

MASTER CONTRACT

INDEPENDENT SCHOOL DISTRICT NO. 477

PRINCETON, MINNESOTA

AND THE

**PRINCETON
PARAPROFESSIONAL
ASSOCIATION
LOCAL #7318**

July 1, 2023 through June 30, 2025

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PRINCETON PARAPROFESSIONAL ASSOCIATION CONTRACT

ARTICLE I. PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between Independent School District No. 477, hereinafter referred to as the School District, and the Princeton Paraprofessional Association, hereinafter referred to as the exclusive representative, 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., to provide the terms and conditions of employment for paraprofessional employees during the duration of this Agreement.

ARTICLE II. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Princeton Paraprofessional Association as the exclusive representative for paraprofessionals employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of the Bureau of Mediation Services, if any.

ARTICLE III. DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, including fringe 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, the term, paraprofessionals, shall mean all paraprofessionals employed by the Independent School District No. 477, Princeton, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding supervisory and confidential employees.

Section 3. School District: For purposes of administering this Agreement, the term; "School District", shall mean the School Board or its designated representative.

Section 4. Days: Days shall be defined as weekdays, excluding federally recognized holidays and weekdays when employees are not required to be at work.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV. SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board 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 selection and direction and number of personnel.

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. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by 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 Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provisions of this Agreement found to be in violation of any such laws, rules, and regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V. EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or effect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President.

Deductions shall be made each pay period and deductions so made shall be transmitted to the exclusive representative together with a list of names of the employees from whom deductions were made.

Section 4. Meet and Confer: The Princeton Paraprofessionals shall select a representative or committee to meet and confer with a representative or committee of the District to discuss policies and those matters relating to their employment not included in negotiable subjects described in P.E.L.R.A. The District shall provide the facilities and set the time for these meetings to take place. The parties shall meet upon request. An Agenda will be set three (3) days before the meeting and shall consist of items brought forward by the union. Any agenda items shall first be discussed with the employees immediate supervisor or Director of Human Resources prior to being placed on the agenda.

ARTICLE VI. RATES OF PAY

Section 1. Rates of Pay:

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

Subd. 2: Increments - The School District may withhold the increment in individual cases where there is a demonstrable deficiency in the performance of the employee, provided the employee affected shall receive notice of such action to withhold advancement on the rate progression sequence within thirty (30) days prior to the employee's increment moving date.

Subd. 3: The Association President (or designee) and one additional Association member will be allowed to attend contract negotiation meeting without loss of pay if during working hours.

Subd. 4: Advancement: Each step represents one year of service. For the purpose of determining advancement to 2nd year rate, new persons starting before January 1, shall advance to second year rate on July 1. Persons hired January 1 or after, shall advance to second year rate on July 1 of the following year.

Section 2. Regular Overtime: Each employee shall be paid one and one-half times his/her basic hourly rate.

Subd. 1: Authorization of Overtime: All overtime work must be authorized in advance by the Principal, the Director of Business Services, or the Superintendent of Schools.

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Subd.2: The district will allow overtime consistent with the Fair Labor Standards Act (FLSA).

Section 3. Emergency Sunday Overtime: Each employee shall be paid double time if the district finds it necessary to call in paraprofessionals in emergency situations on Sunday. The administration may assign part-time personnel in lieu of regular full-time employees on Sundays.

Section 4. Comparable Worth: During the term of this agreement the School District, upon ten (10) days advance notice to the union, may unilaterally increase the wages of any member(s) of the unit, in response to notification from the Commissioner of Employee Relations that the School District is not in compliance with the requirements of Minnesota laws.

Section 5. Extra Curricular/Extra Duty: Employees who are assigned extracurricular or extra duty assignments which are listed in the teacher's Master Agreement, will be paid in accordance with the teacher's Master Agreement.

Section 6. The salary schedules are not to be construed as a part of the paraprofessional's continuing contract. In the event of a successor agreement is not entered into prior to the expiration date of this agreement, a paraprofessional shall be compensated according to the previous year's compensation until such time as a successor agreement is executed. The School Board reserves the right to withhold increments, advancements, lane changes, or any other salary increases for just cause.

