

MASTER AGREEMENT for PARAPROFESSIONALS



Independent School District #152
Moorhead, Minnesota

July 1, 2022 - June 30, 2024

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**ARTICLE I
PARTIES AND PURPOSE**

Section 1. Parties

The parties to this Agreement are the Independent School District No. 152, Moorhead, Minnesota (hereinafter referred to as the School District or District) and the Minnesota School Employees Association (hereinafter referred to as the Exclusive Representative, the Union or the Association).

Section 2. Purpose

The parties enter this Agreement to establish the terms and conditions of employment for all Paraprofessional employees pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the P.E.L.R.A.).

**ARTICLE II
EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition

In accordance with the P.E.L.R.A., the School District recognizes the Association as the Exclusive Representative for Paraprofessional workers employed by the School District. This Exclusive Representative shall have those rights and duties prescribed by the P.E.L.R.A. and described in the provisions of this Agreement.

Section 2. Appropriate Unit

The Exclusive Representative shall represent all Paraprofessional employees of the District who are members of the appropriate unit as defined in Article III, Section 2, of this Agreement, in the P.E.L.R.A., and in the certification document of March 12, 1981, or other directives issued by the Commissioner of the Bureau of Mediation Services.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment

"Terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit

For purposes of this Agreement, "appropriate unit" shall mean all Paraprofessional workers employed by the School District excluding the following:

- a. Supervisory and confidential employees;
- b. Part-time employees whose services do not exceed fourteen (14) hours per week or thirty-five percent (35%) of the normal work week; or

- c. Employees who hold positions of a temporary nature for a period of less than sixty-seven (67) work days in any calendar year.

Section 3. School District

Any reference to the "District" or "School District" in this Agreement shall mean the School Board or its designated officials or representatives.

Section 4. Full-Time Employees

A "full-time employee" is a paraprofessional who works six and three-quarters (6.75) hours or more per day, five (5) days per week, nine (9) months per year.

Section 5. Regular Employees

A "regular employee" is a paraprofessional who works more than six (6) hours and less than six and one-half (6.5) hours per day, five (5) days per week.

Section 6. Part-Time Employees

A "part-time employee" is a paraprofessional who works more than fourteen (14) hours per week but less than six (6) hours per day, five (5) days per week.

Section 7. Casual Employee

A "casual employee" is a paraprofessional who is not required to work a regular schedule of five (5) days per week.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights

The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and the selection, direction, and number of personnel. All management functions not expressly delegated in this Agreement are reserved to the School District.

Section 2. Management Responsibilities

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

Section 3. Rules, Regulations, and Policies

The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and its rules, regulations, directives and orders, issued by properly designated officials of the School District. Such rules, regulations, directives and orders may not be inconsistent with the terms of this Agreement.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or employee's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or their betterment, so long as such expression is not designed to and does not interfere with full, faithful, and proper performance of the duties of employment or circumvent the rights of the representative.

Section 2. Right to Join

The School District recognizes the right of employees to form and join labor or employee organizations.

Section 3. Dues Check-Off

Pursuant to the P.E.L.R.A., employees who are members of the Association shall have the right to request and be allowed dues check-off. Upon receipt of a properly executed authorization card from such an employee, the School District shall deduct from their paycheck the dues which the employee has agreed to pay to the Association during the period provided in said authorization. These deductions, together with a list of the names of employees from whom deductions were made, shall be transmitted each month to the Association. If the employee organization loses its right to dues check-off, the School District shall discontinue making deductions for dues and discontinue forwarding the proceeds to the Association.

Section 5. Association Leave

Employees elected or selected by the Union to attend Union conventions, conferences, and/or seminars, shall be granted a leave of absence without pay, provided that such absence shall not interfere with the services and operation of the employee's department. Interference shall be determined by the proper authority in charge of the program.

Subd 1.

At the beginning of each school year, the Exclusive Representative shall be credited with fifty (50) hours of leave time to be used by its officers and members for meetings/training of the Exclusive Representative.

Subd 2.

Agreement negotiations, grievance hearings, grievance and interest arbitration, and meet and confer sessions shall not be counted as leave time.

Subd. 4.

Exclusive Representative leave is with pay when within the 50 hours.

Subd. 5.

Additional Exclusive Representative leave shall be allowed to serve on the MSEA Board of Directors of state MSEA position with the association. For this specific leave, MSEA shall reimburse the district directly for all lost wages, including normal and customary payroll expenses such as PERA, FICA, Medicare, etc. MSEA will notify the district of the individuals holding these positions and provide a calendar of dates prior to the first day of school each year. This leave is in addition to the identified leave in Subd. 1.

Subd. 6.

Requests for leave shall be made a minimum of three (3) days in advance.

Section 6. Personnel Files

Members of the unit, upon a written request to the Director of Human Resources, have the right to review the contents of their own personnel file and evaluations. Members of the unit shall have the right to reproduce, at the District's expense, any of the contents of their own file. Each member of the unit shall have the right to submit for inclusion in their own file, written information in response to any material in the file, and such information shall become part of the file.

**ARTICLE VI
SALARY SCHEDULES AND RATES OF PAY**

Section 1. Salary Schedules

The rates of pay reflected in Appendix A and Appendix B, shall be a part of this Agreement. Payroll checks will be distributed on the day designated by the school calendar.

Section 2. Status of Salary Schedule

Anyone hired by the District prior to January 1 of a respective year, shall be advanced.

