INDEPENDENT SCHOOL DISTRICT **834**

Master Contract

2024-2025
2025-2026

St.Croix Paraprofessional Association

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Article I - Purpose

Section 1 – Parties

This agreement is entered into between the school board for Independent School District 834, Stillwater, Minnesota, hereinafter referred to as the school board and the Education Minnesota St. Croix Paraprofessional Association, which is the exclusive representative for District 834 paraprofessionals, hereinafter referred to as the SCPA, 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 paraprofessionals during the duration of this agreement.

Article II – Recognition of Exclusive Representative

Section 1 – Recognition

In accordance with P.E.L.R.A., the school board recognizes the Education Minnesota St. Croix Paraprofessional Association as the exclusive representative for paraprofessionals employed by the school board for Independent School District 834. The exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this agreement.

Section 2 – Description Of Appropriate Unit

The exclusive representative shall represent all such paraprofessionals of the district contained in the appropriate unit as defined in Article III, Section 2 of this agreement and P.E.L.R.A. and in certification by the Director of Mediation Services.

Article III - Definitions

Section 1 – Terms And Conditions Of Employment

Shall mean the hours of employment, the compensation therefore and economic aspects relating to employment, and the employer's personnel policies affecting the working conditions of the paraprofessionals. Reference to days in this agreement shall mean any day, Monday through Friday inclusive, except those designated as non-workdays by the board of education.

Section 2 – Description Of Appropriate Unit

For purposes of this agreement, the term paraprofessional shall mean any person employed by the school board in the paraprofessional classification (who are defined as public paraprofessionals within the meaning of MS 179A.03, Subd. 14) excluding confidential employees, supervisory employees and essential employees, part-time employees whose services are less than 8.75 hours per week, and employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days per year.

Section 3 – Immediate Supervisor

Immediate supervisor shall be defined as the administrator in charge of the paraprofessional's workstation and who is responsible for the day-to-day direction of the paraprofessional.

Section 4 – Days

Reference to days in this agreement shall mean working days.

Section 5 – Work Year

The work year for paraprofessionals shall include all student contact days and two staff development days. The staff development dates will be posted in the spring of the preceding year. The Human Resources Department shall annually issue a calendar reflecting the workdays for paraprofessionals**.** A representative selected by the SCPA will be a member of the district Calendar Committee. The committee shall review the student and staff calendars and propose draft calendars for consideration by the Board of Education.

Section 6 – Full-Time Employee

Employees regularly scheduled to work six or more hours per day or 30 hours or more per week, for the full term of the year, shall be considered full-time employees.

Section 7 – Part-Time Employee

Employees regularly scheduled to work less than six hours per day or less than 30 per week, for the full term of the school year, shall be considered part-time employees.

Section 8 – Employment Date

The first date of the most recent continuous service in the district shall be considered an employee's employment date.

Section 9 – Seniority Date

The first date of the most recent continuous service, including Board approved leaves, in the St. Croix Paraprofessional Association, shall be considered an employee's seniority date.

Subd. 1 – The district shall maintain a seniority list of paraprofessional employees. This list will be provided to the SCPA on September 30 of each year. In addition, the district will post an updated list by January 15 of each year and provide the SCPA with the updated list. Paraprofessionals on the list who disagree with the listing will have 20 working days from the date of the posting to request review and change of seniority date to the district. A final seniority list, with any appropriate revisions, will be posted by February 15 of each year at which time the list will be considered binding. If there are no changes to the January 15 seniority list posting, no listing will be posted on February 15, and the SCPA president will be so notified.

Subd. 2 – A paraprofessional employed in a position that is 1.75 hours or more per day, and at least one full school year of student contact days, will earn seniority.

Subd. 3 – A new employee assuming a position which is vacant because a person who has claim on that position is on a leave of absence shall not acquire seniority.

Subd. 4 – A new paraprofessional who is permanently hired into a position she/he held on a temporary basis will be given seniority credit for the time the paraprofessional served in the temporary position, provided the temporary and permanent positions are one and the same position and such service is continuous.

