



Working Agreement Between



**Minnesota School Employees Association - Austin Paraeducators**  
*and*  
**Independent School District No. 492**  
*July 1, 2023 - June 30, 2025*

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**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION - AUSTIN PARAEDUCATORS  
WORKING AGREEMENT  
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## **ARTICLE 1: AGREEMENT**

This Agreement, entered into by the Independent School District No. 492, Austin, Minnesota, hereinafter referred to as School District, and the Minnesota School Employees Association, hereinafter referred to as the MSEA, pursuant to and in compliance with the Public Employment Relations Act, hereinafter referred to as P.E.L.R.A.

In the event the membership of the appropriate unit selects an Exclusive Representative other than the Minnesota School Employees Association in accordance with the procedures found in MSA 179A.03, Subd. 8, then such new selection shall be considered the Exclusive Representative for all purposes herein.

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## ARTICLE 2: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- A. In accordance with the P.E.L.R.A., the School District recognizes the Minnesota School Employees Association, on behalf of the Minnesota School Employees Association - Austin Paraeducators, as the Exclusive Representative for Paraeducators in the Appropriate Unit, employed by the Independent School District No. 492.
  
- B. Appropriate Unit: The Exclusive Representative shall represent all such Paraeducators of the District contained in the appropriate unit as defined in Article III of the Agreement and the P.E.L.R.A.

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## ARTICLE 3: DEFINITIONS

- A. Description of Appropriate Unit: For purposes of this Agreement the term, "Paraeducators" shall mean:

"All Paraeducators of Independent School District No. 492, Austin, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five per cent (35%) of the normal work week and more than sixty-seven (67) workdays per year, excluding supervisory Paraeducators, confidential Paraeducators and all other Paraeducators." In addition, the definition of a regular work week for paras shall be 30 hours per week for a period of time equal to the regular school year as established by the school board pursuant to Minnesota Statutes 1201.40.

The term "Superintendent" shall mean Superintendent or Human Resource Director.

- B. Section 1. Paraeducators required by the District to take training will be paid for all hours in school and / or in-service. The District will pay the cost of registration, required materials, time away from the job, or paid time if not on duty. Costs associated with job related training not required by the District may be reimbursed if the Paraeducator has prior approval of the building principal.

Section 2. The School District will provide adequate training for all Paraeducators to do their job. (Examples: modules of learning from the State, blood borne pathogens, terrorist threats, confidentiality, non-aggressive crisis prevention training, etc.) The District will determine what, if any, training is necessary for Paraeducators and provide for such training in accordance with Section 1 of this Article. Examples in this section are not enforceable under the contract and do not set precedent.

- C. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

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## ARTICLE 4: MANAGEMENT RIGHTS

- A. 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 School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- B. School Board Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.
- C. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all Paraeducators covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all Paraeducators 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 Board 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, directives or orders shall be null and void and without force and effect.
- D. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved herein, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

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## ARTICLE 5: PARAEDUCATOR RIGHTS AND PROBATIONARY PERIOD

- A. Probationary Period: An Paraeducator under the provisions of this agreement shall serve a probationary period of 120 workdays in the school district.
- B. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Paraeducator or his/her 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 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.
- C. Right to Join: Paraeducators shall have the right to join labor or Paraeducator organizations and shall have the right not to join such organizations.
- D. Personnel Files: All personnel files shall be available during regular school business hours to each individual Paraeducator as provided by statute (including the number of times an Paraeducator can review their file). Personnel files are defined as the file maintained in the district office, the payroll history file, the health and life insurance files and other data that is deemed to be public data or private data on individuals as defined in the Government Data Practices Act. The Paraeducator shall have the right to reproduce any of the contents of the files, at the Paraeducators cost, and to submit for inclusion in the file written information in response to any material contained therein, with a maximum number of pages as provided by statute. The School District may destroy such files as provided by law.

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## ARTICLE 6: DUES CHECKOFF

- A. Payroll Deductions. Pursuant to Minn. Stat. §179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

Subd 1. Employers must commence deductions within 30 days of notice of authorization from the exclusive representative and must remit the deductions to the exclusive representative within 30 days of the deduction. The failure of an employer to comply with the provisions of this paragraph shall be an unfair labor practice under section 179A.13, the relief for which shall be reimbursement by the employer of deductions that should have been made or remitted based on a valid authorization given by the employee or employees.

Subd 2. Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than thirty (30) days following the end of each payroll period.

Subd 3. Bargaining unit information. Within 20 calendar days from the date of hire of a bargaining unit employee, a public employer must provide the following contact information to an exclusive representative in an Excel file format or other format agreed to by the exclusive representative: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd 4. Every 120 calendar days, a public employer must provide to an exclusive representative in an Excel file or similar format agreed to by the exclusive representative the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd 5. A public employer must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

- B. This Article shall not apply to any organization that has lost its right to dues checkoff under the provisions of P.E.L.R.A.
- C. The Exclusive Representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, executions, or other forms of liability, liquidated or unliquidated, which any



Paraeducator may have or claim to have now, or in the future, arising out of, or by reason of, the deduction of dues check off specified by the Exclusive Representative as provided herein.

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## ARTICLE 7: WAGE SCHEDULE

### A. Wages:

**2023-2024 Salary Schedule:** The wages and salaries as provided in Schedule A herein shall be in effect for the 2023-2024 contract year, and Schedule B herein shall be in effect for the 2024-2025 contract year.

**2023-2024 Step Placement:** Paraeducators will advance one step, if eligible over their prior year 2022-2023 assigned step.

**2024-2025 Step Placement:** Paraeducators will advance one step, if eligible over their prior year 2023-2024 step.

**Successor Agreement:** In the event a successor agreement is not entered into prior to July 1, 2025, an Paraeducator shall remain at the same step as compensated during the 2024-2025 contract year until a successor agreement is reached.

**Hiring and Salary Placement:** Paraeducators must meet the qualifications as needed for the position. Experience as a paraeducator or teaching experience shall qualify for placement on the salary schedule. The parties recognize that some position such as, but not limited to, security and media center personnel are less common to the unit and experience and education may differ. Placement beyond step A shall be reviewed with the unit Chief steward by Human Resources.

**Pay Periods:** Compensation will be based on the number of hours worked per day times the number of working days in the school calendar prorated over the school calendar year. Compensation will be received over 22 periods. Deductions will be made for hours, or days not worked.

