

PARAPROFESSIONAL AGREEMENT

2023 – 2025

Between

**St. Cloud Area School District 742
St. Cloud, Minnesota**

and

Minnesota School Employees Association

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ARTICLE I – PURPOSE

THIS AGREEMENT, entered into between the School Board of St. Cloud Area School District 742, St. Cloud, Minnesota hereinafter referred to as the School District, and the Minnesota School Employees Association, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the Paraeducator personnel 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 Minnesota School Employees Association, as the Exclusive Representative for all Paraprofessional employees, hereinafter referred to as Paraeducators, 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 the Agreement and the P.E.L.R.A. and in certification by the Commissioner 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, except retirement contributions or benefits other than School District employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, staffing ratios, and the School District's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of PELRA. In the case of school employees, the "terms and conditions of employment" includes adult-to-student ratios in classrooms, student testing and student-to-personnel ratios.

Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term "Paraeducator employees" shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of eleven and four tenths (11.4) hours per week, or thirty-five percent (35%) of the normal work week in the employees appropriate unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, and emergency employees.

Section 3. Start Date. The start date for a new employee shall be the first date of continuous employment in the paraeducator unit.

Section 4. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV – SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights. The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction 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 District, all employees covered by this agreement, and all provisions of this Agreement are subject to State and Federal law. Any provisions of this Agreement found to be in violation of any such laws, rules, regulation directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of District 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. Rights to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect 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 by secret ballot 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. Payroll Deductions. Pursuant to Minn. Stat. Section 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.

Section 4. 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 ten (10) days following the end of each payroll period.

Section 5. MSEA Lists. The employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

ARTICLE VI – HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week. The regular workweek, exclusive of lunch, shall be five consecutive days, Monday through Friday.

Section 2. Basic Work Year. The regular work year for each employee shall be prescribed by the School District.

Section 3. Part-Time or Temporary Employees. The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or temporary basis.

Section 4. Shifts and Starting Time. All employees will be assigned starting times and shifts as determined by the School District. Employees shall work the same schedule as the previous year unless otherwise notified. Except in the case of an emergency, Employees will be notified in writing five (5) days in advance of a change in schedule if the change results in a reduction of hours.

Section 5. Rest Breaks and Lunch Period. Rest breaks and lunch periods may be scheduled and adjusted to meet building needs. Employees will be provided with rest breaks and lunch period as follows: Shifts of three (3) hours or less shall not be eligible for breaks.

- Shifts of more than three (3) hours but less than four (4) hours shall include a fifteen (15) minute break period.

- Shifts of four (4) hours to six (6) hours shall include an unpaid duty-free lunch period not to exceed thirty (30) minutes and a fifteen (15) minute break period unless an alternative schedule is mutually established between the employee and the supervisor.
- Shifts of six (6) hours or more shall include an unpaid duty-free lunch period not to exceed 30 minutes and two fifteen (15) minute break periods.
- Breaks will typically not be scheduled in the first or last hour of an employee's workday.

Section 6. School Closing. In the event that school is closed for any reason and the School District does not require employees to perform services, employees shall be compensated as follows:

Subd. 1. In the event school is closed for a full day, the School Board will have the authority to determine if, how, and when such time will be made up. If make-up time is required by the School Board but is not completed by the employee, the employee's compensation shall be reduced by the number of hours the employee was paid for the closed day. If the School Board does not require make-up time, there shall be no reduction in pay for the day that school was closed.

Subd. 2. If an employee reports to work prior to a full day closing announcement, the employee shall be paid for time worked or two hours of compensation, whichever is greater.

Subd. 3. In the event of a late start, employees are expected to report at the regular time or when conditions permit. Employees may report up to two hours later than their regular report time as needed to accommodate safety or child-care concerns without any accumulative leave or pay deduction. If an employee's regular report time is later than the two-hour late student start time for their assigned school, the employee should report at their regularly scheduled time. Employees who report after the two-hour late start time will receive the appropriate accumulative leave or loss of pay (Restricted Unpaid Time Off) for time missed.

Subd. 4. If school is closed early and employees are sent home, employees will receive pay for their regularly scheduled shift on that day.

Subd. 5. An employee scheduled for a pre-approved discretionary day on a day of school closing, shall not be charged with the use of a discretionary day.

Subd. 6. In the event that the School District is closed for a full or partial day, Employees may use accumulative or other paid leave time to make up for any hours lost under this section. If an employee does not have paid leave time available, the employee shall use Restricted Unpaid Time Off.

Note: See 2023-2024 School Closing Plan - Flexible Learning Days Attached as Appendix B for work provisions on Flexible Learning Days.

Section. 7. Emergency Schedule. In the event of an energy shortage, severe weather, pandemic or other emergency, the School District reserves the right to modify the length

of the school day, employee schedules and/or building assignments as the School District shall determine, but with the understanding that the total number of hours per week shall not be increased or decreased for employees available and reporting for work.

ARTICLE VII – COMPENSATION

Section 1. Rates of Pay.

Subd. 1. New Employees. New employees to the paraeducator unit shall be hired at the Pay Level set forth for “New Employees” in Appendix A.

Subd 2. Current Employees. Employees with a start date prior to June 1, 2023, shall receive a pay increase of 6.0% in their hourly rate for 2023-2024. Instructional and Advanced Paraeducators with a start date prior to July 1, 2021, shall receive an additional “compression adjustment” of 3.0% for 2023-2024.

All employees with a start date prior to January 1, 2024, shall receive a pay increase of 3.5% in their hourly rate for 2024-2025.

Behavior Support Specialists who are new to this unit shall be placed in the Advanced Paraeducator classification as Behavior Instruction Paraeducators at a starting rate of \$20.50 per hour for 2023-2024 and the compression adjustment shall not apply.

Special Education Paraeducators assigned to a Level IV program for 2023-2024 will receive an additional \$2.00 per hour in addition to the percentage change for 2023-2024, consistent with the “Change in Classification” language at Subd. 3 below. If a Setting IV referral has been made for a student by the 742 IEP team, and a program to serve that student is not available, Paraeducators serving that student in a general education school setting will be eligible for the Advanced Paraeducator rate for any hours they are serving the student.

Subd. 3. Change in Classification. Employees who change positions, upon approval of the School District, resulting in a change in classification, shall have the difference between the pay rate of the existing classification and the pay rate of the new classification (as found in New Employee Pay Levels in Appendix A) added to or subtracted from their hourly pay rate.