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board as provided by law.

Section 2. Health and Hospitalization and Life Insurance:

Subd. 1 Premium Contribution.

Employer Contribution amount toward the premium cost of a School District group health and hospital plan.

Plan Level	District Contribution 2023-2024 Effective 9/1/2023	District Contribution 2024-2025 Effective 9/1/2024
Single	\$8,016	\$8,568
Single plus Children	\$9,492	\$10,152
Family	\$11,424	\$12,564

District contribution amounts for a Single HSA plan will apply to the premium first with remaining contribution amounts going into the employee's HSA account.

Subd. 2. Health Coverage For a married couple on staff, the School District shall contribute the stipulated amounts for each member of the couple, not to exceed the cost of a family premium. Any additional cost of the premium shall be borne by the employee and paid by the payroll deduction.

Subd. 3. Life Insurance: The School District shall provide group term insurance for all employees employed thirty (30) or more hours per week, in the amount of \$50,000. Employees have the option of purchasing more within the guidelines of the insurance company.

Subd. 4. Long Term Disability: The School District shall provide group long term disability insurance for all employees who are employed thirty (30) or more hours per week. Coverage shall be based on 66 2/3% of the paraprofessional's basic salary. Benefits are to begin after ninety (90) calendar days of total disability.

Subd. 5. Health Insurance Eligibility: In determining eligibility for health insurance contributions as identified in Subd. 1 of this section, full-time employment shall be considered 30 hours a week. Health insurance contributions shall be paid on a pro rata basis if the part-time employee averages more than fourteen (14) hours a week and works more than one hundred (100) days in any single school year.

Section 3. Dental Insurance: The School District shall contribute a sum not to exceed \$23.00 per month towards group dental coverage for employees who are working 32 ½ hours a week or more and who are enrolled in the school district's group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Employees must work at least 32 ½ hours per week to be eligible for this Section.

Section 4. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: An employee is eligible for board contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all board participation and contribution shall cease, effective on the last paid working day.

Section 6. If at the request of the employer, an employee is given a reduced number of hours below the minimum number required to qualify for fringe benefits, the employee shall continue to receive the benefits on a prorata basis according to the number of hours worked and shall not forfeit benefits earned prior to the reduction in hours. Participation in insurance benefits shall be subject to the approval of the insurance carrier.

ARTICLE VIII SEVERANCE

Section 1. Severance:

Subd. 1: Upon retirement, for employees hired prior to June 30, 2007, the employee is to be paid one-half of accumulated sick days, not to exceed 50 days of pay out into a district approved vendor 403(b) account. (i.e. 30 days of accumulated sick leave = 15 days paid out, 120 days of accumulated sick leave = 50 days paid out.) Employees hired after July 1, 1991, are required to have fifteen years of employment with the district to be eligible for this benefit.

Subd 2. Unused Vacation & Compensation Time

Upon retirement, unused vacation and compensation time will be paid out at the employee's daily rate of pay.

Section 2. Tax Deferral of Severance Pay:

Subd.1: The School District will contribute an amount equal to the value of the employee's severance pay pursuant to Article VIII directly into the retiree's 403(b) account. The retiree will not receive any direct payment from the School District for severance.

Subd. 2: The School District's annual contribution into the retiree's 403(b) account must not exceed the I.R.S. contribution limit. If the retiree has any severance remaining after the limit is reached in the year of separation, the School District will make a contribution up to the I.R.S. maximum into the retiree's 403(b) account in the following year(s).

Subd. 3: The School District contribution(s) into the retiree's 403(b) account will be made according to the same timeline as was provided for the direct payment of severance pay.

Subd. 4: The School District will only make contributions to investment vendors who have hold harmless agreements on file with the School District. For purposes of calculating the maximum deferral limit, the School District will provide the retiree with the contribution information for the previous twelve (12) months. The retiree will then submit the calculation of maximum deferral from the vendor.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick and Safe Leave:

Subd. 1: All employees shall earn sick leave at the rate of one day for each month of service in the employ of the school district.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred (100) days of sick leave per employee.