**Summer Hours:** All Paraeducators working summer school will be paid at their current year's rate of pay.

**Rehired Paraeducators:** Paraeducators who leave the unit and are then rehired will be paid at the wage they were receiving or the minimum (whichever is higher) when they left provided they have worked in the unit for at least five years. Seniority will be lost and the Paraeducator will start over with career increments as well.

2023-2024 Wage Scale			2024-2025 Wage Scale		
		MHBA's COOP IV			MHBA's COOP IV
1	\$17.00	\$18.00			
2	\$18.05	\$19.05	1	\$18.35	\$19.35
3	\$18.30	\$19.30	2	\$19.05	\$20.05
4	\$18.55	\$19.55	3	\$19.30	\$20.30
5	\$18.80	\$19.80	4	\$19.55	\$20.55
6	\$19.05	\$20.05	5	\$19.80	\$20.80
7	\$19.30	\$20.30	6	\$20.05	\$21.05
8	\$19.55	\$20.55	7	\$20.30	\$21.30
9	\$19.80	\$20.80	8	\$20.55	\$21.55
10	\$20.05	\$21.05	9	\$20.80	\$21.80
11	\$20.30	\$21.30	10	\$21.05	\$22.05
12	\$20.55	\$21.55	11	\$21.30	\$22.30
13	\$20.80	\$21.80	12	\$21.55	\$22.55
14	\$21.05	\$22.05	13	\$22.00	\$23.00

This salary schedule continues the implementation of pay equity (Comparable Worth).

**B. Career Increment**

Paraeducators who completed step U in 2022-2023 will receive an annual salary adjustment of \$750 to be paid on the last pay period in June 2024.

Paraeducators who complete step 14 in 2023-2024 will receive an annual salary adjustment of \$750 to be paid on the last pay period in June 2025.

**C. Special Education Transportation:** Paraeducators assigned by the School District to ride special education transportation before and after school will be paid a \$1.25 per hour premium for the actual time in riding supervision responsibilities.

Field trips and other school day trips are exempt from this pay consideration.

**D. Direct Deposit:** Paraeducators will be paid by direct deposit. Salary amounts due shall be posted to the bank of the Paraeducator's choice for crediting to the Paraeducators' account provided such bank is a member of the Automated Clearing House. All monies earned will be paid by direct deposit.

**E. Field Trips:** The District and Paraeducators understand that field trips mean that breaks and lunch may look different than a regular day. Paraeducators and administration will work to establish a break and lunch schedule for field trips ahead of time and overtime will only be granted if it is approved through administration and the Human Resources office ahead of time. If during the field trip day, scheduled breaks and/or lunches cannot be granted, the Paraeducator will be paid.

- F. Incentive Policy: The Incentive Policy encourages unit members 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 Paraeducator's time and at the Paraeducator'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:
1. Thirty (30) hours are required to receive the 10 cents increase to a maximum of 150 hours. Incentive training could earn an Paraeducator an additional 50 cents per hour in addition to base pay.
  2. Incentive training must have been obtained after July 1, 2008, in order to qualify for incentive pay.
  3. Incentive pay experience must be pre-approved by members of the incentive committee which shall be made up of the Chief Steward and Vice Steward, Director of Special Services and the Director of Human Resources. Once properly documented and submitted to Human Resources the pay adjustment will be made. Credits submitted to the committee must be submitted to Human Resources Office prior to September 1<sup>st</sup> and/or February 1<sup>st</sup>. Credits submitted by September 1<sup>st</sup> and approved will result in a salary change for the entire school year. Those submitted by February 1<sup>st</sup> 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.
- G. Overpayment or Underpayment: If the District overpaid or underpaid a Paraeducator, such payment will be reclaimed by the District or the Paraeducator. Before such action is taken, there will be a personal conference with the Paraeducator entitled to representation from the exclusive representative. The payment terms shall be mutually agreed upon.

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## ARTICLE 8: NORMAL WORK PERIOD

The normal work period will be defined as six (6) hours per day, thirty (30) hours per week and will be consistent with the normal school year during which students are in attendance as established by the School District. The starting time of work shifts will be governed by operational needs. At the time of employment, a work assignment notice will be given that includes the site to which the Paraeducator is assigned and the hours per day. Paraeducators will be given a two (2) week written notice of any permanent change in this schedule. In cases of emergency, less than a two (2) week notice may be used; however, Paraeducators will be provided a written notification of the permanent change in the schedule within two (2) weeks of working the new schedule. Additional work time in the same assignment does not constitute a new position. Paraeducators will work the entire day for any scheduled District-wide staff development early out day during the school year. Staff development opportunities or other activities will be made available for all paraeducators during this time.

In-Service Days: The district will notify the unit each year by e-mail or paper mailings (if requested by the Paraeducator) of any in-service days Paraeducators will work during the subsequent school year.

Assignment Letters: Assignment letters will be emailed 30 days prior to the start of the school year.

Relief Period: Paraeducators will be given a fifteen (15) minute paid relief period during each three (3) hours of work each day.

In-Service Workshops: Paraeducators will be given the option of attending in-service workshops (excluding those workshops scheduled as workdays by the District) at their discretion, and with the prior approval of the Superintendent or his/her designee. If Paraeducators are approved to attend and do participate in in-service workshops, they will be paid their hourly rate for the amount of time involved. If an Paraeducator must use their personal vehicle, mileage will be paid at the rate established by the School District.

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## **ARTICLE 9: HOLIDAYS**

All members of the unit shall be granted Christmas Day, New Year's Day, Thanksgiving Day, and Memorial Day as paid holidays. Holiday pay shall be in relation to the normal hours worked by each Paraeducator per day. Compensation for Thanksgiving Day and Memorial Day shall be paid in the first pay period following the holiday. Compensation for Christmas Day and New Year's Day shall be paid in the first pay period following New Year's Day.

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## ARTICLE 10: CHILD CARE AND ADOPTION LEAVE

Paraeducators will be granted childcare leave up to five (5) months duration for the birth of a child or adoption. The Superintendent or his/her designee will be responsible to recommend to the School Board the period of childcare or adoption leave. The ending date for the leave of absence shall be a maximum of five (5) months after termination of pregnancy or date of adoption. However, upon receipt of a doctor's certificate prior to the end of such leave stating that because of complications resulting from such pregnancy, the Paraeducator is unable to return to work, then the Paraeducator's leave may be extended up to an additional two (2) months as required by the doctor. Paraeducators on childcare or adoption leave will be placed in the same job they held prior to going on childcare leave, unless that position has been eliminated due to organizational needs while on leave. Any Paraeducator not returning at the expiration of the above granted leave shall lose all seniority rights and rights to re-employment with the School District.