Subd 4. Highly Qualified. All Highly Qualified Paraeducators and Advanced Paraeducators must be *Highly Qualified* as defined by requirements of the State of Minnesota to be eligible for employment in these classifications. Employees who are not currently Highly Qualified but who are committed to achieving Highly Qualified status, may be hired for a Highly Qualified position and will have 60 days from their start date in their building to complete the requirements for Highly Qualified status. Employees will receive up to 13 hours of paid time and district support to complete the Highly Qualified requirements. The District will also pay the paraeducator assessment fees. If an employee does not complete the Highly Qualified requirements within 60 days, they may be offered an open Student

Support Paraeducator position, if any, or will be terminated during their probationary period.

Section 2. Successor Agreement. In the event a successor agreement is not entered into prior to July 1, 2025, an employee shall remain at the pay level established during the 2024-2025 contract year until a successor Agreement is reached.

Section 3. Time Records. Employees are responsible to submit accurate time records to the appropriate unit administrator for all hours worked during a pay period according to the required schedule in order to receive pay on scheduled pay dates. Falsification of time records may be cause for discipline up to and including termination.

Section 4. Longevity Pay. Beginning with the 2020-2021 school year, longevity pay shall be per hour and added to the top step of the appropriate schedule as follows:

<u>Additional Amount Per Hour</u>	<u>2023-2025</u>
After 3 years of continuous service	\$.25
After 5 years of continuous service	\$.75
After 10 years of continuous service	\$ 1.25
After 15 years of continuous service	\$ 1.50
After 20 years of continuous service	\$ 2.00
After 25 years of continuous service	\$ 2.50

Longevity pay shall be effective on July 1 or January 1 of each year following completion of the prescribed years of continuous service in an hourly position in the district.

Section 5. Overtime.

Subd. 1. Employees shall be compensated at the overtime rate of time and one-half for all hours worked over 40 hours during the calendar week. For purposes of this paragraph, paid holiday hours will be included in the calculation of hours worked for the week.

Subd. 2. The School District reserves the right to assign overtime in the event no qualified volunteer is available.

Section 6. Pay Differential. A paraeducator's assigned duties in a classification pay scale that is less than the paraeducator's regular classification shall be paid according to the higher classification when the additional duties are less than one-half of the paraeducator's normal assignment.

Section 7. Summer School and Extended School Year Session. An employee employed during summer school or extended school year session will be covered by this contract and will be paid at their regular rate of pay earned during the regular school year. Employees may not use paid time off balances during summer sessions.

Section 8. Job Related Injury. Employees who are injured while on the job and who are authorized by the unit administrator to seek medical attention or respite shall receive full pay for the day of the injury.

Section 9. Inservice Days. Employees who are required to attend training sessions or workshops outside of their regular scheduled day shall be paid their regular rate of pay.

Section 10. Reclassification. Any employee or group of employees whose position is reclassified for pay equity purposes shall receive the higher rate of pay beginning on July 1 following the effective reclassification.

ARTICLE VIII – GROUP INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District after reviewing the recommendations of the Labor Management Committee composed of bargaining group and other employee representatives.

Section 2. Eligibility.

Subd. 1. To be eligible for benefits under this Article, an employee must be regularly employed at least 30 hours per week.

Subd. 2. Determination of Eligibility. An employee's eligibility for participation in insurance benefits under this Article shall be based on their assigned schedule during the first month of the school year, or at the time of hire if hired later in the school year. A reduction in hours resulting from a change in an employee's assignment by the School District based on shortage of work or funding, shall not affect the employee's eligibility for insurance contributions from the School District for the remainder of the School Year.

Subd. 3. Ineligible Employees. An employee who is regularly employed less than 30 hours per week or less than nine months per contract year shall not be eligible for the benefits of this Article. Upon termination of employment, an employee is no longer eligible for participation in School District insurance plans effective the last day of the month following the date of termination.

Section 3. Medical Insurance Plan.

Subd. 1. The District will provide group health insurance pursuant to the provisions established below. It is understood that the District's only obligation is to pay such amounts as provided by the plan documents and agreed to herein and no claim will be made against the District as a result of a denial of insurance benefits pursuant to the provisions of the plan.

Subd. 2. Pursuant to the plan documents, the District will provide a high deductible health insurance plan for single and family plans. Plan coverage summaries will be provided to all participating employees.

Subd. 3. HRA Contribution: The district will provide a Health Reimbursement Account for all eligible and participating employees that will be available to fund expenses relating to deductibles or co-pays under the plan. The plan year shall

run from October 1 through September 30 of each year and HRA contributions will be funded on October 1 at the levels set forth below:

- 1) The District shall contribute \$1,000 per employee carrying single coverage, and \$2,000 per participating employee carrying dependent coverage.
- 2) New employees starting service after the beginning of the plan year in October will receive an HRA contribution prorated by month based on the month of their first date of service. Substitute or temporary employees will not be eligible for an HRA contribution.
- 3) Employees eligible for Employee Married to Employee (EME) coverage pursuant to Subd. 6., below, will receive an HRA contribution of \$1,500 for each employee if in single coverage plans or \$3,000 to the employee carrying a dependent coverage plan.
- 4) Employees will be allowed to roll over unused HRA dollars year-to-year up to a cap of two times the deductible for the selected single or dependent plan. At no time will an employee have access to HRA dollars in excess of the cap.
- 5) An employee eligible for retirement benefits at the time of separation from the District shall have one year to spend down any balance in the employee's HRA account pursuant to the provisions of the plan.

Subd. 4. Single Coverage. Effective October 1, 2023, the School District shall contribute a sum of not to exceed \$615.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. The district reserves the right to make additional premium contributions for any individual employee to meet the health care affordability requirements of state or federal law.

Subd. 5. Family Coverage. Effective October 1, 2021, the School District shall contribute a sum of not to exceed \$1,039.00 per month toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District family health and hospitalization plan.

Subd. 6. Employee Married to Employee. For any member of this bargaining group qualifying for health and hospitalization coverage under this Article, whose spouse is also a School District employee qualifying for health and hospitalization coverage, the School District shall contribute a sum not to exceed the premium for two fully paid single insurance plans, or one fully paid dependent insurance plan for employees with eligible dependents, for the full contract year.