Subd. 5 – No non-probationary paraprofessional shall suffer a loss of his/her seniority unless he/she resigns or is discharged from employment.

Section 10 – Temporary Position

Subd. 1 – A position that is expected to last one year or less or is vacant because an employee who has a seniority claim on that position is on leave of absence shall be considered temporary.

Subd. 2 – Paraprofessionals transferred to a temporary position, pursuant to Article XI, Section 3, Subd. 2, shall have their seniority continued without interruption.

Section 11 – Other Terms

Terms not defined in this agreement shall have those meanings as defined by 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 employers, 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 board to efficiently manage and conduct the operation of the district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the district.

Section 3 – Effect Of Laws, Rules And Regulations

The exclusive representative recognizes that all paraprofessionals covered by this agreement shall perform the services and duties prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives, and orders issued by properly designated officials of the district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this contract and recognizes that the school

board, all paraprofessionals covered by this contract, and all provisions of this contract are subject to the laws of the state. Any provision of this contract found to be in violation of any such laws, rules, 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 contract are reserved to the school board.

Article V – Paraprofessional Rights

Section 1 – Request For Dues Check-Off

Subd. 1 – SCPA unit employees will have the right to request dues check-off for the exclusive representative in accordance with the provisions of P.E.L.R.A. Upon receipt of a properly executed authorization form from the employee to the Union, and Union notification to the school district, the school district will deduct, in equal installments, from the employee's paycheck the dues the employee has agreed to pay the exclusive representative during the effective period of authorization. The authorization will continue in effect until terminated by the employee in writing to the Union, and Union notification to be the district, prior to the end of any membership year (August 31). Such dues deducted will be forwarded to the treasurer of the St. Croix Paraprofessional Association.

Subd. 2 – Term of Authorization – Authorization for SCPA active membership will be through a properly submitted application with SCPA. The Union will provide the district payroll department with a list of all current active members requiring payroll deduction prior to October 1 of each school year, including the total amount of dues to be deducted for the school year. Dues deductions will commence the second payroll in October and continue for 16 consecutive payrolls ending with the first payroll in June.

Section 2 – Deductions

With respect to all dues deducted by the district, whether for active membership dues, the district shall remit to the Exclusive representative within 30 calendar days from each date of deduction, the total amount deducted, accompanied by the list of SCPA unit members for whom such deductions have been made, categorizing them as to active membership in the Exclusive representative. The Exclusive representative agrees to advise the district of all members of the Exclusive representative in good standing and from time to time furnish information needed by the district to fulfill the provisions of this Article. In the event a paraprofessional leaves the employment of the district or the Union requests that dues deduction from the member be cancelled, any deduction shall cease effective the next payroll run following such notice of cessation of employment.

Section 3 – Access To Information

The district shall provide, on request of the exclusive representative, access to district financial information, budgets and such other information necessary to the effective performance of the exclusive representative. The exclusive representative shall pay reasonable costs for copies of such material.

Section 4 – Release Time For Exclusive Representative

Officers and representatives of the SCPA shall be granted up to 60 hours of paid leave time when necessary to attend meetings or otherwise conduct the business of the SCPA. This time may be utilized in quarter hour increments. SCPA leave time requested in excess of 60 hours may be granted such officers and representatives, with the SCPA reimbursing the district for the cost of the substitute, if one is necessary. The SCPA agrees to submit such request to Human Resources at least two days prior to the use of such leave.

Section 5 – Rights to View

Nothing contained in this agreement shall be construed to limit, impair, or affect the right of any paraprofessional or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the condition or compensation of public employment or their betterment so long as the same is not designed and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the SCPA.

Section 6 – Communications

Subd.1 – The SCPA president or designee and Human Resources will communicate with one another at such time as either party becomes aware of a concern regarding the interpretation or application of the terms and conditions of employment as set forth in the agreement. Final written decisions, which result from the resolution, shall be sent to the Association's designated spokesperson. It is understood that this section does not pertain to confidential communications, which occur between Human Resources and the superintendent or designee , district employees, agents, or contractors of the district. Furthermore, this section only pertains to matters to which Human Resources is a party in the first person and shall not include the transmission of hearsay information.