Allocation Use: Paraeducators may use accrued sick leave during the period of their childcare leave or adoption leave when they are unable to work as verified by a doctor's statement.

Return to Service: Paraeducators may return to work as soon as they are able as verified by a statement from their doctor. Paraeducators intending to return must notify the district in writing of their intent to return at least ten (10) working days in advance.

Seniority Reduction: The parties agree that the applicable periods of probation for Paraeducators as set forth in Article XXV, Seniority are intended to be periods of actual service enabling the District to have opportunity to evaluate the Paraeducator's performance. The parties agree, therefore, that periods of time for which the Paraeducator is on childcare and adoptive leave shall not be counted in determining the completion of the probationary period.

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## ARTICLE 11: PERSONAL LEAVE

- A. Personal Leave: An Paraeducator who has completed his/her probationary period of 120 workdays is eligible for three (3) days of personal leave per year. Requests for utilization of a personal leave day shall be made in the automated absence system, no later than three (3) days prior to the requested leave, except in cases of extreme emergency. Such request shall be subject to the approval in advance by the Superintendent or his/her designee. Failure to submit the request for paid personal leave the required three (3) days in advance will result in denial of the paid personal leave day. Requests for use of personal leave for emergency school closings must be submitted within one (1) week of the day school was closed. Up to 5% of the para unit will be allowed personal leave on any given day.
- B. Per Day Limitation: Under no circumstances shall the School District's decision to grant personal leave in excess of the maximum numbers listed in section A., to grant personal leave in excess of five (5%) percent of the total staff be construed as establishing a past practice or prejudice the District's right to enforce such restrictions at its discretion.
- C. Unpaid Emergency Leave: Paraeducators will be allowed three (3) days of absence without pay each school year for personal emergency leave. For purposes of this Article, Personal Emergency Leave shall be determined by the Building Administrator. Personal Emergency Leave days will result in all wages and benefits being deducted from the Paraeducator's pay for each day taken. Personal Emergency Leave days will not be carried over from one school year to the next. Absence due to inclement weather, if Paraeducators are expected to be on duty and personal leave is not available the Paraeducator may be assessed a Personal Emergency Leave Day. Snow days will be recorded separately as an "unpaid snow day."
- Additional Personal Emergency Leave may be granted to cover personal exceptional situations at the discretion of the Director of Human Resources. Under no circumstances shall the School District's decision to grant Personal Emergency Leave in excess of the maximum numbers listed above be construed as establishing a past practice or prejudice the District's right to enforce such restrictions at its discretion.
- D. Leave for Childs School Functions: School District will grant Paraeducator up to a total of sixteen (16) hours during any school year to attend school related functions related to Paraeducator's child, per provisions of applicable law. Only paid personal leave or non-compensable leave may be used for this purpose.
- F. Perfect Attendance: The School District shall award one personal day to any Paraeducator who has achieved one school year of perfect attendance with no tardies. Perfect attendance is defined as having completed one school year of continuous days of perfect attendance excluding any personal leave the Paraeducator uses for school closings. This means the Paraeducator must not have been laid off, taken regular sick leave, taken a personal leave of absence, tardy or had an injury on the job (of more than 2 days) during that school year.

The personal day must be used during the next school year in which it was awarded. If the personal day is not used within that year, it will not accrue or carry over.



If a Paraeducator qualifies for leave under FMLA leave, such leave will not disqualify an Paraeducator from achieving perfect attendance.

Terminated Paraeducators or Paraeducator who resign are not eligible to use or receive compensation for a personal leave day award based on perfect attendance. An Paraeducator who has been awarded a personal day based on perfect attendance and is subsequently placed on layoff the following school year, shall be compensated at their daily rate of pay for the personal day awarded.

At the end of each school year, the Department of Human Resources will determine eligibility by using attendance records. If eligible, a perfect attendance letter will be generated and sent to the Paraeducator and payroll indicating an additional personal leave day will be added to the Paraeducator's bank for the following school year.

- G. Personal Leave Payout: In a given school year members of the unit not taking personal leave day(s) shall be compensated at the then current rate of pay, such payment to be made the first payday after the completion of the school year.
  
- H. In a given school year, members of the unit who have taken six (6) sick days or less, and have no unpaid days, except on emergency closings, shall be eligible to trade in their personal days for payment.
  - a. Trade 3 unused personal leave days for a payment of \$500
  - b. Trade 2 unused personal leave days for a payment of \$325
  - c. Trade 1 unused personal leave days for a payment of \$150

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## ARTICLE 12: SICK LEAVE

- A. Each Paraeducator shall earn **1.0** day of sick leave for each month up to a maximum of ten (10) annual days excluding July and August.
- B. A maximum of nine (9) sick leave days per year may be used for an Paraeducator's parents (step), spouse and adult children (step), or as entitled by law. In addition, up to a maximum of five (5) sick leave days per year may be used for sick family members as listed: siblings (step), grandparents, grandchild, father-in-law, mother-in-law, aunt, uncle, sister-in-law, brother-in-law, son-in-law, daughter-in-law or grandparent-in-law, or as entitled by law. Per [M.S. 181.9413](#), to include safety leave as described by statute, a Paraeducator may use his/her sick leave for dependent children under and over the age of eighteen (18). Sick leave may also be used under the other provisions of [M.S. 181.9413](#) and the Agreement shall not impose a limit on benefits as provided by the law. Unused sick leave may be carried forward to the next succeeding work year.
- B. Proof of Illness: The Superintendent or his/her designee may call for proof of illness, such as a doctor's certificate to substantiate the request for sick leave.
- C. Injury Pay Option: When an Paraeducator is off work with a compensable injury, the Paraeducator shall receive the difference between the Paraeducator's compensation check and the Paraeducator's regular check until accumulated sick leave is used up.
- D. Physical Exam: An audit will be made of Paraeducator absence and administrative review will occur with those Paraeducators who have established a pattern of continuous absence. If deemed necessary, the School District may require a complete physical examination. Should it be determined that sick leave privileges have been abused, the School District shall notify the Paraeducator in writing indicating the expected correction. Should correction not be made, disciplinary action will be taken.
- E. Child Illness: An Paraeducator may use personal sick leave benefits provided by the School District for absences due to illness of the Paraeducator's child, per provisions of applicable laws.
- F. Spouse Illness: Sick leave may be used for spouse doctor appointments requiring the Paraeducator's attendance. The Superintendent or his/her designee may call for proof of required attendance, such as a doctor's certificate to substantiate the request for sick leave. Members may also use sick leave to provide direct constant care for a spouse, with a prior written statement from the physician ordering such care.
- G. Retiree Sick Leave Buyback: Paraeducators at least 62 years old, with a minimum of 20 years of service with the district, may upon their retirement sell back unused sick leave up to a maximum of 100 days at the rate according to the following formula with a maximum allowable credit for 25 years of service with the district.