Section 4. Dental Insurance. The School District shall contribute a sum of not to exceed \$23.85 per month toward the premium for single coverage, and \$66.70 per month toward the premium for dependent coverage, for each eligible employee who qualifies for and is enrolled in a single or family School District group dental plan.

Section 5. Long Term Disability. The School District shall provide a group long-term disability insurance program and shall pay the cost of the premium for each employee eligible for benefits under this Article. The School District shall pay up to \$500.00 per month toward the health and hospitalization insurance premium for an employee qualifying for long term disability benefits for a period not to exceed 17 months. An employee is not eligible for paid sick leave while receiving long term disability insurance benefits.

Section 6. Life Insurance. The School District shall provide \$50,000 in life insurance coverage for each employee eligible for benefits under this article and pursuant to the terms of the School District insurance policy. Employees may purchase additional insurance in units of \$10,000 up to a maximum of \$100,000 Premium payments shall be the responsibility of the employee and made by salary reduction.

Section 7. Insurance Work Year. School District insurance contributions for employees eligible for medical, life insurance, long-term disability, and dental insurance benefits under this article will be paid from September 1st through August 31st of each year. Employee premium payments and School District premium contributions will be pro-rated over 17 pay periods during the employee's regular work year on a schedule to be determined by the School District.

Subd. 1. Starting Date of Insurance. An employee whose first day of continuous employment with the District begins on or before the 15th day of the month will be eligible for insurance on the first day of continuous employment. The Employee will be responsible for the full employee portion of the premium for that month and the District will be responsible for the full employer contribution for that month.

An employee whose first day of continuous employment with the District begins after the 15th day of the month will be eligible for insurance and District contributions to premiums on the first day of the following month. An employee wishing to be immediately eligible for insurance coverage on their first day of continuous employment with the District may elect to begin coverage as of their first day of continuous employment and shall be responsible for 50% of the total monthly insurance premium without contribution from the District.

Subd. 2. Summer Insurance Contributions for School Year Employees. A regular employee who is in active service for at least sixty (60) continuous working days of the school year and is in paid status or on an approved medical leave for an FMLA qualifying event as of the last contract day of the school year, will be eligible for continuing insurance coverage during June, July and August following the school year, with the District and employee making the full scheduled premium contribution for those months.

An employee who terminates employment before the end of the school year (i.e., their last scheduled workday) shall not be eligible for District contributions to insurance premiums during June, July or August, and will be responsible for the full insurance premium if they elect to continue coverage in any insurance plans.

Subd. 3. Insurance Contributions During Unpaid Leave. Employees who are absent from work and in unpaid status in any month of the school year (September through May) will be responsible for both the District and the Employee contribution toward the monthly insurance premium for any month that they are not in active status for at least ten (10) paid days. Employees that are absent for a qualifying medical event under the Family Medical Leave Act (FMLA), and who are considered an eligible employee under the FMLA, shall receive the District contribution to their health insurance plan during an approved medical leave as required by the FMLA.

Subd. 4. Collection of Employee Share of Premium Contributions. The employee share of any premium costs will be paid through payroll deduction. Eligible employees who are required to pay any portion of their premium for group insurance benefits other than through payroll deductions, will submit a check payable to the District, pursuant to District procedures and timelines. If payment is not received as required, coverage will terminate at the end of the month. An employee starting after the 15th of the month that elects immediate coverage shall have the option to have the 50% of the total monthly premium prorated over the remaining pay periods that year and paid by payroll deduction or may pay by check.

Subd. 5. Duration of Insurance Contribution. An employee is eligible for School District contributions as provided in this Article as long as an employee is employed by the School District. Employees whose employment terminates during the school year will be eligible for insurance and district contributions to insurance through the end of the month in which they terminate provided they pay the employee portion of the insurance premium for that month. Otherwise, the employee's insurance will terminate as of the last day of employment.

Section 8. Retention of Benefits. If after November 30th of any year an employee's position is reduced in hours by the School District below the number of hours required to be eligible for benefits under this Article, the employee shall continue to receive benefits based on their assignment prior to the reduction of hours for the remainder of the school year.

Section 9. Claims Against the School District. 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 10. Medical Insurance for Retirees. Employees in this unit who are covered by a School District health and hospitalization plan at the time of retirement may continue in the plan at their own expense up to the age of 65, or longer as provided by Minnesota

Law. Premium payments must be received in the Human Resources Office of the School District by the 1st day of the month of coverage.

ARTICLE IX – HOLIDAYS

Section 1. Paid Holidays.

Subd. 1. Eligibility. Benefits defined in this Article shall apply to all full-time and part-time employees regularly employed at least ten hours per week and at least nine months per contract year. Substitute or temporary employees shall not be eligible for any benefits under this Article.

Subd. 2. Paid Holidays. Employees who work nine months of the school year or more shall be granted the following paid holidays that occur during their duty year:

1. Labor Day
2. Friday of MEA
3. Thanksgiving Day
4. Martin Luther King Day
5. Spring Break Friday
6. Memorial Day
7. Juneteenth Day (for employees working extended day/summer school assignments)
8. Independence Day (for employees working extended day/summer school assignments)

In addition, employees are entitled to two (2) floating holidays per year which are to be used on non-student contact days unless otherwise approved by the employee's Supervisor, Principal or Director in consultation with Human Resources. Floating holidays may not be carried from year to year and will be prorated one (1) floating holiday for the first year of employment for employees hired after January 1st. Unused floating holidays shall be paid out on the July 15 payroll.

Subd. 3. Weekends. Any holiday that falls during a weekend shall be observed on a day established by the School District.

Subd. 4. School in Session. The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

Subd. 5. Holidays during Leave. A holiday that falls within a period of approved leave shall not be counted as a discretionary or accumulative leave day.

Subd. 6. Application. In order to be eligible for holiday pay, an employee must have worked the regular workday before and the day after the holiday unless on an excused illness or an approved paid leave. All 10-month employees will be eligible for the Labor Day holiday if they are in service the day following Labor Day.

ARTICLE X – LEAVES OF ABSENCE

Section 1. Approval. Approval for the use of discretionary or accumulative leave for absences under this Article shall be consistent with the provisions of the leave policies and procedures of the School District. Except in the case of an emergency, it is the responsibility of the employee to notify her/his supervisor of a requested absence at least three days in advance by submitting a written request on the authorized form of the School District. In the case of an emergency, an employee shall contact her/his supervisor as soon as possible to report the reason for her/his absence. An employee who is absent for three continuous days without notice and approval, shall be considered to have voluntarily terminated her/his employment with the School District.