Subd. 3. 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 his/her attendance and performance of duties on that day or days.

Subd. 4. The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised. If the employee furnishes said medical certificate, the School District will be responsible to pay any amount owed by the employee for the visit.

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 submission of a signed request upon the authorized sick leave request form available at the office.

Subd. 8. Sick leave shall be allowed for the care of an employee's child due to illness or injury of the employee's child. Sick leave may be used for the serious illness of a spouse. The sick leave limitations will be governed by the employee's accumulated sick leave.

Subd. 9. Beginning September 1, 2021, employees who participate in a school district health plan will receive contributions into an HRA for accumulated sick leave days. If qualifications are met, participation is mandatory. The district will contribute the following amounts into an HRA account based off the following accumulated hours of sick leave at the end of each school year.

Number of Accumulated Sick Leave Hours	Annual District HRA Contribution Amount
200 hours	\$200
325 hours	\$300
450 hours	\$400
650 hours	\$500

Employees hired prior to June 30, 2007 will be allowed to participate in both the HRA benefit as well as accruing one-half of accumulated sick days, not to exceed 50 days of payout, for severance purposes.

If an employee also has an HSA (Health Savings Account) the HRA will only cover approved dental and vision costs. Those restrictions will remain in place until retirement or selection of a different health plan option.

Subd. 10 *Employees can use their earned sick and safe time for reasons such as:*

- *the employee's mental or physical illness, treatment or preventive care;*
- *a family member's mental or physical illness, treatment or preventive care;*
- *absence due to domestic abuse, sexual assault or stalking of the employee or a family member;*
- *closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and*
- *when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.*

Section 2. Emergency Family Leave/Bereavement:

Subd.1. An employee may be granted a leave of no more than five (5) days per year, non-cumulative, in the event of a death or serious illness of someone in the employee's immediate family.

Subd. 2.

"Immediate family" is defined as an employee's spouse/domestic partner, parent, step-parent, mother-in-law, father-in-law, child, ward, custody child, foster child, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, grandchild, or great-grandchild.

An employee may use personal leave, contingent upon department level approval, to attend the funeral of other relatives or non-family members.

Subd. 3. Request for emergency family leave must be made in writing to the Superintendent of Schools *or designee*. The request shall state the reason for the proposed leave. In extenuating circumstances and when an advance written request cannot be submitted, the Building Principal may use discretion to approve an emergency family leave. *For the purposes of the Section, an Emergency is defined as a serious, unexpected situation requiring urgent attention.*

Subd. 4. The district will comply with the provisions of the Family and Medical Leave Act.

Subd. 5. The School District may require an employee to furnish competent evidence of family illness in order to qualify for emergency family leave. However, the final determination as to the eligibility of an employee for emergency family leave is reserved to the School District based upon competent medical evidence, and the School District reserves the right to refuse to grant such leave if under the circumstances involved, the School District determines that such leave should not be granted.

Subd. 6. In the event that a medical certificate will be required in a case of proposed family sick leave, the employee will be so advised.

Section 3. Legal Business Leave: One (1) day absence with pay shall be allowed by the Superintendent for personal or legal transactions involving a legal instrument pertaining to deeds, mortgages, property titles, etc. (Income tax preparation is not an eligible event.) Additional days in this category will require reimbursement by the person for substitute pay. The day is per year and is not cumulative.

Section 4. Child Care Leave:

Subd. 1. A child care leave may be granted by the school district subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the paraprofessional for an extended period of time.

Subd. 2. A paraprofessional making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three (3) calendar months before commencement to the intended leave. In the event of an emergency, the school district has the right to waive or adjust the prior notification requirement.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, a paraprofessional may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement in lieu of seeking a child care leave pursuant to this section. A paraprofessional shall be eligible for one (1) of the options provided herein. A pregnant paraprofessional will also provide at the time of the leave application a statement from his/her physician indicating the expected date of delivery.