Subd. 2 – The Association shall have the right to post notices of activities or matters of Association concern on building bulletin boards. The Association may use district technology, mail service, and mailboxes for communication to paraprofessionals.

Article VI - Compensation

Section 1 – Wages And Salary

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the contract for the period commencing July 1, 2024 to June 30, 2026, The wages provided herein may, at the sole discretion of the school board, be increased during the term of this contract for purposes of complying with the conditions of MS 471.992 as amended.

Section 2 – Paid Holidays

The basic school calendar for paraprofessionals shall consist of 179 paid days, two of which will be professional development (see Article III, section 5) and five days will be paid holidays. Such holidays will be posted by administration in the spring of the preceding school year.

Subd. 1 – Floating Holiday

Paraprofessionals are allocated one (1) floating holiday pro-rated as appropriate per school year. The floating holiday may only be used during the regular school year on a non-student contact day with no exceptions provided. It may not be used before the first student contact day or after the last student contact day of the school year.

Use of the floating holiday requires prior approval from the paraprofessional's supervisor and must follow the same request process as other time-off requests in the timekeeping system. It is the paraprofessional's responsibility to ensure the timesheet reflecting the floating holiday is submitted no later than the following Monday for payroll processing.

Floating holidays do not carry over and must be used within the school year it was allocated.

Section 3 – Previous Training Or Experience

A new paraprofessional who has special training may be allowed to advance one step for purposes of initial placement on the salary schedule. A new paraprofessional who has relevant prior experience may be allowed to advance one step for each year, up to two steps, for purposes of initial placement on the salary schedule. The maximum step placement an employee may receive upon hire is step three. Beginning July 1 for school year 2025-2026, a newly hired paraprofessional who has special training, previous para or other relevant experience may receive experience credit towards placement on the wage schedule. Class placement will be determined by Human Resources upon hire. Whenever this Section is utilized to place a newly hired paraprofessional above step class 3, Human Resources will inform the SCPA President in a reasonable and timely manner.

Section 4 – Overtime

A paraprofessional working overtime, not covered by compensatory time, shall be paid at the regular hourly pay rate up to a maximum of 40 hours per week. After 40 hours, a paraprofessional will be paid at the rate of time and one half.

Section 5 – Compensatory Time

1. Compensatory time is working beyond the regular workday/year as authorized by the administrator in charge.

2. Compensatory time must be used within the same week in which it is earned. Prior approval to use compensatory time must be obtained from the authorizing supervisor.

3. Compensatory time shall be given at one- and one-half times, after 40 hours, subject to Federal Statutes.

4. If compensatory time cannot be used within the same week in which it is earned, then the employee shall be paid for such work.

Section 6 – Substitute Pay

A paraprofessional who works less than 6.0 hours per day and/or 30 hours per week shall, upon approval by a building administrator, be allowed to claim open substitute positions. The total number of hours worked, in any combination of positions, regardless of bargaining unit, may not exceed 5.9 hours per day and/or 29.5 hours per week. The substitute hours will be paid in accordance with class 1 of Appendix A.

Section 7 – Pay

Subd. 1 – Paraprofessionals will be paid twice per month. If any pay date falls on a Saturday, Sunday, or holiday, paraprofessionals will be paid on the last business day preceding. All paraprofessionals are required to use electronic deposit in the employee's choice of direct deposit account.

Section 8 – Deductions from Pay

Subd. 1 – If, during any pay period, a paraprofessional's pay is not sufficient to cover established/elected deductions, any balance due will be deducted from the next payroll check.

Subd. 2 – Overpayment or compensation which exceeds earned compensation by the paraeducator for whatever reason shall be recoverable by the school district by payroll deduction. Underpayment of compensation shall be recoverable by the paraeducator. Recovery will be limited to one school year prior to the time of discovery. Individual repayment will be worked out between the Paraeducator and the Payroll Department.