(# Days of Accumulated Sick Leave (Up to 100 days maximum)) \* (Number of years of Service (Up to 25 years maximum)) \* (\$1.00) · Example: An Paraeducator aged 63 with 30 years of service with 180 days of banked sick leave would receive  $(100*25*\$1.00) = \$2,500$ . An Paraeducator aged 65 with 21 years of service with 50 days of banked sick leave would receive  $(50*21*\$1.00) = \$1,050$

·The district payout will be made into an Paraeducator's 403(b) retirement savings program.

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## **ARTICLE 13: LEAVE OF ABSENCE FOR DEATH IN IMMEDIATE FAMILY**

- A. The maximum number of allowable paid days that may be used by an Paraeducator during any work year under this Article shall be ten (10), regardless of the number of such deaths.
  
- B. In the event of death in the immediate family (spouse, child, father, mother, father-in-law, mother-in-law, step-parent, sister, brother, step sibling, son-in-law, daughter-in-law, step-child, grandparents, or grandchildren of the Paraeducator), the Paraeducator may be allowed up to a maximum of five (5) days absence. In the event of death in the extended family (aunt, uncle, niece, nephew, brother-in-law, sister-in-law or grandparent-in-law) the Paraeducator may be allowed up to a maximum of two (2) days absence. The total yearly maximum shall not exceed fifteen (15) days. This right shall have no accumulation privileges. In extenuating circumstances, the Superintendent or his designee may grant leave in excess of five (5) days in the case of immediate family and in excess of two (2) days in the case of extended family. In extenuating circumstances, the Superintendent or his designee may grant leave with pay in excess of fifteen (15) days.

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## **ARTICLE 14: REDUCTION OF HOURS**

In the event it is determined by the School Board that it is necessary to reduce the work force, the administration will determine which position will be eliminated or reduced. Paraeducators whose positions are eliminated or whose hours are reduced by more than 20%, the person in that position shall then bump the most junior person in her/his classification for which he/she is qualified, with the same or closest to, number of hours outside or inside her/his building. If there is no one in the same classification junior to the person holding the position to be eliminated, she/he shall bump the most junior person in the next lower classification. Paraeducators may not bump into a higher classification. If there is no junior person in the categories involved, the individual would be placed on recall.

If an Paraeducator has two assignments in different classifications, they will be considered the classification in which they work the most hours for purposes of bumping. If the number of hours is equal in two classifications, they will be considered the higher classification.

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## ARTICLE 15: LEAVE OF ABSENCE

- A. An Paraeducator who has completed their probation period of 120 workdays may apply for a leave of absence without pay for up to one (1) year. The approval or denial of such leave shall be at the discretion of the School District. Other employment may not be taken during the leave.
- B. An Paraeducator on an approved leave of absence shall retain the seniority which had previously been accrued. Paraeducators returning from a leave of absence up to six months will return to the same position. Paraeducators returning from a leave of absence lasting more than six months will return to a position of like status.
- C. Paraeducators on leave must submit by April 1 a written request to return from a leave for the following September or ninety (90) calendar days prior to the end of the approved leave. Any Paraeducator who does not submit a written request shall be considered terminated, and the School District shall have no obligation to said Paraeducator.
- D. The Paraeducator returning from a leave of absence shall be re-employed in a position of comparable duties, and number of hours, if possible. If, during the leave, the District experiences a layoff and the Paraeducator would have lost a position had the Paraeducator not been on leave, the Paraeducator is not entitled to reinstatement in the former or comparable position. In such circumstances, the Paraeducator retains all rights under Article XXV, Seniority.
- E. Failure of an Paraeducator to return pursuant to a determination under this Section shall constitute grounds for termination unless the District and the Paraeducator shall mutually agree to an extension of the leave.

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## ARTICLE 16: MEDICAL LEAVE OF ABSENCE

- A. An Paraeducator who has completed his/her probationary period who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available, may, upon request, be granted a medical leave of absence without pay up to one year. At the end of one year, an Paraeducator may request an extension of the unpaid medical leave and may be granted additional unpaid medical leave of up to six (6) months at the discretion of the School District.
- B. A request for leave on unpaid leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the Paraeducator is able to assume his/her normal work responsibilities.
- C. An Paraeducator on an approved unpaid medical leave of absence shall retain seniority which had previously been accrued. Seniority will be frozen at time of going on leave.
- D. During the Paraeducator's approved unpaid medical leave of absence under this Article, the School District shall continue to pay its contribution of long-term disability (LTD) premium and life insurance premium to a maximum of one-half of the individual's seniority or age 65, whichever is less.
- E. Upon return from an unpaid medical leave of absence of one year or less, the Paraeducator shall return to the same position held prior to going on leave. In the event an Paraeducator returns from an unpaid medical leave of absence of more than one year, the Paraeducator shall be placed in a position within the same classification and hours that they worked before going out on medical leave.
- F. Vacant positions due to medical leave of absence shall be filled following the process outlined in Article XVII, Posting of Vacant Positions.

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## **ARTICLE 17: JURY DUTY LEAVE**

Any Paraeducator who is summoned for jury duty or subpoenaed as a witness shall receive his/her regular pay for such period, and he/she shall reimburse the school district the amount of compensation he/she received as a juror or a witness. For purposes of jury duty leave in this Article, an Paraeducator is not “subpoenaed as a witness” for any court appearance where the Paraeducator is the criminal defendant or where the Paraeducator is charged with a violation of law or where the Paraeducator is the plaintiff in a civil action or has otherwise initiated the litigation, claim or case. Paraeducators who are released from jury duty prior to the end of a normal workday will report to work on being released from jury duty.