Subd. 1. Method of Payment

- a. Paraprofessionals shall be given the option of choosing to receive their annual salary in 10 or 12 equal payments.
- b. Paraprofessionals must select a payment option prior to the start of their work year. The annual payment option selected shall remain in effect from year to year or until the paraprofessional informs the employer of the desire to change payment options for a subsequent year. In no event shall the payment option of a unit member be changed after the start of the first day of the members work year.
- c. In the event a paraprofessional fails to inform the district of their desired payment option prior to the start of the work year that paraprofessional shall be paid in twelve (12) equal payments.

Section 3. Placement on Salary Schedule

The past experience of a new employee will be evaluated by the Director of Human Resources who will recommend an appropriate step on the salary schedule. Upon request of the Union, its representatives may meet with the Director of Human Resources to discuss any placement above Step #3.

Section 4. Salary Schedule Placement of Promoted or Demoted Employees or Voluntary Transfers

Subd. 1. Promotions:

In the event that an employee is promoted to a job classification with a higher "band, grade, and subgrade," the employee shall be moved to that lane and step on the schedule representing a minimum of a 5% increase in pay plus (1) additional step on the schedule.

Subd. 2. Demotions:

If a reduction in force requires an employee to transfer to a job with a lower "band, grade, and subgrade," the employee shall be frozen at the employee's rate of pay prior to the reduction in force until the employee's schedule placement catches up. However, such employees must bid on all subsequent openings in higher "band, grade, and subgrade" positions. Failure to bid on such positions will result in pay rate placement as outlined in

Subd. 3. Voluntary Transfers:

If an employee voluntarily requests a transfer (subject to the limitations of Article XII, Seniority, Vacancies and Layoffs, Section 3, Transfers) to a position having a lower band, grade and subgrade, they will move back to the lower rate of pay from the step they was on in the previous position.

Section 5. Longevity

Employees with a minimum of 10 full years of service will receive an additional \$250 annually in the 2022-2023 and 2023-2024 contract years of the Master Agreement.

Employees with a minimum of 15 full years of service will receive an additional \$500 annually in the 2022-2023 and 2023-2024 contract years of the Master Agreement.

This is an off-schedule payment which will be paid in equal installments across 12 pay periods. Longevity pay will be prorated within the contract year (July 1-June 30) for those who do not immediately qualify, but meet eligibility throughout the contract year. Longevity pay will begin in the first pay period of the month where an employee meets the service requirement.

ARTICLE VII COMPENSATORY TIME

Paraprofessionals will be given a regular assignment setting forth hours and months within a school year. Any work performed over forty (40) hours in any workweek shall be overtime and

shall be paid or have release time at time and one-half the regular rate of pay. All hours worked in excess of the regular work schedule shall be authorized by the employee's Supervisor. Overtime rates are to be computed on an employee's total salary as used for tax deduction purposes, less any overtime pay. The Supervisor and the employee may arrange for compensatory time in lieu of overtime.

ARTICLE VIII LEAVE PROVISIONS

Section 1. Sick Leave

Subd. 1.

All Paraprofessionals, as defined in Article III, shall be granted leave as defined in this Article.

Subd. 2.

Employees shall be granted sick leave at the rate of eleven (11) days per year. In this instance, "day" is being defined as an employee's normal workday.

Subd. 3.

Unused sick leave days may accumulate to a maximum credit of sixty (60) working days of sick leave per year for full-time employees. Once sixty (60) days are accumulated, they are renewed each year. Employees hired on or after July 1, 2012 are not eligible for the sixty (60) day renewal.

Subd. 4.

Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented attendance and performance of duties on that day or days as defined in Statute 181.9413 and/or federal law, provided the employee has unused sick leave available at the time of absence. In the situation where both father and mother are employed by the School District, only one (1) individual can use such leave unless there exists an emergency.

Subd. 5.

After an illness requiring four (4) consecutive days off, or anytime a pattern of usage indicates possible abuse of sick leave the School District may require an employee to furnish a medical certificate from a qualified physician as evidence of injury or illness, indicating such absence was due to illness, in order to qualify for such leave pay.

Subd. 6.

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

Subd. 7.

Sick leave pay shall be approved only upon entry of absence into the Substitute Employee

Management System by telephone at 284-SEMS or computer access.

Subd. 8.

At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, such employee shall continue on long-term disability compensation under the terms of the district's LTD plan.

Subd. 9.

Employees are required to give as much notice as possible to their Supervisor when sick leave is to be taken to allow time to obtain replacements and to record the absence on the Substitute Employee Management System.

Subd. 10.

Non-emergency doctor and dental appointments are to be scheduled after the workday to the extent possible. Paid sick leave for appointments scheduled during the workday is limited to the time of the appointment and travel time to and from the appointment. Employees are expected to work before and/or after appointments scheduled during the workday and are to schedule appointments to cause as little disruption as possible to the workday.

Section 2. Child Care/Parenting Leave

Subd. 1.

A child care/parenting leave may be granted by the School District to an eligible employee to provide parental care to the employee's child, including birth and adoption.

Subd. 2.

An "employee," for purposes of this Section, means a person who performs services for at least twelve (12) consecutive months preceding the request for a leave under this Section, and for an average of twenty (20) or more hours per week during those twelve (12) months.

Subd. 3.

A "child," for purposes of this Section, means an individual under eighteen (18) years of age, or an individual under age twenty (20) who is still attending secondary school.