Section 9 – Professional Development Credits

A paraprofessional who attends the statewide Paraprofessional Conference, attends relevant courses or workshops, or earns the Minnesota paraprofessional credential, shall receive recognition in the form of a notation inserted in the paraprofessional's personnel file, which would count towards district credit in the event a credit system is initiated.

Section 10 – In-Service/Mandatory Meetings

Subd. 1 – Each paraprofessional shall be provided up to 18 hours per year to be used for professional development and/or district designated meetings and activities, in addition to the days provided in Article III, Section 5. Beginning in SY 2025-26, paras will receive one day per year to be used for professional development and/or district designated meetings and activities, in addition to the days provided in Article III Section 5.

Subd. 2 – With prior approval from the building principal, the district will pay the costs for job related workshops/seminars, or to attend professional meetings.

Subd. 3 – When deemed necessary by the superintendent or designee, training sessions may be provided for paraprofessionals at full pay. The programs shall be developed by the administration after consultation with the exclusive representative.

Subd. 4 – Employees will be provided with a minimum of ten days advance written notice when they will be required to attend meetings which are held during non duty summer months of each year.

Article VII – Group Insurance

The selection of the insurance carrier shall be made by the district as provided by law. It is understood that the district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be against the district as a result of a denial of insurance benefits by the insurance carrier.

For all insurance programs, the board will make payment of its share of insurance premiums for each paraprofessional to provide insurance coverage for the full 12-month period commencing on September 1 and ending on August 31. Each Paraprofessional may only be covered under one policy under each of the Districts insurance plans, i.e health and dental.

Section 1 – Eligibility For Benefits

Subd. 1 – Employees who regularly work at least four hours per day shall be eligible to receive health and welfare benefits as described in this Article. Employees in temporary positions shall not be eligible for benefits defined in this Article.

Subd. 2 – Effective July 1, 2016, each employee may only be covered under one policy under each of the District’s insurance plans, i.e., health and dental. Employees eligible for

coverage but covered as a spouse under a Stillwater School District employee's plan shall be eligible for a VEBA contribution as defined in this Article, until such time as they retire.

Subd. 3 – Employees hired on or after July 1, 2016, shall not be eligible to participate in the non-high deductible plan and shall be eligible to participate in the high deductible plan only.

Subd.~~4~~ – Upon termination of employment, not including retirement, all board participation and contribution shall cease, effective on the last day of the month in which employment ends.

Section 2 – Health & Hospitalization Insurance

Subd. 1 – The district shall provide a monthly contribution toward the premium for single or family insurance coverage for eligible employees who qualify for and are enrolled in the district's group health and hospitalization plan for paraprofessionals. Beginning in fiscal year 2025-2026, the District will pay up to the first 6.5% of future increases that occur during the annual renewal of the medical insurance plan. The cost of any renewal increases above 6.5% will be shared between the employer and employee. The cost of any premium that exceeds the district's monthly contribution shall be borne by the employee and paid by payroll deduction. Part-time employees shall be eligible for a district contribution toward single insurance only. The amount provided by the district shall be as follows, however, the amount shall not exceed the actual cost of insurance premium:

High Deductible Plan ~ Full Time Employees (Employees regularly scheduled to work six or more hours per day or 30 hours or more per week, for the full term of the year.):

Single Coverage
High deductible/HRA/VEBA plan:
Effective July 1, 2024: Up to $813.03 per month
Effective July 1, 2025: Up to $918.72 per month

Family Coverage
High deductible/HRA/VEBA plan:
Effective July 1, 2024: Up to $1,971.89 per month
Effective July 1, 2025: Up to $2,122.68 per month

High Deductible Plan ~ Part Time Employees (Employees regularly scheduled to work at least four hours per day but less than six hours per day, or at least 20 hours but less than 30 hours per week, for the full term of the year.):

Single Coverage:

Effective July 1, 2024: Up to $691.08
Effective July 1, 2025: Up to $736.00

Subd. 2 - For employees participating in the high deductible/HRA/VEBA insurance plan, the monthly district contribution to a VEBA will be as follows:

Subd. 3 – For full-time employees and eligible retirees, as defined in Article X, Section 4, participating in the single high deductible/HRA/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:
Effective July 1, 2024: $167.00 per month
Effective July 1, 2025: $167.00 per month

