

**AGREEMENT**

**between**

**GOODHUE COUNTY EDUCATION DISTRICT**

**DISTRICT NO. 6051-61**

**and**

**EDUCATION MINNESOTA – EDUCATIONAL SUPPORT PARAPROFESSIONALS**

**LOCAL NO. 7371**

**for**

**2020-2021 and 2021-2022**

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## **ARTICLE I**

### **PURPOSE**

**SECTION 1. PARTIES:** This Agreement is entered into between Goodhue County Education District, Red Wing, Minnesota, hereinafter referred to as the Education District, and the Education Minnesota - Educational Support Professionals, Local No. 7371, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for paraprofessionals.

## **ARTICLE II**

### **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**SECTION 1. RECOGNITION:** In accordance with the PELRA, the Education District recognizes Education Minnesota - Educational Support Professionals, Local No. 7371, as the exclusive representative of paraprofessionals employed by the Education District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

**SECTION 2. APPROPRIATE UNIT:** The exclusive representative shall represent all the paraprofessionals of the Education District as defined in this Agreement and in the PELRA.

## **ARTICLE III**

### **DEFINITIONS**

**SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT:** The term, “terms and conditions of employment,” means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, and the Education District’s personnel policies affecting the working conditions of the employees.

**SECTION 2. PARAPROFESSIONAL:** The word, “paraprofessional,” shall mean all persons in the appropriate unit employed by the Education District, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential and all other employees excluded by law.

**SECTION 3. EDUCATION DISTRICT:** For purposes of administering this Agreement, the term, “Education District,” shall mean the Education District Board or its designated representative(s).

**SECTION 4. DIRECTOR:** The word, “Director,” shall mean the Education District Executive Director who is the chief administrative officer.

**SECTION 5. OTHER TERMS:** Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

## **ARTICLE IV**

### **EDUCATION DISTRICT RIGHTS**

**SECTION 1. INHERENT MANAGERIAL RIGHTS:** The exclusive representative recognizes that the Education 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 Education District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

**SECTION 2. EDUCATION DISTRICT BOARD RESPONSIBILITIES:** The exclusive representative recognizes the right and obligation of the Education District Board to efficiently manage and conduct the operation of the Education District within its legal limitations and with its primary obligation to provide educational opportunity for the students of its member school districts.

**SECTION 3. EFFECT OF LAWS, RULES, AND REGULATIONS:** The exclusive representative recognizes that all paraprofessionals covered by this Agreement shall perform the services prescribed by the Education District Board and shall be governed by the laws of the State of Minnesota, and by Education District Board rules, regulations, directives, and orders issued by properly designated officials of the Education District. The exclusive representative also recognizes the right, obligation, and duty of the Education District Board and its duly designated officials to promulgate rules, regulations, and directives, from time to time, as deemed necessary by the Education District Board insofar as such rules, regulations, and directives, are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the Education District, all paraprofessionals 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, regulations, and orders 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 and without force and effect.

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

## **ARTICLE V**

### **PARAPROFESSIONAL RIGHTS**

**SECTION 1. RIGHT TO VIEWS:** Pursuant to the PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any paraprofessional or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

**SECTION 3. REQUEST FOR DUES CHECK OFF:** The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to the PELRA. Upon receipt of a properly executed authorization card of the paraprofessional involved, the Education District will deduct from the paraprofessional's paycheck the dues that the paraprofessional has agreed to pay to the paraprofessional's organization.

**SECTION 4. FAIR SHARE FEE:** In accordance with the PELRA, any paraprofessional included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any paraprofessional shall not exceed his/her pro rata share of the specific expenses incurred for services rendered by the Exclusive Representative in relation to negotiations and administration of grievance procedures for paraprofessionals in the appropriate unit.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment and the name of each paraprofessional to be assessed to the Education District and the written notice of the amount to each paraprofessional to be assessed the fair share fee.

A challenge by a paraprofessional or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Minnesota Bureau of Mediation Services (BMS), the Education District, and the exclusive representative within 30 days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The Education District shall deduct the fee from the earnings of the paraprofessional and transmit the fee to the exclusive representative within 30 days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the Education District pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the Education District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided in this Agreement.

**SECTION 5. PERSONNEL FILES:** All evaluations and files relating to each individual paraprofessional shall be available during regular Education District business hours to each individual paraprofessional upon his/her written request. The paraprofessional shall have the right to reproduce any of the contents of the file at the paraprofessional's expense and to submit for inclusion in the file written information in response to any material contained in it.

However, the Education District may destroy such files as provided by law. The paraprofessional shall be notified upon the placement in his/her file of material and/or information which reflects upon his/her professional performance.