Subd. 4.

An employee making an application for child care/parenting leave shall inform the Human Resources Office in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave, except in emergency circumstances.

Subd. 5.

The employee and the School District shall discuss the appropriate timing for a child care/parenting leave considering the availability of substitutes, the duration of the leave and other matters as may be pertinent to the leave. Unless there is a conflict caused by the use of sick leave as set forth in Subd. 6 below, the School District may adjust the proposed beginning and/or ending dates of the child care/parenting leave so that the dates of the

leave are coincident with a natural break in the school year, i.e., winter vacation, spring vacation, semester or quarter break, end of grading period, end of the school year, or the like. In any case, such child care/parenting leave shall be no longer than six (6) weeks.

Subd. 6.

An employee who elects a child care/parenting leave for reasons of pregnancy may, in addition, elect to use sick leave pursuant to the provisions of Section 1 of this Article to cover the period of disability incident to the pregnancy. After the birth of a child, a certificate of disability from the employee's physician is required to be sent to the district Human Resource Department defining the period of disability. In the event that child care/parenting leave is elected, the period of unpaid child care/parenting leave must immediately follow the use of such sick leave and may not exceed six (6) weeks in duration.

Subd. 7.

In making a determination concerning the commencement and duration of a child care/parenting leave, the School District shall not, in any event, be required to:

- a. Grant any leave more than six (6) weeks in duration; or
- b. Permit the employee to return to their employment prior to the date designated in the request for child care/parenting leave.

Subd. 8.

An employee returning from child care/parenting leave shall be reinstated in the employee's former position, or in a position of comparable duties and pay unless previously terminated. An employee is not entitled to reinstatement if, during the period of leave, the School District experiences a layoff and the employee taking the leave would have been laid off had the employee not been on such a leave. The employee retains all rights regarding layoff and recall as may otherwise be set forth in this Agreement.

Subd. 9.

Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension of the leave.

Subd. 10.

The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the School District to have the opportunity to evaluate performance. The parties agree, therefore, that periods of time for which the employee is on child care/parenting leave shall not be counted in determining the completion of the probationary period.

Subd. 11.

An employee who returns from child care/parenting leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall accrue additional experience credit or leave time during the period of absence for child care/parenting leave.

Subd. 12.

An employee on child care/parenting leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care/parenting leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Section.

Subd. 13.

Leave under this Section shall be without pay or fringe benefits.

Section 3. Family/Medical Leave

Subd. 1.

An employee, as defined herein, will be granted an unpaid leave of absence for a total period of up to twelve (12) workweeks during any twelve (12) month period for any of the following:

- a. The birth and first-year care of a child;
- b. The adoption or foster placement of a child;
- c. To care for the spouse, child, or parent of the employee if such spouse, child, or parent has a serious health condition; or
- d. A serious health condition that makes the employee unable to perform their job.

Subd. 2.

An "employee," for purposes of this Section, means any individual employed by the School District for twelve (12) months preceding the request for a leave under this Section, and who has worked for at least 1,250 hours during that twelve (12) month period.

Subd. 3.

A "child," for purposes of this Section, means the employee's son or daughter, which includes biological, adopted, foster, step, legal ward, or a child of a person standing in *loco parentis* who is under eighteen (18) years of age, or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

Subd. 4.

"Spouse," for purposes of this Section, means husband or wife, but does not include unmarried domestic partners.

Subd. 5.

A "parent," for purposes of this Section, means the biological parent of an employee or an individual who stood in *loco parentis* to an employee when the employee was a youth.

Subd. 6.

A "serious health condition," for purposes of this Section, means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, or residential medical care facility, including any period of incapacity or any subsequent

treatment in connection with inpatient care, or continuing treatment by a health care provider. A "health care provider" is defined as a doctor of medicine or osteopathy, who is authorized to practice medicine or surgery by the State of Minnesota.

Subd. 7.

In the event a leave is requested under this Section, an employee must provide the employer written notice at least thirty (30) days in advance of when the leave is to begin. This written notice must be submitted to the Director of Human Resources if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of the employee's family member. If thirty (30) days notice is not practicable, because of a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. "As soon as practicable" means as soon as both possible and practical, taking into account all of the facts and circumstances for the individual case, and ordinarily would mean at least verbal notification to the Director of Human Resources within one (1) or two (2) business days prior to when the need for leave becomes known to the employee.

Subd. 8.

In the event that the foreseeable leave is in connection with the care for the spouse, child, or parent of the employee, or serious health condition that makes the employee unable to perform their job, the employee must make a reasonable effort to schedule treatment, including taking leave intermittently or on a reduced hours basis, as to not unduly disrupt the operations of the School District, subject to the approval of the employee's or family member's health care provider.

Subd. 9.

In the event that the leave is in connection with the care for the spouse, child, or parent of the employee, or a serious health condition that makes the employee unable to perform their job, the School District may require the employee to provide timely certification from the employee's health care provider, or a family member's health care provider, addressing:

- a. The approximate date on which the serious health condition commenced;
- b. The probable duration of the serious health condition, including the probable duration of the patient's present incapacity;
- c. The appropriate medical facts, within the knowledge of the health care provider, regarding the serious health condition;
- d. In the event that the leave is in connection with the care for the spouse, child or parent of the employee, a statement that the employee is needed to care for the spouse, child or parent, and an estimate of the amount of time the employee is needed to care for the spouse, child or parent;
- e. In the event the leave is in connection with a serious health condition that makes the employee unable to perform their job, a statement that the employee is unable to perform the functions of their job; and
- f. In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment.