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## ARTICLE 18: POSTING OF VACANT POSITIONS

- A. A temporary vacancy up to six (6) months may be filled at the discretion of the School District without the posting of any notices. If the temporary position becomes permanent, the position will be posted. If the incumbent in the temporary position is given the permanent position, the Paraeducator's seniority date will revert back to the first day the Paraeducator held the temporary position after successfully completing the probationary period that begins at the date the person was given the permanent position.
- B. . If the temporary position is filled by a unit member, that individual will have the right to return to his/her former position at the end of the temporary position assignment. If a temporary position becomes a permanent position (after six months) it will be posted in accordance with provision of this Article.
- C. Notice of vacancies in Paraeducator positions which will be in excess of six (6) months and newly created positions shall be posted, with the type of work and place of work, on the District website; a copy of such notice shall be sent to the Chief Steward of the local unit for the Austin Paraeducators and announced across the District via email. Said vacancies shall be posted for a period of five (5) working days. The School District shall have the absolute right to fill the vacancy and the newly created position from among the existing Paraeducators or by hiring new Paraeducator(s), subject to the recall provisions of Article XXV of this Agreement, and the decision of the School District shall not in any way be grievable or in violation of this Agreement. This Article shall not be construed in such a way to give anyone a claim to such position.
- Notwithstanding the above, the Paraeducator may grieve the failure of the School District to post said notice or the failure of the School District to comply with the recall provisions of Article XXV of this Agreement.
- D. The School District reserves and retains the sole and absolute right to transfer Paraeducators. Paraeducators will not be transferred from a building which begins the school year after the traditional Labor Day start to a building that begins with Intercession Periods (45/15 schedule) that will cause financial harm to the Paraeducator.
- E. Summer postings will be made available to all Paraeducators.

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## ARTICLE 19: DISCIPLINE AND DISCHARGE

- A. All discipline and discharge shall be made only for just cause.
- B. Normal discipline shall be prescribed in the following manner:
  - 1) Verbal warning
  - 2) Written warning
  - 3) Temporary suspension without pay
  - 4) Termination

An Paraeducator may have a union representative present with him/her at a meeting with a supervisor called for the purpose to discuss a written reprimand, suspension or discharge.

- C. School District reserves and shall have the absolute right to discharge Paraeducators for theft from the School District, who appear on the job if their breath smells from the consumption of alcoholic beverages, who consume alcoholic beverages on the job, who smoke marijuana on the job or who are in any way affected from smoking marijuana when beginning their job, or who in any way take or inject any non-medically prescribed drugs or controlled substances while on the job, or who show up on the job under the influence of any other such drug or controlled substance.
- D. The right of the School District as set forth above shall not be greeable, but the School District may be required to prove the facts giving rise to the reason for discharge through the grievance procedure.
- E. In all other cases, discharge shall be for just cause except for those Paraeducators who are serving a 120 workday probationary period, during which probationary period such Paraeducator may be discharged by the School District without cause and without the same causing a breach of this Agreement or constituting a grievance hereunder.

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## **ARTICLE 20: MILEAGE**

Paraeducators, who are required to drive their personal automobiles in the performance of their duties, if such travel has received prior authorization by the Superintendent or his /her designee, shall be reimbursed for their actual mileage per the Federal Internal Revenue (IRS) mileage rate. All mileage must be submitted within thirty (30) days to the Business Office.

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## ARTICLE 21: SCHOOL CLOSINGS

When, because of weather conditions or other emergencies the schools are closed prior to 7:30 a.m., Paraeducators will be paid one-half (1/2) day pay. For purposes of this Article, notification to the Paraeducators shall be sufficient if the local news media makes the announcement prior to 7:30 a.m. of said day that the schools are closed for the day.

Additionally, employees will have the following options available to them for the unpaid half-day portion of a weather/emergency closing:

1. To participate in staff development opportunity that is offered by the District.
2. To take contractual leave.
3. Take the time unpaid.

If a delayed opening is announced by 7:30 a.m., and then schools close prior to a ½ hour window of the delayed start time, Paraeducators will be paid one-half (1/2) day pay.

When an Paraeducator has reported for work and school is closed after 10:30 a.m., Paraeducators shall be paid for a full day's work. Snow days will be recorded separately as an "unpaid snow day." When, because of weather conditions or other emergencies, there is a delayed opening for students, Paraeducators shall report at their regular lead time, with no salary deduction.

When school is cancelled and students are engaged in Flex Learning, Paraeducators will be provided the following options:

1. The opportunity to work remotely as assigned.
2. Take a personal leave day if one is available.
3. To participate in staff development opportunity that is offered by the district.

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## ARTICLE 22: INSURANCE

A. Paraeducators working a minimum of 30 hours per week may purchase single or dependent health insurance coverage at the request of the Paraeducator. The level of coverage shall be available to the staff as follows:

- Option 1 - \$1,500/\$3,000 (23-24) & \$1,600/\$3,200 (24-25) High Deductible Plan
- Option 2 – \$6,750/\$13,500 Deductible Plan

In the 2023-2024 school year, the School District shall pay \$850 per month towards the cost of the Paraeducator, who is working a minimum of 30 hours per week, premium. In the 2024-2025 school year, the School District shall pay \$920 per month towards the cost of the Paraeducator, who is working a minimum of 30 hours per week, premium. The remaining cost of premiums shall be borne by the Paraeducator and will be by payroll deduction. If an Paraeducator is on any type of unpaid leave of absence and has enrolled in the District's insurance plan, all premiums must be prepaid one month in advance unless applicable law provides otherwise.

A Paraeducator must affirmatively enroll in health insurance coverage at the time of initial eligibility and for each subsequent plan year by completing and submitting, within the time period established by the School District, all enrollment materials required by the School District. An Paraeducator's failure to complete and submit the required enrollment materials on or before the applicable deadline shall constitute a waiver of the health insurance coverage offered by the School District.

If the insurance coverage is not available, the School District has no responsibility for providing the insurance.