Subd. 4. In making a determination concerning the commencement and duration of child care leave, the school board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the paraprofessional to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 5. A paraprofessional returning from child care leave shall be re-employed in a position for which he or she is qualified unless previously discharged or placed on unrequested leave. The school district will retain the authority for placement; however, an effort will be made to place the returning paraprofessional in a position comparable to the assignment prior to the child care leave. No reduction in hourly wage shall result from a child care leave.

Subd. 6. Failure of the paraprofessional to return pursuant to the date determined under this section shall constitute grounds for termination unless the school district and the paraprofessional mutually agree to an extension in the leave.

Subd. 7. The parties agree that the applicable periods of probation for paraprofessionals are intended to be periods of actual service enabling the school district to have the opportunity to evaluate a paraprofessional's performance. The parties agree that periods of time for which the paraprofessional is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8. A paraprofessional who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and an unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The paraprofessional shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9. A paraprofessional on child care 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 paraprofessional wishes to retain, commencing with the beginning of the child care leave.

Subd. 10. Leave under this section, shall be without pay. Fringe benefits may be continued at the option and expense of the paraprofessional.

Subd. 11. A leave of absence without pay for the purpose of adopting a child will be granted by the School District for a period commencing as of the date of placement and continuing for a period of up to twelve (12) months. Written application for such leave must be submitted at least thirty (30) days prior to the date of commencement of the leave. Other provisions the same as for child care leave except that in no event shall two members of the same family employed in the system be granted such leave at the same time.

Section 5. Personal Leave:**Subd 1. Allocations**

Personal Days (based on number of hours assigned)	3 days (No pay deduction)	A day is equivalent to the number of hours normally worked in one day by the employee.
One Additional Personal Day	1 additional day shall be granted with a deduction from accrued sick leave time.	*Employee must have the amount of hours accrued in sick leave.
Bank to next school year	1 of the 4 days may be banked for use in the following school year	These hours will be added to the next school year and are allocated from the category they came from. Personal leave bank would result in no pay deduction. Sick leave banked day would result in subtraction from sick leave hours.
Maximum of 5 personal days are available in one year	3 personal days 1 additional day subtracted from sick leave* 1 banked from prior year	
Additional days granted by the Director of Human Resources	Each day granted is a full salary deduction.	Requests for additional days must be submitted through email to the Director of Human Resources. Notification of approved or denied additional days will be sent to the employee through email.

Subd. 2. Approval requirements:

- a. Requests for personal leave must be made electronically at least three (3) days in advance to his/her building principal. Only in the event of an emergency will this time line be waived.

- b. No more than two (2) employees, per building, may be on personal leave on the same day, unless approved by the Superintendent. Only in the event of an emergency will this quota be waived.
- c. Personal leave will be granted on a first come-first serve basis.
- d. Employees requesting time off must have the leave time available to cover their absences, with the exception of medical leaves or other prior approved contractual absences.

Subd. 3. Unpaid days:

Additional days of personal leave may be granted at the discretion of the Superintendent. The employee's salary shall be deducted for each day approved by the superintendent. Requests for these additional personal leave days must be sent directly to the human resource director. Only upon written approval from the superintendent, or designee, may the employee submit the request electronically for additional days to be approved by the building principal.

Section 6. PERA Leave:

Subd. 1. Any employee who is on an approved extended leave of up to one (1) year will be reinstated in a comparable position without loss of pay grade or seniority provided the employee is mentally and physically qualified for the job.

Subd. 2. The School District shall notify the office of the PERA of any action taken pursuant to this section, and shall annually notify said office relative to summer layoffs.

Section 7: Jury Duty or Testifying Under Subpoena

Subd 1. An employee who is called for jury duty or who is subpoenaed as a witness, will not suffer a salary deduction if they miss work, unless they are a criminal defendant. If an employee is a criminal defendant, they may use personal leave to be paid if they miss work.