Subd. 10.

In the event that the School District doubts the certification provided pursuant to Subd. 9 of this Section, the School District may, in its discretion, require, at its own expense, that the employee obtain the opinion of a second health care provider (other than a School District employee) designated by the School District. If the second opinion provided for herein differs from the certification provided pursuant to Subd. 9 of this Section, the School District may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved by both the School District and the employee, which opinion shall be final and binding on both the School District and the employee.

Subd. 11.

The School District may require, or the employee may elect, the substitution of the employee's accrued paid vacation leave, personal leave or emergency leave for any part of the twelve (12) week period of such leave Sick leave will be granted for immediate family only as defined by Minnesota Statute Section 181.9413 and/or federal law, provided the employee has unused sick leave available at the time of absence.

In addition, any leave provided pursuant to this Section shall not be in addition to any other child care/parenting leave.

Subd. 12.

In the event that the leave is in connection with a serious health condition that makes the employee unable to perform their job, the School District may require the employee to provide certification from the employee's health care provider that the employee is able to resume work.

Subd. 13.

During the period of a leave as provided for herein, the employee shall retain all seniority, salary and fringe benefits, which had been accrued prior to the taking of such a leave.

Subd. 14.

The School District shall maintain coverage for the employee under any group health insurance plan for the duration of any leave provided for herein at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The employee, however, shall pay that portion of the premium as otherwise set forth in this Agreement. The School District may recover any premium that the School District paid for maintaining such coverage for the employee pursuant to this Subdivision if the employee fails to return to work after the leave has expired for reasons other than the continuance, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee.

Subd. 15.

Upon return from a leave as provided for herein, the employee shall be restored to the position held by the employee when said leave commenced, or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. The School District is not required to reinstate the employee if it can show that the employee would have been subject to layoff at the time reinstatement is requested.

Subd. 16.

In the event that both a husband and wife are employed by the School District, the aggregate number of work weeks of leave for the birth or adoption of a child, or to care for a sick child or parent, to which both may be entitled shall be limited to twelve (12) work weeks during any twelve (12) month period.

Subd. 17.

Except as provided in Subd. 11 of this Section, Family/Medical Leave is without pay.

Subd. 18.

An employee who attempts to use leave provided in this Section, and also Child Care/Parenting Leave, shall have the amount of Child Care/Parenting Leave count against the leave provided in this section.

Section 4. Medical Leave

Subd. 1.

Employees who are unable to perform their duties because of personal illness or disability, and who have exhausted all accumulated sick leave, may receive a leave of absence without pay for the duration of such illness or disability up to a maximum of one (1) year.

Subd. 2.

In accordance with state law, the employee while on medical leave of absence shall be permitted to continue with the School District's insurance program by paying the full premium.

Subd. 3.

At the expiration of the leave, if the disability still exists the employee's employment is terminated. When employment is terminated in such a circumstance, group insurance benefits may be continued at the employee's option and expense consistent with State and Federal laws.

Section 5. Emergency and Bereavement Leave

Employees will be entitled to a maximum of seven and one-half (7 and 1/2) days of emergency leave of absence with full pay each work year in addition to sick leave. This will not be cumulative. Such leaves will be granted for the following:

Subd. 1 Extended Family Illness

Up to seven and one-half (7 and 1/2) days of paid leave may be used for the emergency or serious illness requiring bedside or household attention by the employee of the employee's spouse, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, sibling, or member of the immediate household..

Subd 2 Emergency Leave

Up to two (2) days of paid time off may be used for emergencies. An emergency will be defined as a crisis over which the individual has no control, and cannot be attended to

during non-school hours. The employee will be required to state the reason for the leave. The Superintendent or their designee will decide whether or not the leave is approved. The decision will not be subject to the grievance process.

Subd. 3 Bereavement Leave

Up to seven and one-half (7 and 1/2) days of paid leave may be used for the death of an employee's spouse, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, sibling, or member of the immediate household.

Up to three (3) days of paid leave may be used in the event of death of an employee's grandfather, grandmother, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

One (1) day of paid leave may be used for the funeral of a friend

Section 6. Jury Duty

An employee called for jury duty shall be paid the regular salary during the period of jury duty. The employee shall report to work on days when the employee is excused from jury duty. Compensation received for jury duty shall be retained by the employee.

Section 7. Personal Leave

The School Board will grant three (3) personal leave days per year to be taken at the discretion of the employee. Requests for leave shall be made to the immediate supervisor no later than three (3) days prior to the requested leave except in cases of emergency. Employees shall have the ability to accumulate up to five (5) personal leave days. In cases of conflict, the most senior employee's request shall prevail.

Section 8. Other Leave

The School Board may allow leaves of absence for reasons other than those listed in this Article. If the leave is for six (6) months or less, the employee shall return to the same position. If the leave is for more than six (6) months, the employee shall return to a comparable position. The maximum length of leave under this provision is one (1) year. Deduct days may be granted according to the staffing needs of the School District. Up to four (4) deduct days may be taken per incident upon advanced approval by the building administrator. Exceptions to this would require advanced approval by the building administrator and the superintendent/designee.

For purposes of this Section an individual must be employed by the School District for twelve (12) months preceding the request for another leave.