**SECTION 6. EXCLUSIVE REPRESENTATIVE LEAVE:** Four exclusive representative leave days shall be granted with pay per contract period to be used as designated by the exclusive representative for duties in regard to the exclusive representative's organizational needs. Substitute costs will be reimbursed by the exclusive representative. All notifications of use shall be in writing to the Director at least 5 days prior to the absence and shall include names and amount of time off required.

**SECTION 7. COMMUNICATING WITH MEMBERS:** The Education District agrees to allow the exclusive representative use of its facilities and resources for the purpose of communicating with its members. The Education District's resources include, but are not limited to, the use of email, Education District mailboxes (so long as the union physically distributes the communication in the mailbox), a designated bulletin board for the exclusive representative, and the telephone system. The exclusive representative agrees that it will not use such resources to disturb or interfere with the educational process.

## ARTICLE VI

### BASIC SCHEDULES AND RATES OF PAY

#### SECTION 1. BASIC COMPENSATION:

**Subd. 1. 2020-2021 Rates of Pay:** The 2020-2021 rates of pay shall be according to SCHEDULE B attached, and the paraprofessional shall advance 1 increment on the salary schedule per SECTION 5. below.

**Subd. 2. 2021-2022 Rates of Pay:** The 2021-2022 rates of pay shall be according to SCHEDULE B attached, and the paraprofessional shall advance 1 increment on the salary schedule per SECTION 5. below.

**Subd. 3. Pay Schedule:** Paraprofessionals shall be paid twice per month on the 15<sup>th</sup> and 30<sup>th</sup>, except in February when the second payment will be made on the last day of that month. Paraprofessionals may choose either 18 or 24 pay periods. For paraprofessionals that choose 24 pay periods, salary will be estimated by multiplying daily hours times days to be

worked. The Education District will true the final salary up prior to the June 30<sup>th</sup> pay period. September 15<sup>th</sup> shall be the initial payroll date of each school year.

**Subd. 4. Longevity:** Longevity increases will be given as described below:

5-9 years of service in the Education District	\$.75/hour
10 –14 years of service in the Education District	\$1.00/hour
15+ years of service in the Education District	\$1.25/hour

Longevity will be paid out in 18 or 24 pay periods.

**Subd. 5. Reimbursement for Broken Personal Items:** The Education District, upon proper documentation, such as receipts, will reimburse employees up to \$250 annually for expenses not covered by Education District insurance incurred in repairing or replacing personal items broken by students while the employees are performing their assigned duties. These items may include, but are not limited to: eyeglasses, hearing aids, clothing and communication devices. A written report of the incident must be provided to the Executive Director within 24 hours. Requests for reimbursement must be made to the Executive Director within one month of the incident. The Education District reserves the right to provide uniform clothing that must be worn.

## **SECTION 2. SALARY SCHEDULES:**

**Subd. 1. Status of Salary Schedule:** The salary schedule shall not be construed as a part of a paraprofessional’s contract. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a paraprofessional shall be compensated according to the previous year’s compensation until such time that a successor Agreement is fully ratified.

**Subd. 2. Withholding of Salary Increase:** An individual paraprofessional’s advancement is subject to the right of the Education District to withhold increments, lane changes, or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

**SECTION 3. NEW PARAPROFESSIONAL:** A new paraprofessional shall be placed on such step of the salary schedule as agreed between the Education District and the paraprofessional.

**SECTION 4. EDUCATION DISTRICT DISCRETION:** The Education District may, in its sole discretion, compensate paraprofessionals above the salary schedule. The

Exclusive Representative and Director will meet on or before June 1 of each year to review situations that vary from the salary schedule.

**SECTION 5. INCREMENT STEP:** A paraprofessional must work at least 50% or more of the scheduled work year to be eligible for the next step of the wage schedule the following year.

**SECTION 6. PAY DEDUCTIONS:** Whenever pay deduction is made for a paraprofessional's absence, the hourly salary shall be deducted for each hour absent.

**SECTION 7. PAYMENT FOR SUMMER WORK:** All paraprofessionals, employed by the GCED or one of the GCED's member districts, working extended school year programs shall be paid the hourly paraprofessional wage established during the previous school year. If no hourly wage was established during the previous year, or the paraprofessional has not worked for the GCED or one of the GCED's member districts during the previous school year, the paraprofessional will be placed on the GCED Paraprofessional Salary Grid in Schedule B based on experience.

**SECTION 8. INCENTIVE POLICY:** The Incentive Policy encourages paraprofessionals to pursue job-related training and education, and provides incentive pay to be added to the individual's base rate of pay. To be eligible for incentive credit, the activity has to meet an approval process and be pursued on the employee's time and at the employee's expense. It is understood that the District also at times provides training and education on the District's time and at the District's expense. These activities would not be eligible for incentive credit. The Incentive Program is described below:

**Subd. 1. Increments:** Thirty (30) hours are required to receive the 10 cents increase to a maximum of 150 hours. Incentive training could earn an employee an additional 50 cents per hour in addition to base pay.