Section 2. Accumulative Leave.

Subd. 1. Eligibility. Benefits defined in this Article shall apply to all employees regularly employed at least ten hours per week and at least nine months per contract year. Substitute or temporary employees shall not be eligible for any benefits under this Article.

Subd. 2. Accrual. Eligible employees shall earn annual accumulative leave up to eleven (11) days per year at the rate of one (1) day per month for the months of September through July. Accrual of accumulative leave shall be carried over from year to year up to 480 hours and shall be available for leaves under this Article.

Subd. 3. Calculation. A “day” shall be calculated and accrued in hours based on the employee’s regular daily assignment. For employees with variable daily schedules, their monthly hours of accrual shall be based on the average number of hours worked per day based on a five-day work week. Additional hours of work that are not part of an employee’s regular assignment, or hours worked for summer school or outside of the regular school year, shall not affect the accrual of accumulative leave.

Subd. 4. Deduction. Approved absences under this Article shall be deducted from accrued accumulative leave when available or by pay deduction when accumulative leave is not available. The School District shall make deductions from accumulative leave equivalent to the actual time absent to the nearest fifteen (15) minute increment.

Subd. 5. Restricted Unpaid Time-Off. Employees who have exhausted their accumulative leave days will not be authorized for leave without pay except in unusual or emergency circumstances, and then only with approval from their supervisor and Executive Director of Human Resources or designee. Use of restricted unpaid time off resulting in absenteeism may be grounds for discipline.

Subd. 6. Attendance Incentive. To reduce voluntary absences, each employee who does not use any accumulative leave in a given school year will receive a payment of \$300 following the completion of the school year.

Section 3. Discretionary Leave.

Subd. 1. Discretionary Leave. Employees in this unit will earn seven (7) days of discretionary leave per contract year. Discretionary leave is available for short-term absences so long as the employee has accrued accumulative leave available. The use of discretionary day(s) will result in a corresponding reduction in an employee's accumulative leave balance. Discretionary leave shall not carry over from year to year.

Subd. 2. Limitations. Discretionary leave during student contact days should be used in a manner that minimizes disruption to student services and programming. The following limitations shall apply to the use of discretionary leave:

- a) Employees may use up to five (5) consecutive discretionary days. The use of more than five (5) consecutive days shall result in a 2-for-1 deduction from accumulative leave for each additional day (e.g. six consecutive discretionary leave days = 7 accumulative leave days).
- b) In order to support critical services to students and programs, the School District reserves the right to enforce building wide limits on the number of employees from this unit using discretionary leave per day as follows:

<u>Paraeducators per Building</u>	<u>Limits</u>
1 – 10	1
11 – 20	2
21 – 30	3
31 or greater	4

Section 4. Sick Leave.

Subd. 1. Sick Leave shall be allowed by the School District whenever an employee is absent due to illness or injury that prevented his/her attendance and performance of duties on that day.

Subd. 2. Medical Certification. 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 or injury, 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. 3. Illness of a Child. Sick leave may be used for the illness of an employee's child (includes step-child), subject to the provisions of Minn. Stat. §181.9413.

Subd. 4. Family Illness Leave. Sick leave may be used for serious illness of an employee's spouse, adult child, parent, step-parent, sibling, grandparent, grandchild (includes step-grandchild), father-in-law, mother-in-law, son-in-law or daughter-in-law. Employees who exceed 5 days of absence for serious illness in

the immediate family may be required to furnish a medical certificate indicating that a member of their family had a serious illness.

Subd. 5. Long Term Disability. Employees eligible for long-term disability will not receive sick leave pay beyond 90 calendar days.

Subd. 6. Sick Leave Bank. The School District shall permit members of this bargaining unit with more than forty-five (45) accumulative leave days to donate up to three (3) accumulative leave days per year to a colleague who has exhausted accumulative leave time due to a long-term illness or disability.

Each donated day shall have a value of one-for-one of a sick leave day. The bargaining unit member donating days under this subdivision may not donate a number of days that reduces the employee's accumulative leave balance below forty-five (45) days.

The number of donated sick leave days which a member of this bargaining unit may receive is limited to the number of days donated, but may not continue beyond the receiving member's eligibility for long term disability.

Section 5. Bereavement.

Subd. 1. Up to five (5) days of bereavement leave per incident shall be allowed for death in the employee's immediate family. The immediate family includes: spouse, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, uncles, aunts, nephews, nieces, corresponding step-persons, and persons for whom they are legally responsible to make decisions. All absences for bereavement will be deducted from accrued accumulative leave. Bereavement leave for persons outside the immediate family will be counted as discretionary leave and deducted from accrued accumulative leave.

Subd. 2. In the sole discretion of the Superintendent, an employee may be granted additional days of bereavement leave in the case of extreme circumstances.

Section 6. 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 for the birth or adoption of a child or children, or because of the need to provide parental care for a child or children of the employee for an extended time.

Subd. 2. Written Request. All requests for child care leave must be submitted in writing thirty (30) days prior to the anticipated commencement of the intended leave. The request will indicate the proposed commencement and termination dates for 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. Commencement of Leave. Leave under this section shall commence upon home placement of an adopted child or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child, or at such other date mutually agreed upon between the employee and the School District.

Subd. 4. Duration of Leave. In making a determination concerning the duration of a child care leave, the School District shall not, in any event, be required to:

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

Subd. 5. Unpaid Leave. Leave under this section shall be without pay, however, an employee may use any accrued accumulative leave that is available. Insurance benefits may be continued at the option and expense of the employee.

Subd. 6. Return from Leave. An employee returning from child care leave shall be returned to his/her previous position or to another comparable position for which he or she is qualified.

Section 7. Jury Duty Pay. All employees required to serve on jury duty shall be paid by the School District the difference between their regular pay and jury duty pay. In implementing this section, the School District shall continue to pay the employee the regular rate of pay and the employee shall be obligated upon receipt of the jury duty pay from the governmental agency to immediately remit the check endorsed payable to the School District. Absences under this section shall not be deducted from accumulated leave.

Section 8. Workers' 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 Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' 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 pay.