Section 9. Salary Deductions

Absences not covered by leave policies will result in a salary deduction at the employee's regular daily compensation rate.

Section 10. Return from Leave

If an employee is on leave at the end of a school year, the employee will notify the district of their intent to return by July 1 preceding the upcoming school year.

**ARTICLE IX
TERMINATION OF SERVICES**

Section 1. Group Hospitalization

An employee retiring prior to age sixty-five (65), but over age fifty-five (55), shall have the option to continue group hospitalization insurance for single and/or dependent coverage under a group policy offered by the District up to age 65, provided that the insurance carrier will allow such retired employee participation. The cost of said coverage shall be the expense of the employee.

Section 2. Severance Pay

Subd. 1 Qualifications

- a. Paraprofessionals who have completed ten (10), consecutive years of service with the School District, and are fifty-five (55) years of age or older, shall be eligible for severance pay pursuant to the provisions listed below. A paraprofessional shall be eligible for severance pay based on the highest annual salary of the last five (5) years, at the following proration rate in Subd. 2.
- b. For members of the paraprofessional contract employed after July 1, 2002, only subd. 4 applies.

Subd. 2. Formula-Proration

Years of Service

15 or greater	60%
14	50%
13	40%
12	30%
11	20%
10	10%

Subd. 3 Payments

Severance payments shall be in one (1) lump sum within thirty (30) days following retirement. Eligible retiring employees in each school year beginning after July 1, 2004 will have their one time retirement payment paid directly into the district's approved 403 (b) plan for severance purposes in accordance with I.R.S. rules. This payment will be placed in an account in the employee's name. The employee will have the opportunity to exercise any legal options available to leave, move or withdraw the funds as they see fit. If, after the

effective date of retirement, the employee dies before receiving payment, the balance due shall be paid to the employee's named beneficiary, or, lacking the same, to the surviving spouse of the employee if any, otherwise to the estate of the deceased employee.

Subd. 4. Deferred Compensation

Each eligible member of the paraprofessional contract, who is hired after July 1, 2002 or who chooses to become a participant per Subd. 1, part A above, will be given a matching contribution by the School District of up to 2% of their annual salary (maximum of \$2000), to an I.R.S. 403 (b) plan offered by the School District (Minnesota Statute 356.24 (a) (4) after a one-year waiting period from date of employment. Eligible members are defined under Article III, Section 4. Full-time employees, Section 5 Regular employees and Section 6 Part-Time employees of the current contract. After the waiting period has expired the match will be started on the first pay period after payroll receives a signed authorization from the employee.

ARTICLE X GROUP INSURANCE

Section 1. Selection of Carriers

The selection of the insurance carriers and policies shall be made by the School District.

Section 2. Claims Against the School District

The parties agree that any description of insurance benefits contained in this Article are intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to provide an insurance policy as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 3. Eligibility

Full-time employees as defined in Article III shall be eligible for group insurance on the first day of the month after employment as set forth in this Article.

Section 4. Duration

An employee is eligible for District insurance contributions and payroll deductions as provided in this Article as long as the paraprofessional is employed by the School District. Upon termination of employment, all deductions and contributions shall cease, effective on the last working day.

Section 5. Participation

In accordance with the provisions set forth in this Article, the School District shall provide an opportunity for eligible employees to participate in group insurance plans.

Section 6. Medical-Hospitalization Insurance

The School District shall contribute a sum, toward the cost of the coverage for each paraprofessional employed by the School District who qualifies for and is enrolled in the group medical-hospitalization plan, in the amount of \$225 per month.

The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Employees choosing not to participate in medical-hospitalization insurance will be given a sum of \$170 per month in to a district-sponsored Health Reimbursement Account flexible spending account to spend on approved medical expenses in accordance with IRS rules, which include, but are not limited to:

1. An employee must be actively employed and enrolled in a group insurance plan to receive employer funds in an VEBA.
2. If you are not enrolled in a group insurance plan, the district will continue to provide the benefit, but you will not be able to access the funds until you meet the following conditions
 - a. No longer employed with the school district or retirement.
 - b. You obtain insurance under a group insurance plan. Medicare is not
 - c. considered a group insurance plan.

Section 7. Long-Term Disability Insurance

The School District shall pay the premium for long-term disability insurance. The income plan shall include the following provisions:

- a. Benefits begin after sixty (60) work days of disability;
- b. The monthly income benefits will be 60% of the basic monthly earnings;
- c. Benefits will be paid for disability due to an accident or illness as long as the employee remains totally disabled up to age sixty-five (65) and thereafter as required by law and the district's LTD plan.
- d. During the period an employee is receiving long-term disability compensation as provided in this Agreement, such employee shall not be eligible for sick leave.

Section 8. Life Insurance

The District agrees to furnish each employee working full-time, as defined in Article III, with a Life Insurance Policy, total of \$50,000, with all expenses to be borne by the District. The entire \$50,000 of this amount shall contain an accidental death and dismemberment clause (standard double indemnity and dismemberment - AD & D), which will pay an additional \$50,000 in case of accidental death and stated varying sums for dismemberment.

Section 9. Additional Life Insurance

Supplemental Life Insurance totaling \$25,000 with AD &D will be provided for the employee's option and at their own expense subject to the limitations enforced by the insurance carrier.

Section 11. Optional Cancer Care or Intensive Care Insurance

Employees in the unit who qualify for and wish to carry cancer care or intensive care insurance may do so on a payroll deduction basis at their own expense. This option must be exercised each school year subject to limitations of Section 2.