- B. The School District reserves the right to provide health insurance coverage in addition to the coverage described herein including, but not limited to, larger premium payments in order to manage the potential penalties to which the School District may be subject under the School District shared responsibility requirements found in Section 4980H of the Internal Revenue Code. Such coverage, in addition to the coverage described herein, will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable reduction in aggregate value limitations.
- C. The School District will furnish all Paraeducators term life insurance in the amount of \$35,000 which includes accidental death and dismemberment benefits. The School District will pay for the insurance, which must be maintained as a selected group insurance. All Paraeducators will be required to be members of the group.
- D. The School District will furnish all Paraeducators that work a minimum of six (6) hours per day with income protection insurance which is provided generally for Paraeducators of the School District. Sick leave may not be used once an Paraeducator has become eligible for long term disability insurance payments. Sick leave may be used after the Paraeducator returns to work subject to this agreement and the terms and conditions of the district's long term disability insurance policy.

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## **ARTICLE 23: TAX DEFERRED MATCHING CONTRIBUTIONS PLAN 403(b)**

- A. **Eligibility:** A Paraeducator in District No. 492 shall be eligible to receive a District matching contribution to a state-approved 403(b) tax deferred matching annuity, selected by the District, as described in M.S. §356.24, as amended, provided that:
1. The Paraeducator has at least four (4) consecutive years of Paraeducator experience in District No. 492.
  2. The Paraeducator is full-time (at least 6 hours) or part-time with an assignment of at least 0.5 FTEs (at least 3 hours). The District's annual maximum matching contribution for a part-time Paraeducator shall be prorated based on the part-time Paraeducator's FTEs. For example, 5<sup>th</sup> year, Paraeducator working 3 hours per day would be eligible to receive one-half (50%) of the District's matching contribution, as provided under Section B of this Article.
  3. The Paraeducator voluntarily elects and authorizes a salary reduction contribution to a 403(b)-tax deferred annuity to be paid by payroll deduction, with equal contributions each pay period to go into effect September 1 of the same year.
  4. The Paraeducator notifies the District in writing, of his or her election under 3 above, and the amount of his or her elected salary reduction contribution.
  5. The Paraeducator notifies the District in writing within fifteen (15) days of any change to his or her participation in a 403(b) tax deferred annuity under 4 above; including but not limited to a change in the amount of his or her elected salary reduction contribution.
  6. The District is entitled to rely upon the information contained in the Paraeducators' most recent notification received by the District.
- B. **Amount of District Contribution:** Paraeducators, after their fourth (4<sup>th</sup>) consecutive year of Paraeducator experience in District No. 492 shall be eligible to receive an annual maximum District matching contribution. The portion of the applicable annual maximum District matching contribution to which a particular Paraeducator is entitled shall be determined on a dollar-for-dollar basis. For every dollar of elected salary reduction contribution for a year made by the Paraeducator under Section A above, the Paraeducator shall receive one dollar of District matching contribution up to the applicable maximum District contribution of Five Hundred Twenty (\$520) The matching contribution shall be 100% non-forfeitable at all times.

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## **ARTICLE 24: HAZARD REIMBURSEMENT**

The School District will reimburse an Paraeducator covered by this agreement for the actual cost of repairing or replacing like physically required corrective lenses and/or hearing aids damaged by students during the performance of their duties during the workday. Reimbursement shall be only for the actual cost incurred. The School District shall require an accident report and written repair bills as documentation before reimbursement is paid.

This Article in no way allows for an eye examination or hearing test to be paid by the School District. Only actual costs to repair the then current eye or ear appliance are reimbursable under this Article.

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## ARTICLE 25: SENIORITY

A. Layoff and recall shall be on the basis of seniority as defined in this Article and shall be according to the provisions set forth in this Article, but seniority shall not entitle Paraeducator to a position for which the Paraeducator is not qualified.

B. 1. A seniority list shall be established by the School District. The seniority list shall include the name of each Paraeducator (including probationary Paraeducators, except that such inclusion shall not grant seniority to probationary Paraeducators and is for information only), the years of seniority and the earliest (first) date of continuous employment as a Paraeducator for the School District.

The seniority list shall be posted by November 1.

A copy of the tentative list will be posted in Human Resources Department and on the Human Resources Department website. A copy of the tentative seniority list will be emailed to the Chief Steward of the Minnesota School Paraeducators Association - Austin Paraeducators.

The seniority list will become final unless challenged through the grievance procedure within thirty (30) calendar days after such list has been posted.

A copy of the final seniority list will be posted in the Human Resources Department and on the Human Resources website. A copy of the final seniority list will be emailed to the Chief Steward of the Minnesota School Paraeducators Association - Austin Paraeducators.

2. In years subsequent to June 30, 1976, changes, if any, other than caused by passage of time, in the official seniority list, shall be made yearly by the School District and shall be posted on or before November 1st of each year. Such changes shall be posted in the Human Resources Department, on the Human Resources website, and a copy of such changes will be sent to the Chief Steward of the Minnesota School Paraeducators Association - Austin Paraeducators at such Chief Steward's last address on file in the Human Resources Office of the School District. Such changes in the official seniority list, unless challenged on or before fifteen (15) days following the posting of said seniority list, shall be final and shall be incorporated into the official seniority list. After the challenge period expires, a copy of such new official seniority list shall be posted in the Human Resources Department and a copy of such new official seniority list will be sent to the Chief Steward of the Minnesota School Paraeducators Association - Austin Paraeducators at such Chief Steward's last address on file in the Human Resource Office of the School District. Only those Paraeducators who are involved in such change shall be permitted to challenge said updated seniority list.

C. 1. Seniority shall be granted only to those Paraeducators who work an average of fourteen (14) hours or more per week or thirty-five per cent (35%) of the normal work week and more than sixty-seven (67) workdays per fiscal year which runs from July 1 to

June 30.

2. The School District shall not arbitrarily reduce the number of work hours for Paraeducators which would result in denying such Paraeducator seniority rights hereunder.

3. Work performed by Paraeducators during the normal summer recess shall not be included, nor be counted toward the computation of seniority rights.

- D. Seniority shall be defined as years and months of continuous employment as a Paraeducator from the most recent date of continuous employment as a Paraeducator for the School District. Seniority shall be computed by years and months of service and an Paraeducator's position on the seniority list shall be determined by years and months of service. In the event of ties in the number of years and months of service, employment from the first date of work performed by the Paraeducator in continuous employment covered by this contract shall be used to break ties.
- E. Seniority shall be computed upon services rendered during a fiscal year (July 1 through June 30) rather than a calendar year. In any one fiscal year, an Paraeducator shall accrue a maximum of one year's seniority for all services performed.
- F. Seniority shall continue to accrue while an Paraeducator is on sick leave within a school year but shall be frozen at the end of the school year until the Paraeducator returns from sick leave.
- G. Seniority shall continue to accrue while on childcare or adoption leave of absence which does not exceed five (5) months duration during the normal school year.  
  