**Subd. 2. Start of Policy:** Incentive training must have been obtained after July 1, 2017, in order to qualify for incentive pay.

**Subd. 3. Preapproval:** Incentive pay experience must be pre-approved by members of the incentive committee which shall be made up of the Assistant Director/Principal and Executive Director. Once properly documented and submitted to the Executive Director the pay adjustment will be made. Credits submitted to the committee must be submitted to the Executive Director prior to September 1st and/or February 1st. Credits submitted by September

1st and approved will result in a salary change for the entire school year. Those submitted by February 1st and approved will result in a one-half (1/2) year salary change. There are no time limits on putting the thirty (30) hours together.

## **ARTICLE VII GROUP INSURANCE**

**SECTION 1. SELECTION:** The selection of the insurance carrier and policy shall be made by the Education District as provided by law subsequent to the Education District Board's review of the insurance committee input.

### **SECTION 2. HEALTH, HOSPITALIZATION, DENTAL, LONG-TERM DISABILITY (LTD), AND LIFE INSURANCE:**

**Subd. 1. Single or Family Coverage:** The Education District shall contribute the sum as reflected in SCHEDULE A, attached hereto, toward the premium for individual coverage for each paraprofessional working at least 6 hours per day and 175 days per year. If the actual premium is less than the stated amount, the contribution difference shall be retained by the Education District Board.

**Subd. 2. LTD Insurance:** Long Term Disability shall be available for paraprofessionals working a minimum of 5 hours a day and 175 days per year. The Education District shall contribute the full premium for said coverage for paraprofessionals working this minimum.

**Subd. 3. Life Insurance:** The Education District will contribute the full cost of the premium for a \$25,000 life insurance policy for those paraprofessionals working at least 5 hours per day and 175 days per year.

**SECTION 3. CLAIMS AGAINST THE EDUCATION 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 Education District pursuant to this section. It is understood that the District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the District as a result of denial of insurance benefits by an insurance carrier if the District has purchased the policies and paid the premiums described herein.

**ARTICLE VIII**  
**LEAVES OF ABSENCE**

**SECTION 1. SICK LEAVE:**

**Subd. 1. Earning:** Employees must work at least 20 hours a week to qualify for sick leave benefit. Days are interpreted as the length of your regularly scheduled workday. For example, if you normally work six hours per day, three days of leave is interpreted to mean three days that are six hours in length, which is 18 hours. A 9 month paraprofessional shall earn sick leave at the rate of 9 days each year of service in the employ of the Education District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the paraprofessional's work year.

**Subd. 2. Accumulation:** Unused sick leave days may accumulate to a maximum of 130 days of sick leave per paraprofessional.

**Subd. 3. Use:** Sick leave use is defined in MN Statute 181.9413. A paraprofessional may use sick leave provided by the Education District for absences due to an illness or injury to the paraprofessional's child, including a stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20 who is still attending secondary school, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as paraprofessional attendance may be necessary, on the same terms upon which paraprofessional is able to use sick leave benefits for paraprofessionals own illness or injury.

The Education District may limit the use of sick leave benefits provided by the employer for absences due to an illness of or injury to the paraprofessional's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, including a stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20 who is still attending secondary school.

A paraprofessional may use sick leave as allowed under this section for safety leave, whether or not the paraprofessional's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the paraprofessional or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in MN Statute 181.9413.

This section does not prevent the Education District from providing greater sick leave benefits than are provided for under this section. Sick leave with pay shall be allowed whenever a paraprofessional's absence is found to have been due to his/her illness and/or disability which prevented attendance at school and performances of duties on that day or days.

**Subd. 4. Medical Certificate:** The Education District may require an employee to furnish a medical certificate from a qualified physician or clinical psychologist authorized to practice, and performing within the scope of their practice, under state law as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a paraprofessional for sick leave is reserved to the Education District. In the event that a medical certificate will be required, the paraprofessional will be so advised.

**Subd. 5. Deductions:** Sick leave allowed shall be deducted from the accrued sick leave days earned by the paraprofessional. Hourly increments can be available in special circumstances with approval from the Executive Director or Designee.

**Subd. 6. Approval:** Sick leave pay shall be approved only upon following sick leave procedures in the Education District Staff Handbook.

**SECTION 2. WORKERS' COMPENSATION:** Pursuant to M.S. chapter 176, an employee injured on the job in the service of the Education District and collecting workers' compensation insurance may draw sick leave and receive full salary from the Education District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave. In addition, the Education District, through its workers' compensation insurance carrier, is responsible for the cost of the injured employee's medical treatment and supplies, including but not limited to psychological, chiropractic, podiatric, surgical, and hospital treatment as required by law.