Section 10. Optional Dependent Insurance

Employees in the unit who qualify for and wish to carry optional dependent insurance may do so on a payroll deduction basis at their own expense. This option must be exercised each school year subject to the limitations of Section

Section 12. Workers' Compensation

- a. In case of a compensable injury or sickness incurred while on the job, that is eligible for Workers' Compensation Benefits, an employee may elect to use as much pro-rata sick leave as necessary, and available, to equal the normal pay. Any such injury or sickness must be reported immediately to the School District on Incident Report Form.
- b. Hazard Reimbursement - An employee may be compensated by workers' compensation for personal property broken or damaged by a student. An Incident Report Form together with a supervisor's report shall be sent to the district Department of Human Resources and forwarded to the workers' compensation carrier within three calendar days for the carrier to make a determination on whether the breakage is covered or not.

Section 13. Dental Insurance

Employees desiring to purchase optional dental insurance coverage if available may do so through payroll deduction.

ARTICLE XI GRIEVANCE PROCEDURE

Section 1. Grievance Definition

A "grievance" shall mean a dispute or disagreement by an aggrieved (association or employee) as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative

The employee, or School District, may be represented during any step of the procedure by any person or agent designated by such party to act on their 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 weekdays not designated as holidays by State law.

Subd. 3. Computation of Time

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark

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

Section 4. Adjustment of Grievance

The parties shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the School District in the following manner of informal discussions with the respective Supervisor.

Subd. 1. Time Limitation and Waivers

A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Supervisor setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the 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 (1) level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Subd. 2. Level I

If the grievance is not resolved through informal discussions, the immediate Supervisor or designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level II

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director of Human Resources provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed, the Director of Human Resources or designee, shall set a time to meet, and shall issue a decision in writing to the parties involved within ten (10) days of the meeting.

Subd. 4.

Processing of all grievances through Level II shall be during the normal workday, and the employee shall not lose wages due to their necessary participation.

Section 5. Denial of Grievance

Failure by the Director of Human Resources or designee to issue a decision within the time periods herein shall constitute a denial of the grievance and the employee may carry the grievance to arbitration.

Section 6. Arbitration Procedures

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

Subd. 1. Request

A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level II.

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 prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days of 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 Bureau of Mediation Services to appoint an arbitrator, pursuant to the P.E.L.R.A., providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator appointed by the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information

- a. Upon appointment of the arbitrator, the appealing party shall, within ten (10) days, forward to the School District, the submission of the grievance which shall include the following:
 1. The issues involved;
 2. Statement of the facts;
 3. Position of the grievant; and
 4. The written documents relating to Section 4 of this grievance procedure.
- b. If there is any difference in opinion in (a) above, the other party will respond.

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. The 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 as soon as possible after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 7. Expenses

Each party shall be responsible for equally compensating the arbitrator for their necessary expenses. Each party shall bear its own expenses in connection with 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. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 8. 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 in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and the selection, direction and number of personnel.

In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 7. 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 outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in this 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 XII
SENIORITY, VACANCIES & LAYOFFS

Section 1. Seniority

Subd. 1

Seniority standing shall be granted to all employees in the unit. This standing shall be based on classification and District seniority.

Subd. 2

An employee shall lose their seniority upon voluntary termination from employment or

upon discharge for cause.

Section 2. Job Postings

Subd. 1

A "permanent job opening" is a vacancy in a position covered by the Agreement. A permanent job opening will not exist when any person who has a seniority claim on that position is on vacation, sick leave or other leave of absence. A vacancy is any movement or change in assignment, which does not occur as a result of reduction of staff.

Subd. 2

All vacancies or new jobs will be posted electronically on the district's website for a period of five (5) working days. Any present employee shall be eligible to apply in writing for said vacancy or new job.

Subd. 3.

Seniority, and all transfer requests pursuant to Section 3, will be considered in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position. Final decision shall be made by the District. Senior employees not selected will be provided the reason(s) in a conference with the responsible administrator. The employee may bring a representative of the Union to this conference, if desired.

Section 3. Transfers

Subd. 1.

Employees desiring a change in assignment may complete an annual general transfer request form at any time, and submit it to the Human Resources Office. The Human Resources Office will provide copies of all transfer requests to all building principals. Transfer requests submitted after May 1st do not have to be considered until after school starts the following year.

Subd. 2.

General transfer requests completed by employees will be considered whenever any changes in assignment, vacancies or job openings occur.

Subd. 3.

General transfer requests must be submitted each school year, and will be considered only for the school year submitted.

Section 4. Layoffs

Subd. 1.

Employees shall be laid off according to their seniority within classifications, the last hired shall be the first laid off. Employees shall be rehired according to seniority in the reverse order of layoff. Employees are required to furnish the School District with their current address and telephone number.

Subd. 2.

Employees shall be placed on a recall list for a period of two (2) years. Employees will have four (4) calendar days to respond to a recall. Failure to respond within the time frame or a refusal of a job offer will cause the employee to be removed from the recall list.

Subd. 3.

In order to be notified of job openings for which a laid-off employee may wish to apply, and to be recalled by certified letter from layoff, the employee must advise the School District of any change of address and telephone number.

Subd 4.