Subd. 2. A deduction shall be made from the employee's accumulated sick pay leave accrual time according to the pro rata portions of days of sick leave time which is used to supplement Workers' 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 pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall work cooperatively with Human Resources to have any paid leave amounts coordinated with any payment from Workers Compensation.

Section 9. Unpaid Leave of Absence. At the sole discretion of the School District, an employee of this bargaining unit may be granted a leave of absence without pay for purposes not otherwise addressed under this Article. Requests for such leaves shall be submitted in advance of the leave to the Superintendent. The leave request shall include the proposed commencement and termination dates of the leave. An employee returning from a leave of absence under this section for less than ninety (90) days will be returned to his or her previous position. An employee returning from a leave of absence after more than ninety (90) days will be returned to his or her previous position or to another comparable position for which he or she is qualified.

Section 10. Application. The parties agree that the applicable periods of probation for employees are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. The parties agree that periods of time for which the employee is on leave under this Article shall not be counted in determining the completion of the probationary period.

Section 11. Retention of Earned Benefits. Leave of absence under this Article will not constitute a break in employment for purposes of seniority. An employee who returns to work from an unpaid leave within the provisions of this Article shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for unpaid leave.

Section 12. Insurance Participation. An employee on unpaid leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such program as the employee wishes to retain, commencing with the beginning of the unpaid leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

ARTICLE XI – PROBATION, DISCIPLINE AND DISCHARGE

Section 1. Probationary Period. Each new employee shall serve a probationary period of sixty-seven (67) working days of continuous service in the School District, exclusive of leave days under Article X, summer school and ESY. During the probationary period the School District shall have the unqualified right to discipline or discharge such employee without recourse to the grievance procedure.

Section 2. Completion of Probationary Period. Employees who complete a successful probationary period shall be regarded as regular employees and will be disciplined or discharged only for cause as outlined below.

Section 3. Probationary Period After Promotion. An employee promoted to a higher classified position shall be on probation for thirty (30) workdays during which period the Employer shall have the right to return the employee to his/her former position. This right is not subject to the grievance procedure.

Section 4. Employee Discipline. After an employee has completed the probationary period, the Employer may discipline or discharge an employee only for just cause. Disciplinary action shall normally include the following actions and will normally be taken in the following order, except in cases of serious misconduct:

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

Employees who are subject to the above actions shall have the right to union representation, if desired, at any meetings with the district's representative(s).

ARTICLE XII – SENIORITY AND LAYOFF

Section 1. Application. The parties recognize the principle of seniority in the application of this Article, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibility of the position. This section shall be applicable in a reduction of hours only if the reduction causes the employee to lose eligibility for benefits under this Agreement or if the employee's hours are reduced by more than 25% of the employee's existing time.

Section 2. Layoff. In the event of a layoff, an employee losing a position may exercise seniority within classification provided the employee is fully qualified to perform the duties and responsibilities of such position. A reassignment to an equivalent position within classification shall not constitute a layoff pursuant to this Article. An employee may not exercise seniority in a higher classification in the event of a layoff. The School District shall provide any employee who is to be laid off with two (2) weeks written notice of the proposed layoff.

Section 3. Recall. An employee on layoff shall retain seniority and right to recall within classification in seniority order for vacancies which occur in the School District for a period of eighteen (18) calendar months after the date of layoff, provided the employee is qualified to perform the duties and responsibilities of the position. An employee with recall rights shall maintain a current mailing address on file with the School District and failure to accept recall within ten calendar days shall cause forfeiture of the employee's further recall rights. The School District will not employ a new person in a vacant position as long as an employee on layoff pursuant to this Article is qualified to perform the duties and responsibilities of the position and accepts recall as provided herein.

Section 4. Seniority Date. Employees shall acquire seniority within their classification category upon completion of the probationary period as defined in Article XI hereof, and upon acquiring seniority, the seniority date shall relate back to the first date of continuous

service in the School District in a classification covered by this Agreement. If more than one employee commences work on the same date in a classification category, the tie shall be broken by using the last four (4) digits of the employee's social security numbers, recognizing and the employee with the higher number as the most senior.

Section 5. Seniority List. On or about November 1 of each year the School District shall post a seniority list for each job classification. An employee who disagrees with the posted seniority list will have twenty (20) working days from the date of the posting to supply written documentation or other proof to the School District in an effort to resolve any dispute. If the dispute is not resolved within those twenty (20) days, an employee shall have an additional twenty (20) days to challenge their seniority listing through the grievance process. If no challenges are made within twenty (20) days of posting, the seniority list is final. The following classifications shall be recognized for purposes of this Article:

- a. Advanced Paraeducators (Including Level IV, Behavior Instruction and Special Education Lead)
- b. Instructional Paraeducators (Including Classroom, Special Education, Media and EL Paraeducators)
- c. Support Paraeducator (Including Clerical Paraeducator and Student Support Paraeducator)

ARTICLE XIII – VACANCIES AND POSTING

Section 1. Postings of Vacancies or New Positions. All vacancies and new positions within the bargaining unit, that are anticipated to be at least 45 consecutive days in duration, will be posted for at least five (5) working days during the school year and ten (10) working days during the summer recess. For purposes of this Article, the term “vacancy” shall mean a position where no employee is holding a claim to the position (i.e., leave of absence), or a current position where an increase in hours will make the position eligible for an increased level of benefits under Article VIII.

Section 2. Application for Vacancies. It is the right of the School District to select the best qualified candidate for an open position. All applications will be considered by the School District and final decision for employment, advancement, transfer or promotion will be made by the School District after considering the qualifications of all applicants. Qualifications of applicants will include background, training, seniority, experience, education and aptitude for the position. If it is determined by the School District that two or more internal candidates are equally qualified for an opening, the senior qualified employee will be assigned to the position. Upon request by the employee, senior employees not selected will be provided the reason(s) in writing by the responsible administrator with a copy to the Executive Director of Human Resources and the Union Chief Steward.

Section 3. Temporary Assignment. The School District may fill a vacancy or new position, temporarily, pending completion of the assignment process.

Section 4. Reassignment. The School District may assign staff within job classification so as to best meet the needs of the District. Except in the case of an emergency, an employee proposed to be reassigned by the School District will normally be given at least ten (10) working days notice of the proposed reassignment.