Subd 2. While serving on jury duty or as a subpoenaed witness, the employee shall receive full salary and benefits.

Subd 3. Employees who are released from jury duty or subpoena prior to 11:00am will report to their building/assignment.

Section 8. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the school district will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rata portions of days of sick leave or vacation time which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 9. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the school district the monthly premium in advance.

Section 10. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 11. Enrichment Leave:

Subd. 1. Leave of absence, for a maximum of two (2) years, may be granted for advanced study, exchange teaching or such other related reasons as may warrant such leave. The paraprofessional shall notify the Director of Human Resources in writing by March 1 of his/her intention to return to the vacated paraprofessional position in the fall or request a second year of an enrichment leave. Failure to notify the Director of Human Resources by March 1 will be viewed as an intention to return to the position in the fall.

Subd 2. All such leaves of absence shall be without pay and all fringe benefits. A paraprofessional who returns from enrichment leave shall be re-employed in a position for which qualified commensurate with a position occupied prior to the leave subject to the following conditions:

1. That the position has not been abolished.
2. That the return occurs on the date designated on the request for leave approved by the District unless a different date for return is mutually agreed upon by the parties.

The paraprofessional returning from enrichment leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated prior to the commencement of the enrichment leave. The paraprofessional shall not accrue experience credit for the probationary period or for salary schedule advancement or leave time during the period of absence for enrichment leave.

ARTICLE X HOURS, TYPES OF SERVICE AND CONDITIONS OF EMPLOYMENT

Section 1. Basic Work Week: The work week shall be determined by the School District and shall consist of five (5) consecutive days, Monday through Friday. In the event of a four (4) day work week being established by the Commissioner of Education, the basic work week shall consist of four consecutive days, Monday through Thursday.

Subd. 1. Pay periods shall be on the fifteenth and the last day of the month. If the fifteenth or the last day of the month falls on a weekend or holiday, paychecks will be available on the last working day prior to that event.

Subd. 2 Work day: In the event of emergencies, the regularly scheduled workday may be changed by the Principal or Supervisor of the employee.

Subd. 3. Daily Work Program: The individual employee daily work program, including starting and quitting time, will be guided by the needs for best operation of the school building as determined by the Principal or Supervisor.

Subd. 4. Lunch Periods: Employees working more than four hours during the work day, shall be provided an unpaid duty free lunch period of at least thirty (30) minutes.

Subd. 5. Breaks: Employees working more than four hours during the work day, shall be provided with a break, not to exceed fifteen (15) minutes in length. Breaks from work tasks will be scheduled by the Supervisor based on student and staffing needs.

Section 2. Procedures and Assignments: Work procedures and assignment shall be determined by the School District.

Section 3. Early Release School Closing: *In the event school is closed early, paraprofessional shall assist students to buses and be released, before leaving work. A two (2) hour wage guarantee will be provided; in the event of school closing after the two (2) hour wage guarantee, paraprofessionals will be compensated at their established hourly rate.*

Section 4. Inclement Weather/Flexible Learning Day:

In the event of inclement weather, emergency closing, or pandemic-related closure, when school is closed and an e-learning day is not implemented, employees shall be given the opportunity for alternative job duties. Paraprofessionals will work with their direct supervisor for assignments on these days. In the event the paraprofessionals and the direct supervisor cannot find work for the employee to do, the employee may use a legal business day, personal leave time, take the day unpaid, or be allowed to make up the hours at another time up to 5 contracted days per year.

In the event schools are closed early due to inclement weather, paraprofessionals who have already reported will be guaranteed a minimum of two (2) hours of pay.

Section 6. Personal Vehicles: Paraprofessionals will not be asked to use their own vehicles for school business except as authorized and mutually agreed upon and paid at the district's mileage rate. In the event of an accident that involves liability, the paraprofessional's automobile insurance would have to cover first and the school insurance would take over in the event the liability limits were exceeded and the school had assigned the paraprofessional to use his/her car.