If a reduction of hours occurs during the school year, employees will be re-aligned within the building, with the least senior employee of the same number of hours being the one who will be bumped into the least senior paraprofessional position of the same number of hours within the entire District. Senior employees may elect to bump to the least senior paraprofessional position of the same number of hours within the entire District in lieu of accepting realignment within their building.

Decisions to accept realignment within the building or exercise bumping rights must be communicated to the Director of Human Resources within two (2) working days after receiving notice.

Section 5. Seniority List

The School District will post a seniority list, annually revise it, and mail a copy to the unit president.

ARTICLE XIII HOURS

Section 1. Workweek

The normal workweek shall consist of five (5) days with thirty-two and one-half (32.5) or more hours per week.

Section 2. Duty-Free Lunch and Breaks

The employee will receive a duty-free lunch period of up to thirty (30) minutes, if their workday is five (5) hours or more. Reasonable rest breaks that do not conflict with the need of service shall be provided by the District.

Section 3. Starting and Ending Time

The starting and ending time of the normal workday for each employee shall be established by the immediate supervisor. A copy of the schedule shall be provided to each employee.

Section 4. Snow Day

If school is canceled by the Superintendent or their designee after the employees report for

duty, employees shall be paid at their regular rate of pay for that day.

Section 5. Late Start/Early Release

In the event of a late start, an employee's work schedule will be adjusted by the amount of time of the late start. In the event of an early release, employees may be dismissed from work immediately after all students have been dismissed. Employees will be given the option of taking available leave or making up the time within a week of the late start or early dismissal, provided any hours in excess of forty (40) in a week would be made up at a later.

Section 6. Basic Work Year

The work year for the employees will be set by the District school calendar. All employees will be paid for student contact days scheduled on the calendar at the beginning of the school year whether such days are actually held or not. Other paid duty days may be held at the discretion of the District. Any make-up days shall be at the discretion of the District. Make-up days of said student contact days may occur outside of the school calendar and those days will not be compensated for again."

ARTICLE XIV HOLIDAYS

Section 1. Paid Holidays

Regular and full-time employees, as defined in Article III, shall receive the following paid holidays:

- | | |
|------------------|--|
| 1.Labor Day | 5.Good Friday |
| 2.Thanksgiving | 6.Memorial Day |
| 3.Christmas Day | 7.Presidents' Day |
| 4.New Year's Day | (provided students and teachers are not in building) |

Presidents Day will be an observed holiday as long as students and staff are not required to be in the building. In the event that students and teachers are required to be in the building, the employee will be provided a floating holiday to use upon advanced approval of the employee's immediate supervisor.

The floating holidays must be utilized by June 30 in the school year the holiday was provided.

Section 2. Changing Holiday Dates

Subd. 1. Compensation for Paid Holidays

All employees shall have the days off listed above with pay. If an employee is required to work on any of these days, the compensation shall be the holiday pay, plus regular pay for the hours worked.

Subd. 2. Change of Holidays

The School District reserves the right, if school is in session, to change any of the above

holidays and establish another holiday in lieu thereof. Any legal holiday, which falls within an employee's vacation period, shall not be counted as a vacation day.

Subd. 3. Holidays on Weekends

Holidays that fall on weekends will be observed on a day established by the School Board.

Section 3. Eligibility

In order to be eligible for holiday pay, an employee must have worked their regular workday before and after the holiday unless they are on an excused illness or leave under these provisions.

ARTICLE XV MISCELLANEOUS

Section 1. Uninterrupted Services

The parties recognize that their first obligation during the term of this Agreement is to see that the students of the District receive a continuous and uninterrupted delivery of instructional services.

Section 2. Probationary Period

New employees shall undergo a six (6) month probationary period, defined as six (6) full months on the job, before they are regarded as regular full-time employees. During the probationary period the employee may be terminated without just cause for any reason.

Section 3. Resignation

A resignation should be turned in at least two (2) weeks in advance of leaving. Employees should write a letter of resignation to the Director of Human Resources (copy to their Supervisor). The Director of Human Resources then presents the resignation to the School Board at its next regular meeting for acceptance.

Section 4. Job Assignment

The duties of each individual paraprofessional will be established or assigned by the respective building principal/head.

Section 5. Right and Responsibility

Employees are responsible to their respective building administrators. Should a grievance arise, an employee has the right of appeal through the grievance procedure.

Section 6. Discharge & Discipline

Discharge and discipline of an employee shall be only for just cause. Employees in the unit may be dismissed for just cause, and any of the following reasons shall be considered just cause for dismissal:

- a. Failure to perform duties assigned;
- b. Insubordination and lack of cooperation;

- c. Use of intoxicating liquor or drugs which are detected by their Supervisor, or anyone who comes in contact with the employee while the employee is on duty;
- d. The commission of any criminal or other offense involving moral turpitude; and/or
- e. Any other cause, which may be made grounds for dismissal by applicable statutes of the State of Minnesota or under the school board policies of the district.

Section 8. Representation During Disciplinary Meetings

If a Supervisor meets with an employee to discuss possible written reprimand, suspension or discharge, the employee shall be entitled to have a Union Representative present. The meeting shall occur within three (3) working days after the School District's request for such a meeting.

Section 9. Summer School

Employees hired to work as paraprofessionals during the school year who work as paraprofessionals for the district for summer school will be paid their same rate of pay for summer school that they receive during the school year.

ARTICLE XVI DURATION

Section 1. Term and Reopening Negotiations

This Agreement shall remain in full force and effect from July 1, 2030 and continuing through June 30, 222and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at expiration, it shall give written notice of such intent pursuant to the P.E.L.R.A.