**SECTION 3. BEREAVEMENT LEAVE:** Bereavement leave shall be granted up to a total of five days per incident for the death(s) of a spouse, child, stepchild, ward, or parent/guardian, grandchild, grandparent, sister, brother, aunt, uncle, niece, nephew, first cousin and the same in-laws. No deduction will be made for the first 2 days; however, the next 3 days shall be deducted from accrued sick leave days. The Director, at his or her discretion, may grant that up to 2 sick days may be used for the illness, disability or death of a close friend or other relative not specified in the subdivision above.

#### **SECTION 4. PERSONAL LEAVE:**

**Subd. 1. Use:** Paraprofessionals must work at least 20 hours a week to qualify for personal leave benefits. Days are interpreted as the length of your regularly scheduled workday. For example, if you normally work six hours per day, three days of leave is interpreted to mean three days that are six hours in length, which is 18 hours. To request one day of leave, your request form would show that you plan to use six hour of leave. Personal leave may be granted to paraprofessionals working pursuant to a letter of appointment at the discretion of the Director of no more than 3 days per year, noncumulative, for business or critical personal situations that arise which cannot be attended to when school is not in session. Personal leave will be prorated for paraprofessionals starting after the first day of school. Any unused personal leave at the end of the school year may be rolled over to the next school year for a maximum of 5 days.

**Subd. 2. Requests:** Requests for personal leave must be made in writing to the Director at least 3 days in advance. The Education District reserves the right to refuse to grant such leave if, under the circumstances involved, such leave should not be granted. All leaves must have prior, written approval.

**Subd. 3. Limitation:** A personal leave day shall not be granted for the first and last days of the school year or on professional development days. Any exception shall be subject to the written approval of the Director. At any time, no more than 1 employee per program can be out on a personal leave with a limit for 2 total for the Education District. The limit of 2 total does not include those employees for whom substitutes are normally not hired.

**Subd. 4. Pay for Unused Personal Leave:** Paraprofessionals who have unused Personal Leave at the end of the contracted year reserve the right to receive payment at at their hourly rate or have the option to roll up to 2 days into the next year's Personal Leave for a maximum of 5 personal days in any one year or have the option to roll all or some of the unused personal leave days into sick leave. This applies to full or half days of unused personal leave and is not meant to be prorated in hourly increments. Paraprofessionals will submit the request by the last student contact day. If paraprofessionals do not submit a request for payment or request to roll personal leave into next year's personal leave unused personal leave will be rolled into sick leave.

## **SECTION 5. FAMILY MEDICAL LEAVE:**

**Subd. 1. Purpose:** Pursuant to the Family Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible paraprofessional shall be granted, upon written request, up to a total of 12 weeks of unpaid leave per 12-month period in connection with: (1) the birth and first-year care of a child, (2) the adoption or foster placement of a child, (3) the serious health condition of a paraprofessional's spouse, child, or parent, and (4) the paraprofessional's own serious health condition.

**Subd. 2. Requests:** Requests for leave shall be made to the Director. Paraprofessionals must give 30 days' written notice of a leave of absence when practicable. Paraprofessionals are expected to make reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the Education District subject to and in coordination with the health care provider. Paid leave must be exhausted before unpaid leave may be used.

**SECTION 6. JURY SERVICE:** A paraprofessional who serves on jury duty shall be granted the day(s) necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the Education District.

**SECTION 7 MILITARY LEAVE:** Military leave shall be granted pursuant to applicable law.

## **SECTION 8 MEDICAL LEAVE:**

**Subd. 1. Eligibility:** A paraprofessional who is unable to work because of illness or injury and who has exhausted all sick leave credit available or has become eligible for LTD insurance shall, upon request, be granted a medical leave of absence, without pay, for up to 1 year. The Education District Board may, in its discretion, renew such a leave.

**Subd. 2. Request:** A request for leave of absence or renewal thereof under this section shall be accompanied by a qualified physicians or clinical psychologists, authorized to practice, and performing within the scope of their practice, under state law, written statement outlining the condition of health and estimated time by which the paraprofessional is expected to be able to assume normal responsibilities.

**SECTION 9: HOLIDAY PAY:** Paraprofessionals must work at least 20 hours a week to qualify for holiday pay. Paraprofessionals working a minimum of 20 hours per week and 50 days per year over a 9 month school calendar will receive holiday pay for Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year’s Eve Day, New Year’s Day and Memorial Day. They must submit on their timecard the number of hours equal to a normal work day for the holiday and timely submit said timecard to the District.

**SECTION 10. GENERAL LEAVES OF ABSENCE:**

**Subd. 1. Application:** Paraprofessionals with a minimum of 3 years of service in the Education District may apply in writing for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the Education District Board.