Section 5. Reemployment After Resignation. If an employee covered by this Agreement, except for a temporary employee, voluntarily terminates employment from a bargaining unit position and is subsequently re-employed by the district in this bargaining unit within eighteen (18) months from the date of termination, the employee shall be reinstated without loss of seniority and at the same pay level as of the date of termination. If re-employed at the same or lower classification, the employee will not be required to serve a new probationary period.

Section 6. Summer School. The School District will hire, if qualified, members of this unit for available summer school or extended school year positions before considering persons outside of this bargaining unit. The School District will make every effort to notify selected employees at least two (2) weeks prior to the commencement of the summer school or extended school year program.

ARTICLE XIV – SEVERANCE PAY / WELLNESS PAY / 403B

Section 1. Severance Pay.

Subd. 1. Eligibility. Employees meeting the following requirements shall be eligible for severance pay pursuant to the provisions of this section, upon submission of a written resignation accepted by the School District:

- a. Employees who have completed at least ten (10) years of continuous service with the School District who are immediately eligible for a state retirement annuity benefit;
- b. Employees who become and remain totally and permanently disabled while employed by the School District;
- c. Employees whose death occurs while employed by the School District.

Subd. 2. Calculation of Severance Pay. An eligible employee shall receive as severance pay upon her/his retirement, the amount obtained by multiplying the number of his/her accrued accumulative leave days up to 480 hours, times her/his hourly rate of pay at the time of retirement, disability or death, times the percentage determined by the employee's years of service on her/his last day of employment.

10 full years of service	40%
15 full years of service	50%
20+ full years of service	60%

Subd. 3. Ineligibility.

Severance pay under this section shall not be granted to any employee who is discharged by the School District.

Subd. 4. Payment.

- a. Severance Pay under this section shall be paid by the School District into the employee's Minnesota Health Care Savings Plan (MHCSP) within sixty (60) days of retirement.
- b. If an employee completes and qualifies for a waiver of participation based on the health care savings plan criteria, and the waiver is presented to the School District at least two (2) months in advance of the employee's retirement date, payment under this section shall be paid directly to the employee in one lump sum within sixty (60) days of retirement.
- c. If an employee who is eligible for severance pay under this article dies prior to submitting a notice of resignation or retirement, or after submitting notice but prior to the anticipated retirement date, severance pay will be paid to the employee via payroll or to the employee's estate and not to the MHCSP.

Section 2. Wellness Pay. Employees will receive annual wellness pay for all accrued accumulative leave days in excess of 480 hours as calculated on June 30th of each year. The school district will pay out an amount equal to the total number of excess days multiplied by the employee's hourly rate times .8 by August 31st of each year, into the employee's Minnesota Health Care Savings Plan (MHCSP).

Section 3. 403b Plan.

Subd. 1. Participation. Employees of this bargaining unit shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes §356.24.

Subd. 2. Matching Contribution Plan. Beginning with open enrollment during the 2020-2021 school year, the School District will match employees' annual contributions for employees who are benefit eligible under Article VIII based on their current year of employment in the School District. The School District matching amount shall not exceed the Annual Maximum Match Amount set forth below:

<u>Years of Service</u>	<u>Maximum Match Amount</u>	
	<u>Annual</u>	<u>Cumulative</u>
0 years to three (3) years	\$ -0-	\$ -0-
Four (4) – Eight (8) years	\$500	\$ 2,500
Nine (9) – Thirteen (13) years	\$600	\$ 3,000
Fourteen (14) – Eighteen (18) years	\$700	\$ 3,500
Nineteen (19) plus years	\$900	<u>\$ 8,000</u>
		\$17,000

Subd. 3. The maximum career matching contribution by the School District shall be \$17,000.

Subd. 4. A salary reduction authorization agreement must be completed by the eligible employee by October 1 for the employee to participate in the 403b Matching Contribution Plan for that school year.

Subd. 5. The School District will provide notice to participating employees when they become eligible for an increased level of matching contribution.

Subd. 6. Employees on unpaid leaves may not participate in the matching program while on leave.

ARTICLE XV – MISCELLANEOUS

Section 1. Medical Examination. An employee whose condition of physical or mental health is thought to be adverse to the welfare of students or other employees may be required to undergo a health examination by a licensed physician at the expense of the School District.

Section 2. Damage Reimbursement. Upon proper documentation, the School District will reimburse employees for expenses incurred in repairing or replacing personal items broken by students while employees are engaged in their required duties during the normal workday (i.e., glasses, hearing aids). The School District reserves the right to place reasonable limits on reimbursements under this paragraph.

Section 3. Mileage Reimbursement. Employees of this unit who are authorized to use their own automobile in the performance of their duties will be reimbursed for all authorized travel at the rate established by the School District.

Section 4. Copies of the Bargaining Agreement. The School District will provide the bargaining unit with copies of the Bargaining Agreement for each building and for each union steward within forty-five (45) days of ratification by the School Board. The approved Bargaining Agreement will also be available on the School District website.

Section 5. Retiree Recognition. The District will initiate an Employee Recognition program designed to acknowledge and commend service to District 742 schools.

ARTICLE XVI – GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A “grievance” shall mean an allegation by an employee(s) resulting in a dispute or disagreement between the Union 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 Union or School District may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Definitions and Interpretations.

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

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays excluding Saturdays and Sundays and legal holidays as designated by state law.

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it bears a 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's designee, setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after 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's designee. By written mutual agreement, the parties may waive any step and/or extend any time limits of the grievance procedure.

Section 5. Adjustment of Grievance. The School District and the employee shall attempt to adjust all grievances that may arise during the course of employment of any employee within the School District as follows. All grievances at all levels shall be filed with the Executive Director of Human Resources.

Subd. 1. Informal. The Employee(s) and union will attempt to resolve an alleged grievance with the School District through informal means by meeting with the employee's building administrator within 10 days of the event giving rise to the concern.

Subd. 2. Level I. If the grievance is not resolved through informal discussion, the grievance shall be filed in writing with the Executive Director of Human Resources or designee. The Executive Director may call a meeting within ten (10) days after receiving the written grievance. Following this meeting the Executive Director shall

have five (5) days to provide a written decision on the grievance to the parties involved.

Subd. 3. 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 an appeal is made in writing within ten (10) 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 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. 4. 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 an appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School District shall hear the grievance within twenty (20) days after the 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 or representative(s) of the School District may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School District. The School District shall then render its decision.