Section 2. Effect

This Agreement constitutes the full and complete Agreement between the District and the Exclusive Representative of the Paraprofessional employees of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions inconsistent with these provisions.

Section 3. Severability

The provisions of this Agreement shall be severable by mutual agreement. If any provision is held to be invalid, it shall not affect other provisions of the Agreement or the application of any provision thereof.

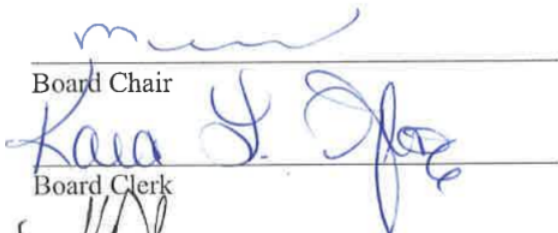
Paraprofessional Master Agreement Signature Page

Signed this 12th day of September 2022

INDEPENDENT SCHOOL DISTRICT #152

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

Board Chair

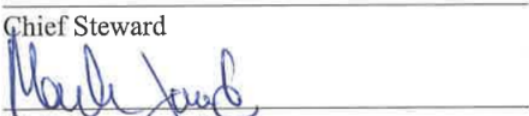


Board Clerk

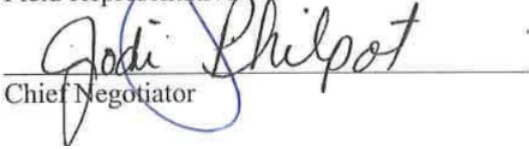


Chief Negotiator

Chief Steward



Field Representative



Chief Negotiator

[MOU: Exemplary Attendance](#)

2022-23									
STEP	Para 1	Para 2	Para 3	Para 4	Para 5	Para 6	Para 7	Para 8	Para 9
0-2	16.55	17.14	17.55	17.98	18.49	19.03	19.83	20.53	21.78
3	17.50	18.09	18.51	18.92	19.44	19.98	20.76	21.49	22.73
4	17.74	18.31	18.72	19.15	19.66	20.19	21.00	21.69	22.96
5	17.95	18.54	18.93	19.37	19.87	20.41	21.21	21.91	23.19
6	18.18	18.75	19.18	19.59	20.10	20.64	21.42	22.15	23.40
7	18.39	18.98	19.38	19.81	20.31	20.86	21.65	22.36	23.62
8	18.60	19.20	19.60	20.02	20.56	21.07	21.86	22.58	23.84
9	18.84	19.41	19.82	20.24	20.76	21.29	22.09	22.81	24.05
10	19.05	19.62	20.03	20.47	21.00	21.51	22.31	23.03	24.29
11	19.28	19.84	20.26	20.69	21.21	21.74	22.52	23.24	24.50
12	19.50	20.06	20.48	20.90	21.42	21.97	22.75	23.46	24.70
13	19.72	20.29	20.70	21.13	21.65	22.18	22.98	23.68	24.93
14	19.96	20.50	20.91	21.36	21.86	22.38	23.20	23.92	25.17
15	20.17	20.73	21.15	21.57	22.09	22.62	23.41	24.14	25.39
16	20.39	20.96	21.38	21.81	22.31	22.83	23.63	24.36	25.61
17	20.60	21.19	21.59	22.02	22.52	23.06	23.85	24.59	25.82
18	0.00	0.00	22.32	23.15	23.25	23.78	24.57	25.31	26.54

Paraprofessionals are paid on the Para 4 Lane.

2023-24									
STEP	Para 1	Para 2	Para 3	Para 4	Para 5	Para 6	Para 7	Para 8	Para 9
0-2	16.90	17.49	17.90	18.33	18.84	19.38	20.18	20.88	22.13
3	17.85	18.44	18.86	19.27	19.79	20.33	21.11	21.84	23.08
4	18.09	18.66	19.07	19.50	20.01	20.54	21.35	22.04	23.31
5	18.30	18.89	19.28	19.72	20.22	20.76	21.56	22.26	23.54
6	18.53	19.10	19.53	19.94	20.45	20.99	21.77	22.50	23.75
7	18.74	19.33	19.73	20.16	20.66	21.21	22.00	22.71	23.97
8	18.95	19.55	19.95	20.37	20.91	21.42	22.21	22.93	24.19
9	19.19	19.76	20.17	20.59	21.11	21.64	22.44	23.16	24.40
10	19.40	19.97	20.38	20.82	21.35	21.86	22.66	23.38	24.64
11	19.63	20.19	20.61	21.04	21.56	22.09	22.87	23.59	24.85
12	19.85	20.41	20.83	21.25	21.77	22.32	23.10	23.81	25.05
13	20.07	20.64	21.05	21.48	22.00	22.53	23.33	24.03	25.28
14	20.31	20.85	21.26	21.71	22.21	22.73	23.55	24.27	25.52
15	20.52	21.08	21.50	21.92	22.44	22.97	23.76	24.49	25.74
16	20.74	21.31	21.73	22.16	22.66	23.18	23.98	24.71	25.96
17	20.95	21.54	21.94	22.37	22.87	23.41	24.20	24.94	26.17
18	0.00	0.00	22.67	23.50	23.60	24.13	24.92	25.66	26.89

Paraprofessionals are paid on the Para 4 Lane.