An Paraeducator who in the past had a break in continuous service as a result of a maternity leave not exceeding five (5) months duration during the normal school year, shall not be considered as having a break in continuous service.
- H. Seniority shall not accrue during the probationary period, but seniority shall be credited retroactively for probationary time upon the expiration of said probationary period.
- I. Seniority shall be frozen at time of layoff under the provisions of this Article.
- J. Breaks in continuous employment because school is not in session shall not be considered as a break in continuous employment for seniority purposes.
- K. Paraeducators shall serve a 120 workday probationary period during which time the Paraeducator may be discharged by the School District without cause and without the same causing a breach of this Agreement or constituting a grievance hereunder. For purposes of this paragraph, the term "workday" shall be the same as defined in Article XXVI paragraph C. 3 of the grievance procedure as set forth hereinafter.

- L. Paraeducators will be given one (1) week (7 calendar days) written notice of layoff in advance of the effective layoff date. Such notice may be given by personal service, or by registered or certified mail, postage prepaid, to the Paraeducator's last address on file in the Human Resources Department of the School District. Such notice shall be complete upon personal service, or upon deposit in the United States Mails. A copy of the notice of layoff will be sent to the Chief Steward of the Minnesota School Paraeducators Association - Austin Paraeducators at such Chief Steward's last address on file in the Human Resources Department of the School District.

Layoffs shall be by and in accordance with the official seniority list. The order of layoff shall be as follows:

- M.
1. Probationary Paraeducators shall be laid off first and they shall not be subject to the recall provisions of this Article.
  2. Other Paraeducators affected by the layoff shall be laid off in inverse order to their seniority by years and months of seniority (least seniority first).
  3. In the event of ties in seniority, such ties shall be broken as follows and in the following order of priority:
    - a) In case of ties in the number of years and months of seniority, the seniority shall be determined by the first date of work performed by the Paraeducator in continuous employment covered by this contract.
    - b) If there are ties in the date that Paraeducators first performed work in continuous service for the School District, the last four digits of each Paraeducators social security number will be used. The Paraeducator with the lowest number will be the most senior Paraeducator.
- N. A recall list shall be maintained and updated yearly by the School District. Paraeducators on the recall list for more than fifteen (15) months from the date of layoff shall be dropped from the recall list and not subject to the recall provisions of this Article.
- O. Notice of recall shall be sent to the Paraeducator's last address on file in the Human Resources Department of the School District and a copy of such notice of recall will be sent to the Chief Steward of the Minnesota School Paraeducators Association - Austin Paraeducators at such Chief Steward's last address on file in the Human Resources Department of the School District. The Paraeducator shall send written notice of change of address by certified mail to the Human Resources Department of the School District. The recall notice shall state the date on which the Paraeducator is to return to work, which shall be not less than seven (7) calendar days after such notice is given. Such notice shall be deemed complete upon personal service, or when deposited in the United States Mails. Any Paraeducator who does not return to work within the time specified in said notice shall lose all right of recall under the provisions of this Article.
- P. Recall shall be on the basis of seniority at the time of layoff (highest seniority being recalled

first). Refusal of employment shall waive all rights of recall provisions of this Article. In the event of ties in seniority, such ties shall be broken as follows:

1. In case of ties in the number of years and months of seniority, the seniority shall be determined by the first date of work performed by the Paraeducator in continuous employment covered by this contract.

If there are ties in the date that Paraeducators first performed work in continuous service for the School District, the last four digits of each Paraeducators social security number will be used. The Paraeducator with the lowest number will be the most senior Paraeducator.

- Q. The provisions of this Article shall become effective and apply only to those Paraeducators who are employed by the School District on the date of signing this Working Agreement and thereafter.

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## ARTICLE 26: GRIEVANCE PROCEDURE

- A. 1. Grievance Definition: A "grievance" shall mean a dispute or disagreement between a Paraeducator or a group of Paraeducators and the School District as to the interpretation or application of the terms and conditions of employment insofar as such matters are contained in this Agreement.
2. A grievance may be initiated or submitted only by the Paraeducator or group of Paraeducators involved. The grievance shall be reduced to writing by the AAP.
- B. 1. The School District may be represented during any step of the procedure by any person or agent designated by it to act in its behalf. Such representative shall not exceed three (3) in number.
2. The AAP shall be one of aggrieved representatives beginning with Level I, and the Paraeducator may select not more than two (2) additional representatives.
3. The aggrieved may withdraw his/her specific grievance in writing at any time and such withdrawal shall be final and binding upon the individual and the AAP. Such withdrawal shall not be construed to be a precedent to a determination on the merits of the grievance.
4. The AAP may also withdraw the grievance and such withdrawal shall be final and binding upon the AAP and upon the grieving Paraeducator. Such withdrawal shall not be construed to be a precedent to a determination on the merits of the grievance.
- C. **Definitions and Interpretations:**
1. Aggrieved: Any person or group of persons within the appropriate unit, or the Exclusive Representative, having a grievance.
2. Extension: Time limits specified in this Agreement may be extended by mutual written agreement.
3. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays (Monday through Friday) not designated as holidays by state law. For purposes of this Paragraph C. 3, the days of winter recess and spring recess shall be considered holidays.
4. 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.

5. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period, or receipt thereof has been admitted by the school district.

D. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is served in writing upon the administrative supervisor within twenty-five (25) days after the date the event giving rise to the grievance occurred, setting forth the facts and the specific provision or provisions of this Agreement allegedly violated and the particular relief sought. Failure to serve 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.