Section 6. Denial of Grievance. Failure of the School District 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 7. Arbitration Procedures. In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party or designee, and such 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 that has not been duly processed in accordance with these grievance procedures 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 Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten days after the receipt of said request. Within ten days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot.

Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. 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 to 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 and written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision. The decision by the arbitrator shall be rendered within 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 the P.E.L.R.A.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expense that the party incurs in connection with presenting its case for 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 both parties, and any other expense that the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration 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.

Section 8. Mediation. By written mutual agreement the parties may waive any step or suspend any timeline in order to submit a grievance to mediation by filing a joint petition with the Commissioner of Mediation Services.

Section 9. Election of Remedies and Waiver. A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement,

shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XVII – 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 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 ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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 Agreement, 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.

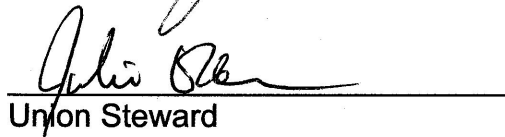
Section 4. Severability. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any such circumstances is held to be invalid or void, it shall not affect any other provision of this Agreement or the application of any provision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

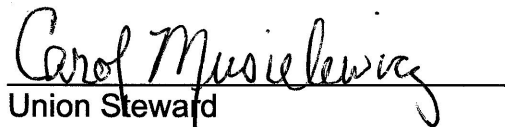
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR:

Minnesota School
Employees Association
10 River Park Plaza #810
St. Paul, MN 55107


Union Steward


Union Steward


Union Steward

Union Steward

Union Steward

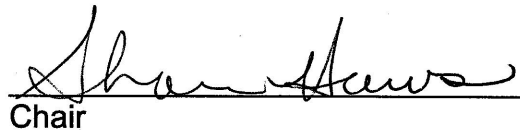
Union Steward


Union Representative

Dated: 8/16/2023

FOR:

St. Cloud Area School District 742
1201 Second Street South
Waite Park, MN 56387


Chair


Clerk


Chief Board Negotiator

Dated: 8/16/2023

APPENDIX A – PARAEDUCATOR WAGE SCHEDULE

July 1, 2023 - June 30, 2025

NEW EMPLOYEE PAY LEVELS

	SUPPORT PARAEDUCATORS Clerical Student Support	INSTRUCTIONAL PARAEDUCATORS Classroom Special Education Media / EL	ADVANCED PARAEDUCATORS Level IV Program Behavior Instruction Special Education Lead
2023-2024	\$16.00	\$18.00	\$20.00
2024-2025	\$16.50	\$18.50	\$20.50

SUPPORT PARAEDUCATORS: Clerical and Student Support Paraeducators are not required to be highly qualified. Clerical Paraeducators provide clerical support in schools. Student Support Paraeducators serve as door, hallway, cafeteria, playground, drop-off/pick-up and crossing guard support.

INSTRUCTIONAL PARAEDUCATORS: Paraeducators providing classroom instructional support, special education student support, EL student support or media center support are required to be highly qualified through successful completion of the Paraeducator Assessment or through completion of 60 college credits/associate's degree.

ADVANCED PARAEDUCATORS: Paraeducators assigned to Level IV programs at Roosevelt Education Center or Katherine Johnson Education Center must be highly qualified and will receive specialized training for working with high risk students. Behavior Instruction Paraeducators be assigned to Behavior Resource Rooms or to an EBD student caseload and must have 60 college credits or an associate's degree. Special Education Lead Paraeducators must be highly qualified and have at least five years of experience as a special education paraeducator in 742. Lead Paraeducators will be selected for each building to support onboarding, training and embedded support for special education paraeducators at their site.

APPENDIX B – School Closing Plan • Flexible Learning Days • 2023-2024

In an effort to continue student learning in the event of weather-related school closings, St. Cloud Area Schools will continue using Flexible Learning Days during the 2023-2024 school year for inclement weather day closings pursuant to Minn. Stat. §120A.414 as follows:

Make-Up Plan:

- The first five weather related closings will generally be shifted to Flexible Learning Days as long as there is no interruption of power and/or internet service that would interfere with distance learning. At the discretion of the Superintendent, a full school closing day may be called instead if the timing or circumstances surrounding the weather event compromises the ability to deliver effective instruction as a Flexible Learning Day.
- Additional weather related school closing days will be determined by the Superintendent and make-up time for students and/or staff will be determined by the Superintendent in consultation with the School Board.

During a Flexible Learning Day, students and licensed staff will have the following expectations:

Student Expectations

In the event of a cancelled school day that requires a Flexible Learning Day, families will be informed by an automated message that St. Cloud School District 742 is activating a Flexible Learning Day at least two hours prior to the start of the regular school day.

Pre-School

Pre-school students will access and complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website when predicted weather conditions make school closing likely.

K-5 Students

Students in grades K-5 will access assignments on student devices via the Learning Management System (LMS) or complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website if devices were not sent home with students. Licensed staff will post learning activities to LMS by 9:00 AM on the day of a Flexible Learning Day.

Secondary Students

Students in grades 6 -12 will access assignments on student devices via the Learning Management System (LMS). Licensed staff will post learning activities on LMS by 10:00 AM on the day of a Flexible Learning Day.

Licensed staff members will be available during student contact hours to answer student questions and provide guidance via email and the LMS. Accommodations for students who receive special education and EL services will be provided. If additional accommodations are needed, they can be addressed by teaching staff when the student returns to school.

Licensed Staff Expectations

Licensed staff who are unable to teach on a Flexible Learning Day due to a discretionary day, illness or medical appointment for themselves or a family member, or other absence reason, must request time off in Skyward and post the learning activities for the day on the Learning Management System (LMS) in lieu of posting sub plans. In addition, staff should email the principal and lead secretary so they are aware the employee will not be available for student or parent contact.

Licensed staff who are on duty during a Flexible Learning Day must be in service during their regular teacher duty day and will complete the following:

Early Childhood Staff

Early Childhood staff will make a plan for their work on a Flexible Learning Day with their administrator/supervisor.

K-5 Staff

Licensed staff of students in grades K-5 will post learning activities on LMS by 9:00 AM on the day of a Flexible Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Each classroom teacher who serves students is responsible for posting lessons, grading, and completing attendance on Flexible Learning Days.

Secondary Staff

Licensed staff of students in grades 6 -12 will post learning activities on LMS by 10:00 AM on the day of a Flexible Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Teachers are responsible for completing attendance on Flexible Learning Days.