**Subd 2. Notification:** A paraprofessional on such leave shall notify the Education District Board in writing of their intent to return by April 1 of the final leave year. . The granting of an extension shall be at the sole discretion of the Education District Board. The Education District Board may also, at its sole discretion, waive the April 1 notice date if it determines special circumstances are involved.

**SECTION 11. SICK LEAVE BANK:**

**Subd. 1. Significant Illness:** A “significant illness” is defined as a medical or psychological condition that causes the teacher to be absent from his/her teaching duties for 30 or more continuous contract days. Certification of “significant illness” by a qualified physician or clinical psychologist authorized to practice, and performing within the scope of their practice, under state law is required.

**Subd. 2. Donation:** The sick leave bank will be created as the result of each paraprofessional, on a voluntary basis, donating 1 of his/her paid sick days each school year. In order to be eligible to donate, a paraprofessional must have at least 20 days of accrued accumulated sick leave.

**Subd. 3. Use:** All paraprofessionals will have 1 opportunity at the beginning of every school year to donate to the sick leave bank. The number of donated accumulated sick leave days which a paraprofessional may receive is limited to the number of sick leave days donated, but may not continue beyond the paraprofessional’s eligibility for long-term disability.

**Subd. 4. Administration:** The sick leave bank will be administered by a committee of 2 representatives from the Education District, 1 of whom shall be the Director or his/her designee, and 2 representatives from the exclusive representative, 1 of whom shall be the president or his/her designee. Among its duties, this committee will be responsible for explaining the sick leave bank to paraprofessionals and providing them with sufficient advance notice and opportunity to determine whether to participate in the bank. All paraprofessionals will notify the Education District in writing of their decision to either participate or not participate in the bank. Sick leave benefits from the bank will be awarded in increments of 1 day; provided, however, that the paraprofessional may return to work sooner, and the unused days will be returned to the bank. A paraprofessional may not receive more than 60 days from the sick leave bank during any rolling 5-year period.

## **ARTICLE IX HOURS OF SERVICE**

**SECTION 1. BASIC WORK YEAR:** The paraprofessional's work schedule will be determined by the Director or designee, taking the requirements of the position into consideration. Hours worked in excess of 40 hours per week will be paid at time and a half time the paraprofessional's hourly rate and shall be approved by the Director or designee in advance. In case of an emergency, the Director shall be notified during the next working day after the overtime is worked provided no prior approval can be given. All hours worked on Sunday shall be paid at double time rates. Recognized holidays, if worked, shall be paid at time and one-half rate. The paraprofessional's work schedule may be modified in the event of school closures either at the member district or education district level.

**SECTION 2. BUILDING HOURS:** The specific hours at an individual building may vary according to the needs of the educational program of the school district to which the paraprofessional is assigned. The specific hours for the paraprofessional will be designated by the Director.

**SECTION 3. ADDITIONAL ACTIVITIES:** In addition to the basic day, paraprofessionals shall be required to reasonably participate in Education District activities beyond the paraprofessional's basic day as authorized by the Director. The normal duties for paraprofessionals include a reasonable share of training and supervisory activities.

**SECTION 4. EMERGENCY DAYS: Snow Days:** In the event that school is closed for any emergency and the district designates the day as a distance learning day, an e-learning day or a snow day, paraprofessionals will be contacted by the Executive Director or designee and provided assignments. If provided professional development activities, these must be completed within 5 school days. If a paraprofessional is in attendance at school and paraprofessionals are sent home by the Executive Director or designee due to an emergency, inclement weather, or other unforeseen circumstances, the paraprofessional will be paid for hours worked. Paraprofessionals may use a personal leave day for the absence or make-up the absence with supervisor approval. Paraprofessionals shall be released once all students are safely accounted for and accommodated.

## **ARTICLE X**

### **LENGTH OF THE SCHOOL YEAR**

**SECTION 1. ESTABLISHED CALENDAR: Paraprofessional Duty Days:** Prior to June 1 of each school year, the Education District Board shall establish the number of school days and paraprofessional duty days for the next school year. The paraprofessional shall perform services on those days as determined by the Education District Board, including those legal holidays on which the Education District Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school year shall consist of a minimum of 178 duty days and a minimum of 174 student contact days.

#### **SECTION 2. MODIFICATION IN CALENDAR, LENGTH OF SCHOOL DAY:**

**Subd. 1. Calendar Modifications:** In the event of energy shortage, severe weather, or other emergency condition, the Education District reserves the right to modify the Education District calendar, and, if school is closed on a normal duty day(s), the paraprofessional shall perform duties on such other day(s) in lieu thereof as the Education District shall determine. However, the paraprofessional's duty days shall not exceed their contracted year.