Section 7. Workshops and Conferences: School District paraprofessionals may be required to attend workshops, seminars, conferences or other professional improvement meetings. The School Board will pay such expenses to include transportation, registration, meals and lodging incurred by the employees who attend such meetings at the rate based on School Board Policy #412.

Section 8: Paid Holidays The paraprofessionals will receive the following paid holidays:

Employees working 30 plus Hours Per Week	Employees working 14-29 Hours Per Week
Labor Day Thanks Giving Day After Thanksgiving Christmas Eve Christmas Day New Year's Day Presidents' Day (if not is session) Good Friday Memorial Day	Labor Day Christmas Day Presidents' Day (if not in session) Good Friday Memorial Day

Employees working more than nine (9) months per year shall also receive Independence Day and Juneteenth as a paid holiday.

Section 9. Collaboration Time: Paraprofessionals may be granted up to 30 minutes of additional paid time per month for the following purposes:

- To attend district, building, and /or staff meetings
- To meet with teachers, specialists, administration, guidance, other paraprofessionals or other relevant employees for collaboration purposes

Section 10. Contract Days: Paraprofessionals shall work a minimum of 173 days per year, inclusive of scheduled student contact days and 2 paid professional development days.

ARTICLE XI DISCIPLINE AND DISCHARGE

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of one hundred twenty (120) working days of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Transition Probationary Period – Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new transition probationary period of sixty (60) working days in any such new classification. During this sixty (60) working day transition probationary period, if it is determined by the school district that the employee’s performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to his/her former classification. The employee also has the opportunity to return to his/her former classification within the sixty (60) working day transition probationary period.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the school district.

Section 5. The employer shall have the right to impose disciplinary actions on employees for just cause.

Section 6. Disciplinary actions by the employer shall include the following actions and shall be progressive except in cases of serious infractions, as determined by the district.

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

Section 7. Employees who are subjected to the above actions shall have the right to request that such actions be reviewed through the recourse of the grievance procedure.

ARTICLE XII SENIORITY RIGHTS

Section 1. Seniority Rights: The School District will recognize seniority rights as to order of layoff and recall. Any employee who is properly discharged or resigns, shall forfeit his/her seniority and in the event of re-employment, the seniority rights shall begin as of the date of re-employment.

Section 2. Vacancies: New positions or vacancies within the unit and of more than 30 days duration will be posted for a period of five (5) days along with the qualifications relevant to the position. The final decision for employment advancement, transfer or promotion will be made by the School Board, consistent with the qualifications and requirements of the operation.

Subd. 1. In the event a paraprofessional loses his/her newly posted for position due to a grievance of another paraprofessional, such employee will return to his/her former job and all others down the line.

Subd. 2. The Superintendent may permanently transfer employees from the building originally assigned.

Section 3. Job Change Step Placement:

Subd 1. If an employee is promoted or voluntarily changes jobs within the present group to a classification requiring additional responsibilities associated with a higher wage schedule, that employee shall receive the entry-level wage of the new position. If the employee's present wage rate is equal to or greater than the entry level of the new position, the employee shall be placed on the next step of the appropriate wage schedule that results in an increase.

Subd. 2 An employee transferring to a permanent position in a lower class will maintain their step and current wage until the lower classification step and wage exceeds the wage he/she was on prior to transfer. A grievance relating to such decision may be processed only through Level III of the grievance procedure.

Section 4. Layoff: In the event the School District is forced to lay off paraprofessional employees, the following procedure shall apply:

1. A specific position will be abolished.
2. If a Class IV position is abolished, the employee may displace the least senior Class IV employee, the least senior Class III employee, or the least senior Class II employee, provided they are qualified, have seniority, and the position is equal to or fewer in the number of work hours.
3. If a Class III position is abolished, the employee may displace the least senior Class III employee or the least senior Class II employee, provided they are qualified, have seniority, and the position is equal to or fewer in the number of work hours.
4. If a Class II position is abolished, the employee may displace the least senior

Class II employee, provided they are qualified, have seniority, and the position is equal to or fewer in the number of work hours.