For full-time employees and eligible retirees, as defined in Article X, Section 4, participating in the family high deductible/HRA/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:
Effective July 1, 2024: $292.00 per month
Effective July 1, 2025: $292.00 per month

For employees provided a VEBA contribution due to coverage under another Stillwater School District employee's insurance policy, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2024: $189.58 per month
Effective July 1, 2025: $189.58 per month

Part Time Employees (Employees regularly scheduled to work at least four hours per day but less than six hours per day, or at least 20 hours but less than 30 hours hours per week, for the full term of the year.):

Single Coverage:

Effective July 1, 2024: $50.63

Subd. 4 – After age 65, the health and hospitalization program will be coordinated with Medicare to provide coverage equivalent to the regular program.

Subd. 5 – Continuation of Coverage upon Death – The school board shall continue the group health and hospitalization plan and dental plan and provide full premium costs for all eligible surviving dependents of a paraprofessional who dies while actively working in District 834. Such coverage shall extend for one calendar year from the date of the paraprofessional's death. In cases where the employee was enrolled in the high deductible/HRA/VEBA option, there shall be no district contribution to the VEBA.

Section 3 – Life Insurance

The school district shall contribute the full premium necessary to purchase group term life insurance equal to two times the employee's annual salary, calculated to the nearest $1000, for employees working four or more hours per day. The policy shall contain a provision for

double indemnity in case of accidental death, benefits in case of dismemberment, and waiver of premium when totally disabled.

Section 4 – Dental Insurance

Subd. 1 – The school district shall provide a monthly contribution toward the premium for dental insurance, including dependent coverage, for full-time employees enrolled in the dental insurance plan.

Subd. 2 – The amount provided by the district for paraprofessionals who qualify and are enrolled in the district's dental insurance plan shall be as follows, however, this amount shall not exceed the actual cost of the insurance premium:

Effective July 1, 202: Up to $103.27

Section 5 - Vision Benefits

Vision Benefits, if available, shall be paid by paraprofessionals electing to take such coverage, by payroll deduction. The coverage shall consist of the benefits stated in the summary plan document in effect July 1.

Section 6 - Legal Insurance

Legal insurance, if available, shall be paid by paraprofessionals electing to take such coverage, by payroll deduction. The coverage shall consist of the benefits stated in the summary plan document in effect on July 1.

Section 7– Short Term Disability Income Protection

Subd. 1. The purpose of this program is to continue all or a portion of an employee's income in the event the employee is unable to work due to a sickness or accident.

Subd. 2 – Paraprofessionals employed at least four hours per day shall be eligible for short term disability income protection, upon completion of one full day of employment, in accordance with plan provisions.

Subd. 3 – Short term disability shall be available, upon receipt of medical certification, when sick leave benefits have been exhausted, but not before the tenth day of a disability. Short term disability income protection shall cease when the combination of sick leave and short-term disability total 120 days.

Subd. 4 – The district shall provide eligible employees with short-term salary protection equal to 70% of the employee's base daily rate of pay for each working day of disability.

Subd. 5 – Employees on pre-approved unpaid leaves of absence are ineligible to participate in this benefit during the period of such leave. Eligibility for short term disability income protection shall resume on the anticipated return to work date.

Subd. 6 – All disability absences will be considered as having occurred during a single period of disability unless it can be shown that:

1. The causes of the latest disability cannot be connected with the causes of the prior disability and the latest disability occurs after return to work on a regular basis for at least one day; or

2. There is a connection with the prior disability but between the previous absence and the most current absence the paraprofessional has returned to work on a regular basis for at least two consecutive weeks.