**Subd. 2. Other Modifications:** In the event of energy shortage, severe weather, or other emergency condition, the Education District may modify the duty day or duty week, but with the understanding that the total number of hours shall not be increased, i.e., a 4-day week with increased hours per day but the total weekly hours not more than the regular 40 hour week.

**Subd. 3. Meet and Confer:** Prior to adjusting the calendar, duty day, or duty week, the Education District shall afford the exclusive representative the opportunity to meet and confer on such matters.

## **ARTICLE XI**

### **VACANCIES**

**SECTION 1. VACANCIES:** A qualified paraprofessional may apply for any vacancy that occurs within the Education District.

**Subd. 1. Length of Posting:** During the school year, open positions will be posted for a minimum of 5 working days on the Education District website, at River Bluff Education Center, and by notifying the exclusive representative. Positions that become open during summer months will be posted on the Education District website and at River Bluff Education Center. The exclusive representative will be notified, within one working day, of all open positions.

**Subd. 2. Assignments:** As soon as practicable, the Director shall deliver to each paraprofessional a Letter of Assignment for the following school year. The Exclusive Representative will also receive monthly Education District Board minutes through Boardbook.

## **ARTICLE XII**

### **SENIORITY AGREEMENT**

#### **SECTION 1. SENIORITY AGREEMENT:**

**Subd. 1. Preparation:** The Education District Board shall annually, by December 1, cause a seniority list which includes name, date employed, position/location and years worked to be prepared from its records. The prepared Seniority List will be emailed to each member's school email address. Seniority will be determined by date of employment.

**Subd. 2. Request for Change:** Any person whose name appears on such a list and who may disagree with the findings of the Education District and the order of seniority in said list shall have 10 days from the date of posting to supply written documentation, proof, and request for seniority change to the Education District.

**Subd. 3. Final List:** Within 10 days thereafter, the Education District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the Education District deems warranted. A final seniority list shall thereupon be prepared by the Education District, which list, as revised, shall be binding on the Education District and any paraprofessional. Each year thereafter, the Education District shall cause such a 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. Paraprofessionals shall acquire seniority upon completion of the six (6) month probationary period and, upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one (1) paraprofessional commences work on the same date, seniority ranking shall be determined by granting the higher seniority ranking to the paraprofessional with the earliest signature on their initial Notice of Assignment for that role.. A paraprofessional who is properly discharged or who resigns shall forfeit accrued seniority. In the event of reemployment, seniority accrual shall begin as of the date of re-employment.

**SECTION 2. REDUCTION OF WORKFORCE:** A reduction of the work force shall be defined as the elimination of a job position or positions or the reduction of the yearly hours of a job position or positions by more than an hour per day. Upon receipt of a notice of layoff, an employee shall retain their seniority and right to recall within their classification in seniority order for a period of 2 calendar years, beginning with the effective date of layoff. In the event the Education District reduces the paraprofessional work force within the Education District, such layoff shall occur in reverse seniority order.

**Subd. 1. Notification:** The Education District shall identify the position(s) being terminated and/or reduced by more than 1 hour per day. Notice of such layoffs or reduction in hours shall be given to the employees affected, on or before June 15 of each year. The designated Union representative will be notified by the Education District with the names of any paraprofessionals whose jobs are eliminated or have hours reduced by more than 1 hour per day within 10 calendar days of the action.

**Subd. 2. Right to Position:** An employee whose position is affected by a reduction as discussed above shall have the right to replace any less senior employee in the same classification provided the employee is qualified for the position selected, as determined by the Education District. The replacement procedure shall be repeated until the employee with the least seniority is laid off or an employee waives their right of seniority in writing.

**SECTION 3. RECALL:** Employees shall be recalled in inverse order of seniority within classification. Only employees who have completed their probationary period are eligible for recall. Employees who choose not to return shall be terminated from their employment in the respective classification, with no right of recall.

**Subd. 1. Notice of Recall:** If school is in session, notice of recall shall be hand delivered to the employee. If school is not in session, notice of recall shall be by certified mail to the address on record in the employee personnel file. Response to the notice of recall must be made in writing to the Education District main office within 7 calendar days, excluding legal holidays, after receipt of such notice. If the notice of recall cannot be delivered to the address on record, the employment of the employee may be terminated after 7 calendar days, excluding legal holidays, following the attempted delivery.

**Subd. 2. Seniority Status:** Upon returning to the Education District position, the employee shall be credited with the same number of years of service as at the time of layoff and shall be given credit on the seniority list for all years worked in the Education District prior to the layoff. If an employee is recalled, the employee will be credited for the accumulated sick leave and vacation leave that the employee had when placed on layoff.

## ARTICLE XIII

### MISCELLANEOUS PROVISIONS

**SECTION 1. Meet and Confer:** The Director or designee, Education District Board Representatives, and up to three (3) paraprofessionals appointed by the Exclusive Representative will meet for the purpose of reviewing the administration of the Agreement, and to resolve problems of interpretation and administration that may arise as needed.