5. Vacant positions not filled by the bumping procedure shall be posted.
6. Least senior employees with no one to bump shall be placed on lay off.

Section 5. Resignations and Layoffs: Resigning employees must submit a two week written notice of resignation. The district will give two weeks written notice regarding employee layoffs.

Section 6. Recall: Employees who have been laid-off shall retain recall rights for any position within their original class or lower for a period of three (3) years. Reinstatement rights shall be in order of seniority within the job category as defined in Section 3 of this Article. The school district shall mail (Certified Mail) any notice of a vacancy to any laid-off employee who has previously earned seniority in the same seniority category in the district. The employee shall have ten (10) calendar days to accept or reject the position. The laid-off employee will have reinstatement rights within the job category from which he/she was laid-off for a period of two (2) calendar years beginning with the effective date of the layoff. Failure to accept the position within the ten (10) calendar-day period shall constitute a waiver on the part of the employee to that vacancy but shall not disqualify the employee from future recall rights. Laid-off employees must notify the district by April 1 of each calendar year of their availability and interest. Failure of any laid-off employees to notify the district by April 1 shall render that employee's reinstatement rights null and void. An employee may refuse to accept an open position that has fewer hours than the position previously held by the employee prior to his/her layoff. Such refusal will not jeopardize any further recall rights.

ARTICLE XIII MEDICAL EXAMINATION

Section 1. All applicants for employment may be required to undergo a physical examination at the expense of the school district.

ARTICLE XIV TAX SHELTERED PLAN

Section 1. Tax Sheltered Plan:

Subd 1. All full-time employees are eligible for the provisions of this section. For purposes of this section, full-time shall be defined as thirty (30) hours per week. Upon initial hire, the employee will have thirty (30) days to submit a salary reduction authorization form to qualify for participation in the plan. Subsequent revisions to an employee's matching contribution will be permitted annually.

Subd 2. Employees employed less than full time, but at least one-half time shall be allowed to participate on a prorated basis.

Subd 3. dates, amounts and years of service apply to Princeton Public Schools. Service recognition starts in September.

Years of service to ISD 0477	Annual Match Amount 2023-2024	Annual Match Amount 2024-2025
0-10 years of service	\$550	\$550
11+ years of service	\$800	\$800

Subd 4. District approved 403 (b) vendors for employees hired after September, 2019.

- 403b ASP
- ESI Education Minnesota
- AXA Equitable
- Foresters Financial Services
- Thrivent Financial
- *Horace Mann*

Subd 5. For employees hired prior to June 30, 2007, any contribution towards a tax sheltered plan shall be deducted from any payment provided in Article VIII, Section 1, Subd. 1.

ARTICLE XV GRIEVANCE PROCEDURE

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

Section 2. Representative: The employee, administrator, or School District may be represented during any step of the procedure by a 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 altered by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by this Agreement or days in which employees do not report to work due to emergency closings or inclement weather.

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, Sunday, or a holiday, in which event the period runs until the end of the next day which is not a Saturday, or a Sunday, or a holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of 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 level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District designee.

Section 5. Adjustment of Grievance: The school District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I - If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 2. Level II - In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III - In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee of representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative(s) notify the parties of its intention to review within ten (10) days after the decision has been rendered, in the event the School Board reviews to reverse or modify such decision.

Section 7. 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 employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such a request must be filed in the Office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 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 no agreement on an arbitrator is reached, either party may request the State Bureau of Mediation Services (BMS) to appoint an arbitrator, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS 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 five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statements of the facts.
3. Position of the grievant.
4. The written documents relating to Section 5, Article XV of the grievance procedure.

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

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person(s) as they may choose and designate, and 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 within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before *them* shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A..

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

Section 9. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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 selection and direction and number of personnel.

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

ARTICLE XVI DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025, and 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 its expiration, it shall give written notice of such intent no later than sixty (60) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) days prior to the expiration of this Agreement.