Non-Instructional Licensed Staff

Non-Instructional licensed staff (e.g. counselors, school psychologists, social workers, nurses, SLPs, OT/PTs, autism specialists, media specialists, technology integrationists, SEL/Focus teachers, ADSIS teachers, grade level leads, math and literacy specialists, EL coordinators, etc.) will make a plan for their work on a Flexible Learning Day with their administrator/supervisor.

Part-Time Teaching Staff

Part-time contract teachers will be available during their regularly scheduled duty hours.

All licensed staff are encouraged to also use the work day to make contact home to update families on positive student performance and progress.

Non-Licensed Staff Expectations

10 Month Non-Licensed Staff Expectations:

In the event of a Flexible Learning Day, 10-month non-licensed staff will not report to work on-site and will work as follows:

1. Staff who can work effectively from home may do so with the pre-approval of their supervisor (e.g. clerical, head cooks, BRS, BCSS, BTIs, interpreters, instructional paras, clerical paras LPNs, mental health support staff, EEOCs, family advocates and deans).
2. Non-licensed staff who do not support instruction, whose regular work cannot be performed at home (e.g. bus drivers, nutritional services, transportation paraeducators, door monitors, CSO's), shall receive full pay for the Flexible Learning Day.

12 Month Non-Licensed Staff Expectations:

In the event of a Flexible Learning Day, 12-month non-licensed staff who can report to work safely may do so (e.g. custodians and engineers). 12-month non-licensed staff who can work from home may do so with the approval of their supervisor (e.g. clerical, non-represented 12 month employees). Staff who cannot report and whose work cannot be performed at home, shall receive full pay for the Flexible Learning Day. Employees who choose not to work from home on a snow or ice closing Flexible Learning Day, may use accumulative or other paid leave time to make up for any hours lost.

120A.414 E-LEARNING DAYS.

Subd. 1. Days.

"E-learning day" means a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather. A school district or charter school that chooses to have e-learning days may have up to five e-learning days in one school year. An e-learning day is counted as a day of instruction and included in the hours of instruction under section 120A.41.

Subd. 2. Plan.

A school board, including the board of a charter school, may adopt an e-learning day plan after consulting meeting and negotiating with the exclusive representative of the teachers. A If a charter school's teachers are not represented by an exclusive representative, the charter school may adopt an e- learning day plan after consulting with its teachers. The plan must include accommodations for students without Internet access at home and for digital device access for families without the technology or an insufficient amount of technology for the number of children in the household. A school's e-learning day plan must provide accessible options for students with disabilities under chapter 125A.

Subd. 3. Annual notice.

A school district or charter school must notify parents and students of the e-learning day plan at the beginning of the school year.

Subd. 4. Daily notice.

On an e-learning day declared by the school, a school district or charter school must notify parents and students at least two hours prior to the normal school start time that students need to follow the e-learning day plan for that day.

Subd. 5. Teacher access.

Each student's teacher must be accessible both online and by telephone during normal school hours on an e-learning day to assist students and parents.

Subd. 6. Other school personnel.

A school district or charter school that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e- learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

MEMORANDUM OF AGREEMENT

Between
Minnesota School Employees Association
and
St. Cloud School District No. 742

WHEREAS, The Minnesota School Employees Association ("MSEA") is the exclusive representative of the Paraeducators ("Union") employed by the School District recognized by the School District under applicable state law; and

WHEREAS, Independent School District 742, St. Cloud ("District") and the Union have negotiated a collective bargaining agreement ("CBA") for 2023-2025 contract period; and

WHEREAS, the 2023-2025 CBA between the District and Union increased the single health insurance contribution to \$615.00 per month to match the contribution to the teachers per the collective bargaining agreement between the SCEA and the District, and made no increases to the family health insurance contribution which already matched the teacher contribution; and

WHEREAS, the District is committed to maintaining health insurance contributions for all employees that match the contributions to the teachers under the CBA between the District and the SCEA.

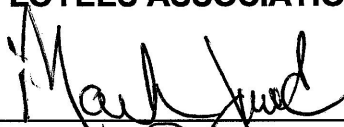
WHEREAS, the District and the SCEA have not yet negotiated a CBA for 2023-2025.

NOW, THEREFORE, the District and the Union agree as follows:
Should the settlement of the 2023-2025 CBA between the SCEA and the District include an increase in health insurance contributions for family coverage, the District shall match that increase for this Union effective with the date of those changes for the SCEA, and the CBA shall be revised accordingly.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Agreement.


MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

Date: 8/16/2023

by 
Its Field Representative

INDEPENDENT SCHOOL DISTRICT
NO. 742, ST. CLOUD

Date: 8/16/2023

by 
Its Board Chair

MEMORANDUM OF UNDERSTANDING

Between

Minnesota School Employees Association
and
St. Cloud School District No. 742

WHEREAS, the Minnesota School Employees Association is the exclusive representative of the Paraeducators Unit ("Union") of St. Cloud Area School District 742 (School District); and

WHEREAS, the School District and the Union have reached a tentative agreement in the negotiation of a collective bargaining agreement ("CBA") for the 2023-2025 contract period;

WHEREAS, in addition to the agreements reflected in the CBA, the parties wish to document two areas of agreement regarding issues of concern outside of the bargaining agreement.

NOW, THEREFORE, the District and the Union agree as follows:

1. The District will provide reimbursement to Paraeducators staff for the full cost of an annual parking pass in the Newman Parking Lot at St. Cloud State University to address parking concerns on the SCSU campus for Paraeducators who are assigned to the CO2 Program;
2. In order to allow Media Paraeducators adequate time to organize and prepare their work area, the District will provide Media Paraeducators up to twelve (12) hours of additional compensation for time worked at the direction of their supervisor before the start of the school year.
3. Paraeducators may obtain reimbursements for the items set forth in Paragraphs 1 and 2 above by submitting receipts to the Student Services Department;
4. These agreements shall be in effect throughout the 2023-2025 contract period and will be subject to review and reconsideration following the expiration of this agreement on June 30, 2025.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Agreement.

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

Date: 8/16/2023

by Mark [Signature]
Its Field Representative

INDEPENDENT SCHOOL DISTRICT
NO. 742, ST. CLOUD

Date: 8/16/2023

by [Signature]
Superintendent