**Subd. 1: Agenda.** Each party will submit to the other, at least forty-eight (48) hours prior to the meeting, an agenda of the items discussed.

**Subd. 2: Meetings.** All meetings will be scheduled to take place at mutually agreed upon times when the representatives involved are free from assigned work responsibilities. Meetings are not intended to bypass the grievance procedures.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

**SECTION 1. GRIEVANCE DEFINITION:** A "grievance" shall mean an allegation by a paraprofessional, group of paraprofessionals, and/or the exclusive representative resulting in a dispute or disagreement between the paraprofessional, group of paraprofessionals and/or the exclusive representative and the Education District as to the interpretation of the application or terms and conditions contained in this Agreement.

**SECTION 2. REPRESENTATION:** The paraprofessional or group of paraprofessionals, may represent themselves during the informal level and Levels I, II, and III of the Grievance Procedure or may be represented by the Exclusive Representative. Only the Exclusive Representative has the right to pursue a grievance to arbitration. The administrator or Education District may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

### **SECTION 3. DEFINITIONS AND INTERPRETATIONS:**

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

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

**Subd. 3. Computation of Time:** In computing any period of time prescribed or allowed by procedures in this article, 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 designated by state law, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday designated by state law.

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

**SECTION 4. TIME LIMITATION AND WAIVER:** A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Education District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the paraprofessional and the Education District's designee.

**SECTION 5. ADJUSTMENT OF GRIEVANCE:** The Education District and the paraprofessional, group of paraprofessionals, and/or exclusive representative shall attempt to resolve all grievances which may arise during the course of employment through informal discussion in the following manner:

**Subd. 1. Level I:** If the grievance is not resolved through informal discussions, the Education District's designee shall give a written decision on the grievance to the parties involved within 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 Director provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the Director, the Director or his/her designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Director or his/her designee shall issue a decision in writing to the parties involved.

**Subd. 3. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Education District Board, provided such appeal is made in writing within 5 days after receipt of the decision in Level II. If a grievance is properly appealed to the Education District Board, the Education District Board shall set a time to hear the grievance within 20 days after the meeting. The Education District Board shall issue its decision in writing to the parties involved. At the option of the Education District Board, a committee or representative(s) of the Education District Board may be designated by the Education District

Board to hear the appeal at this level and report the findings and recommendations to the Education District Board. The Education District Board shall then render its decision.

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

**SECTION 7. DENIAL OF GRIEVANCE:** Failure by the Education District Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the paraprofessional may appeal it to the next level.

**SECTION 8. ARBITRATION PROCEDURES:** In the event that the Exclusive Representative and the Education District are unable to resolve any grievance, the grievance may be submitted to arbitration by the Exclusive Representative as defined in this article:

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the Exclusive Representative, and such request must be filed in the office of the Director within 10 days following the decision in Level III above.

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

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, providing 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.

**Subd. 4. Submission of Grievance Information:** Upon appointment of the arbitrator, the appealing party shall, within 5 days after notice of appointment, forward to the arbitrator, with a copy to the Director, the submission of the grievance which shall include the following:

- (1) the issues involved,
- (2) statement of the facts,
- (3) position of the grievant,
- (4) the written information relating to Section 5. above.

The Education District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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

**Subd. 6. Decision:** The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. The decision by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order, including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

**Subd. 7. Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording, if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be paid for equally.

**Subd. 8. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with

the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the Education 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 his/her order, the arbitrator shall give due consideration to the statutory rights and obligation of the Education District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**SECTION 9. ELECTION OF REMEDIES AND WAIVER:** A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the paraprofessional 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 XV  
SUSPENSION WITHOUT PAY**

**SECTION 1. DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL**

**DISTRICT EMPLOYEES:** Progressive discipline procedures are covered in Education District Policy 403.

**SECTION 1. WITHOUT PAY:** A paraprofessional may be suspended without pay for reasons addressed in Education District Policy 403.

**SECTION 2. NOTICE:** Suspension shall take effect upon the paraprofessional's receipt of written notification from the Director, stating the grounds for suspension together with a statement that the paraprofessional may make a written request within 5 work days after receipt of such notification for a hearing before the Education District Board to review the suspension. If no hearing is requested within such 5-work-day period, the paraprofessional shall be deemed to have acquiesced to the suspension.

**SECTION 3. HEARING:** If the paraprofessional requests a hearing within the 5-work-day period, the hearing shall take place within 10 work days after receipt of the request for hearing. At the option of the Education District Board, the hearing may be by a committee or a designated representative of the Education District Board. The Education District Board reserves the right to affirm, reduce, or reverse the suspension action. In the event the suspension is reversed or reduced, the paraprofessional shall be compensated appropriately for any salary loss during the period of the suspension not affirmed by the Education District Board. The paraprofessional shall be notified of the date, time, and place of the hearing, and the Education District Board shall issue its decision within 10 work days after the conclusion of the hearing.