E. Adjustment of Grievance: The District and the aggrieved or the District and a group of aggrieved Paraeducators shall attempt to adjust such grievances which may arise during the course of employment of any Paraeducator or group of Paraeducators within the school district in the following manner:

1. Level I: An effort shall first be made to adjust an alleged grievance informally between the aggrieved and the District or its designee. If the grievance is not resolved through informal discussions, the grievance shall be reduced to writing by the AAP and thereafter the administrative supervisor shall meet regarding the grievance within fifteen (15) days of receipt of the written grievance. Within seven (7) days after the meeting, the administrative supervisor shall issue a decision in writing to the parties involved. A copy of the decision shall also be sent by certified mail to the AAP by sending it in care of one of the officers of the AAP at their last known address.
2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools or his/her designee, provided such appeal is made in writing to said Superintendent within fifteen (15) days after receipt of the Superintendent shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the Superintendent shall issue its findings and decision in writing to the parties involved. A copy of the decision shall also be sent by certified mail to the AAP by sending it in care of one of the officers of the AAP at their last known address.
3. In the event the grievance is not disposed of in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing, within five (5) days after receipt of the decision in Level II. If a grievance is so appealed to the Clerk of the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision, in writing, to the parties involved. At the of the School Board, a committee or representative(s) of the Board [one of which shall be a board member] may be designated by the Board to hear the appeal at this Level III and report its findings and recommendations to the School Board. The School Board shall then render its findings and decision in writing to the parties involved. A copy of the decision shall also be sent by certified mail to the AAP by sending it in care of one of the officers of the AAP at their last known address.

- F. School Board Review: The School Board reserves the right to review any decision issued under Level I of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reserves the right to accept, reverse or modify such decision, and the School Board shall issue its decision in writing within twenty (20) days after notice of its intention to review.
- F. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal it to the next level.
- G. Grievance Mediations: In the event that the aggrieved and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.
1. Request: A request to submit a grievance to mediation must be made in writing signed by the grievant(s) or the School District and delivered to the designee of the other party. The other party shall respond within ten (10) working days to accept or deny the submission of a grievance to mediation.
  2. Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.
  3. Mediation: The assigned mediator shall schedule one or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have authority to order discovery.
  4. Cost of Mediation: The cost of mediation shall be borne equally by both parties. Each party shall bear their own costs related to representation during the mediation process.
  5. Recommendation: The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.
- H. Arbitration Procedures: In the event that the aggrieved involved and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:
1. Request: A request to submit a grievance to arbitration must be in writing signed by one of the aggrieved, and the MSEA Field Representative, and such request must be filed in the office of the Superintendent within twenty (20) days following the decision in Level II of the grievance procedure.
  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.

3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If the School District and the exclusive representative are unable to agree on an arbitrator within ten (10) days after request for arbitration, they may request from the Director of the Bureau of Mediation Services; State of Minnesota, a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance.

4. Submission of Grievance Information to Arbitrator:

(a) After the selection of the arbitrator and not less than four (4) weeks prior to the arbitration hearing, the parties shall attempt to prepare a joint submission of the items specified in subparagraphs (i), (ii), (iii), and (iv). If the parties cannot agree on such joint submission, then the appealing party shall in not less than two (2) weeks prior to the arbitration hearing forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

(i) The issues involved.

(ii) Statement of facts.

(iii) Position of the aggrieved. (If a joint submission is to be made, there shall be included the position of the aggrieved and the position of the School Board.)

(iv) The written document relating to Paragraph D and Paragraph E of the Article XXVI.

(b) The School Board may make a similar submission of information relating to the grievance, either before or at the time of the hearing.

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*.

6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by and in P.E.L.R.A.



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 may be made of the hearing at the request of either party and shall be paid for by the party requesting the same. The parties shall share equally fees and expenses of the arbitrator.

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 propose changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein; nor shall the jurisdiction of the arbitrator extend to those matters set forth in M.S. 179A.07, Subd. 1, except those specifically included herein. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public-school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

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## **ARTICLE 27: PUBLIC OBLIGATION**

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of paramount importance.

The Exclusive Representative agrees, neither the Exclusive Representative nor any individual Paraeducator shall engage in any strike as defined by the P.E.L.R.A. State Law supersedes any portion of this Article.

The parties agree not to commit any unfair labor practices as described in M.S. 179A.13, Subd. 1, 2 and 3 of P.E.L.R.A. recodified.

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## **ARTICLE 28: PUBLICATION**

Copies of the contract will be made available at the expense of the District within sixty (60) days after the contract is signed. The contract will be posted on the Human Resources website, sent by email to all current members, and ten (10) copies will be sent to the local association. Any member who wishes to have a printed copy may request one from Human Resources. At the time a new Paraeducator is placed on the payroll, that Paraeducator shall be given a copy of this Agreement.

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## **ARTICLE 29: MISCELLANEOUS**

All unit Paraeducators will be kept informed of relevant IEP information on the student(s) which they work with. This may be accomplished either by participation in the IEP meetings or by an informational meeting with the supervising teacher. Paraeducators will be paid for all time attending these meetings if their presence is requested.

Association meetings shall not be held on school time.

The District and Union agree to form a joint committee to review and discuss staff development and mentoring opportunities. This committee will meet at least two (2) times per year.

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## ARTICLE 30: DURATION

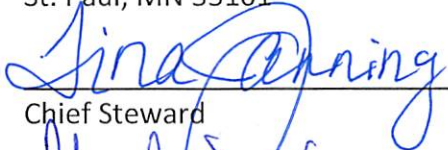
- 1) This agreement shall remain in full force and effect for a period commencing July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement commencing at its expiration, it shall give written notice of such intent as pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.
- 2) The provisions of this Agreement shall be severable; and, if any provisions thereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof.
- 3) Reopening of the Contract as a result of Health Care Compliance: The parties agree to reopen negotiations for the sole purpose of negotiating necessary changes to put the School District in compliance with the Health Care Reform Act. Only areas requiring modifications for compliance purpose; will be open for negotiations.


## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this 15 day of Sept., 2023.

**Minnesota School Employees Association**

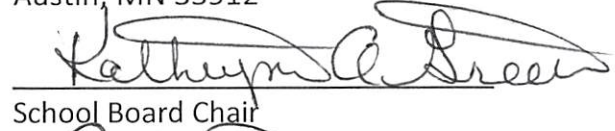
10 River Park Plaza  
Suite 810  
St. Paul, MN 55101

  
\_\_\_\_\_  
Chief Steward

  
\_\_\_\_\_  
Chief Negotiator

**Austin Public Schools**

**Independent School District No. 492**  
401 Third Avenue NW  
Austin, MN 55912

  
\_\_\_\_\_  
School Board Chair

  
\_\_\_\_\_  
School Board Clerk

  
\_\_\_\_\_  
Chief Negotiator for School Board