9.28.23

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

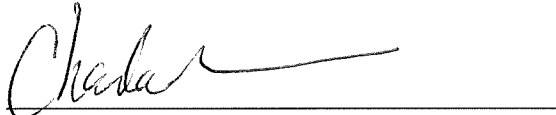
Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement without the mutual agreement of the parties.

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

Section 5. Delivery: This contract shall be delivered to the employees covered within thirty (30) days of signature date.

IN WITNESS WHEREOF, The parties have executed this AGREEMENT as follows:

FOR PRINCETON PARAPROFESSIONAL ASSOCIATION



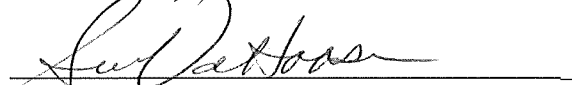
President



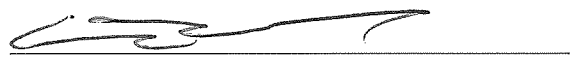
Vice President

Dated this 4 day of Oct, 2023

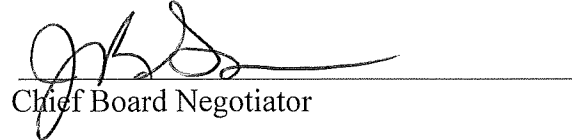
FOR INDEPENDENT SCHOOL DISTRICT #477
706 FIRST STREET
PRINCETON, MINNESOTA 55371-1820



Chairperson



Clerk



Chief Board Negotiator

Dated this 4 day of Oct, 2023.

9.28.23

Reference Letter of Addendum

The following paraprofessional positions are classified as Class II:

- 1) Study Hall
- 2) Duplicating Center
- 3) Parking Lot Monitor
- 4) Building Supervisor
- 5) Cafeteria
- 6) Locker Room

The following paraprofessional positions are classified as Class III:

- 1) Special Education
- 2) Early Childhood
- 3) Pre-School
- 4) Media Technology Assistant
- 5) Restitution Supervisor
- 6) Academic Behavior Assistant
- 7) Volunteer Coordinator
- 8) Stop and Think Room/Social Skills

The following paraprofessional positions are classified as Class IV:

- 1) Title I (Basic Skills)
- 2) Health Assistant
- 3) Positive Behavioral Interventions and Supports (PBIS/Tiger Pride)

9.28.23

Salary Schedule A 23-24	Class II	Class III	Class IV
Step 1	19.00	20.00	20.50
Step 2	19.50	20.75	21.25
Step 3	20.00	21.50	22.00
Step 4	20.50	22.25	22.75
Step 5	20.75	22.50	23.00

Salary Schedule B 24-25	Class II	Class III	Class IV
Step 1	19.50	20.50	21.00
Step 2	20.00	21.25	21.75
Step 3	20.50	22.00	22.50
Step 4	21.00	22.75	23.25
Step 5	21.25	23.00	23.50

Longevity After 15 Years of Consecutive Service

\$.40 (Effective July 1, 2015)

Add to Schedule A from ARTICLE VI. RATES OF PAY

Health Assistants with licensure in the area of Medical Assistant (MA), Emergency Medical Technician (EMT), Licensed Practical Nurse (LPN) or Registered Nurse (RN) will receive the following hourly wage increments. Starting July 1, 2021 all Health Assistants must have one of the following licensure.

MA/EMT- \$1.00

LPN- \$1.50

2 year RN- \$2.50

Health Assistants hired prior to 9/1/2021 will be grandfathered into the CNA stipend of \$0.50.

Health Assistants: License renewal fees required by the Minnesota Board of Nursing for MA/EMT, LPN, or two-year RN will be reimbursed by the district. An employee shall submit confirmation of payment to the district and receive reimbursement up to \$85 every two years. To be eligible for reimbursement, the employee must submit proof of payment to the district within thirty days.

School Nurse Substitute: If an employee is asked by the district to substitute for the District School Nurse the employee shall receive pay at the rate of \$29.00 per hour.