**SECTION 4. GRIEVANCE:** The decision of the Education District Board shall be subject to the grievance procedure commencing at the arbitration level, provided written notification requesting arbitration is received by the Director within 5 work days after receipt of the Education District Board's decision.

## **ARTICLE XVI**

### **DURATION**

**SECTION 1. TERMS AND REOPENING NEGOTIATIONS:** The Agreement shall remain in full force and effect for period commencing upon the date of its execution through June 30, 2022, and thereafter as provided by the PELRA. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2020, it shall give written notice of such intent to the other party no later than May 1, 2022. If such notice is not timely served, the Education District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

**SECTION 2. EFFECT:** This Agreement constitutes the full and complete Agreement between the Education District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and Education 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 Education District to continue or discontinue existing or past practices or prohibit the Education District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

**SECTION 3. FINALITY:** Pursuant to M.S. 179A.20, Subd. 3., any matters relating to the current Agreement term, 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 provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the application of any provision of the Agreement.

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

For: **The Education District Board:**

\_\_\_\_\_  
Education District Board Chair

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Office of Business Affairs

\_\_\_\_\_  
Date: \_\_\_\_\_

For: **The Exclusive Representative:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chair, Negotiation's Committee

\_\_\_\_\_  
Date: \_\_\_\_\_

## **SCHEDULE A**

### **INSURANCE PAYMENTS**

The Education District will contribute:

- A. (1) for 2020-2021: \$500.00 per month to pay health-hospitalization insurance for paraprofessionals working at least 6 hours per day and 9 months per year for 2021-2022: \$500.00 per month to pay health-hospitalization insurance for paraprofessionals working at least 6 hours per day and 9 months per year.

**SCHEDULE B**

**SALARY SCHEDULE  
2020-2021**

<b>Step</b>	<b>Reg. Ed. Para</b>	<b>EC/SPED Para</b>	<b>Setting IV Para</b>
1	13.40	13.90	14.50
2	13.87	14.37	14.96
3	14.35	14.83	15.44
4	14.80	15.29	15.89
5	15.27	15.76	16.36
6	15.73	16.23	16.82
7	16.20	16.69	17.30
8	16.66	17.15	17.75
9	17.12	17.62	18.21
10	17.60	18.09	18.69
11	18.06	18.55	19.15

**SALARY SCHEDULE  
2021-2022**

<b>Step</b>	<b>Reg. Ed. Para</b>	<b>EC/SPED Para</b>	<b>Setting IV Para</b>
1	13.67	14.17	14.79
2	14.14	14.65	15.26
3	14.63	15.12	15.75
4	15.09	15.59	16.21
5	15.57	16.07	16.69
6	16.04	16.55	17.16
7	16.52	17.02	17.65
8	16.99	17.49	18.11
9	17.46	17.97	18.57
10	17.95	18.45	19.07
11	18.42	18.92	19.53

2020-2021 salary will increase one (1) step. 2021-2022 salary will increase one (1) step. In the second year after reaching Step 11, a paraprofessional successfully completing a school year will receive a \$200.00 stipend for that year and each subsequent year. The steps listed above do not necessarily correspond to years employed. Initial placement on the salary schedule will be determined by the District dependent on relevant experience in the field.

## SCHEDULE C

### TAX-DEFERRED, MATCHING-CONTRIBUTION PLAN:

1. The Education District shall contribute an amount equal to the paraprofessional's contribution in a tax-deferred, matching-contribution plan, subject to the schedule below:
  
2. All paraprofessionals hired after July 1, 2021 will be automatically enrolled in a voluntary 403(b) plan. Fifty (\$50.00) dollars will be deducted from each paycheck and contributed into a Target Date Fund (TDF) as the default investment managed by EFS Advisors. EFS Advisors will be the responsible Fiduciary of the default investments. A paraprofessional can opt out of the plan within 90 days and withdrawals will be returned to the school and added back into the paraprofessional's paycheck. Paraprofessionals may transfer the account to any of the qualified investment companies listed in the Employer 403(b) Plan Document Adoption Agreement. Paraprofessionals that worked at least 90 days during the 2020-2021 school year and that enroll in this 403(b) plan beginning in the 2021-2022 school year will have \$500 contributed to their account once they transfer the initial account to any of the qualified investment companies listed in the Employer 403(b) Plan Document Adoption Agreement.

<u>Years of Service in the Education District</u>	<u>Education District Match</u>
0-3	\$500
4-10	\$1000
11-20	\$1250
21+	\$1500