Subd. 7 – No benefits are payable under short term disability income protection for:

1. Any day on which the paraprofessional is not under the care of a physician or surgeon; a period of care shall not be considered to have started until the employee has been seen and treated personally by a physician or surgeon; or

2. Any day in which the paraprofessional is performing work for compensation or profit.

Subd. 8 – Short-term disability income benefits shall be reduced by the initial amounts of benefits or compensation which the employee receives from other sources, such as worker's compensation, social security, federal, state or municipal plans, and other similar supplemental benefit programs. The benefits shall not be reduced by any such payments made to dependents or payments received from privately purchased income replacement plans. However, this coordination of benefits applies only to the extent that the total benefits payable under these plans, and all other plans, exceeds 75% of pay. In the event social security benefits are increased after short-term disability benefits are initiated; such increase may be received by the employee in excess of the 75% of pay that is allowed.

Subd.9 – This plan terminates upon termination of employment.

Section 8 – Long Term Disability Insurance

Subd. 1 – Paraprofessionals employed at least six hours per day shall be eligible for long term disability income protection, upon completion of one full day of employment, in accordance with plan provisions.

Subd. 2 – Paraprofessionals are eligible for long term disability income protection after 120 consecutive working days of disability.

Subd. 3 – The district shall provide eligible employees with long term disability income protection equal to 70% of one-twelfth (1/12) of the employee's basic annual earnings in effect prior to the date of disability.

Section 9 – District Insurance Committee

The superintendent or designee will establish an Insurance Review Committee that will be advisory to the superintendent or designee. The committee will be composed of three (3)

representatives designated by the superintendent or designee , three (3) representatives selected by the SCEA, and one (1) or two (2) representatives selected by each of the remaining employee groups in the district. The committee shall review the operation of current insurance programs including benefits and claim payments, study and recommend changes in coverage, and review specifications prior to bidding. The district shall prepare documentation summarizing insurance benefits, The documentation shall be provided in writing to the insurance committee members and newly hired employees, and shall be posted on the district website.

Section 10 - Disclaimer

The eligibility for the payment of claims for insurance benefits described in this Article shall be governed solely by the terms of the insurance policies purchased by the School District. The superintendent or designee 's only obligation is to provide and administer benefits as negotiated. No claims, other than those arising from District error or undue influence, shall be made against the School District as a result of denial of insurance benefits by an insurer.

Article VIII – Leaves of Absence

Section 1 – Sick Leave

Subd. 1 – Paraprofessionals regularly scheduled to work five days per week and at least 6.25 hours per day shall earn ten (10) days of sick leave per year which shall be allocated by the first day of each school year. Employees working less than the full school year shall earn sick leave on a pro-rata basis. During the initial year of employment, the total allowance for the contract year will be available to the paraprofessional who are regularly scheduled to work five days a week and at least 6.25 hours per day after working a minimum of one day.

Subd. 2 – Paraprofessionals regularly scheduled to work less than five days per week will earn one sick leave day per month based on an average of the regularly scheduled hours per week times ten (10). Paraprofessionals who are regularly scheduled to work five days per week and less than 6.25 hours per day will earn one sick leave day per month worked. Monthly allocations of one day per month will be made on or about the first of each month from August through May. Sick leave shall include all contracted hourly earnings.

Subd. 3– The total sick leave to be earned during a service year shall be available to the paraprofessional at the beginning of the year, except that during the initial year of employment only, the total sick leave allowable will be available to the paraprofessional after working a minimum of one day. Upon termination, an employee's last check will be adjusted for any sick leave used in excess of what has been earned.

Subd. 4 – Unused sick leave days may accumulate without limit except that not more than 120 days may be utilized for any single disability. Additional days may be used on a prorated basis to supplement Long Term Disability coverage.

Subd. 5 – The district may require a paraprofessional to furnish a medical certificate from a qualified physician as evidence of illness in order to qualify for sick leave pay.

Subd. 6 – The board reserves the right to extend benefits to any paraprofessional who is absent because of sickness beyond the sick leave limit.

Subd. 7 – Sick leave is to be utilized for all absences resulting from a paraprofessional's physical and mental illnesses, therapy, examinations, and consultations. Sick leave may also be used for illness or injury of the paraprofessional's family, subject to state and federal law. Sick leave may be utilized for absences due to illness or injury of the employee's spouse, adult child, sibling, parent, grandparent, or stepparent, domestic partner up to 160 hours per 12-month period, beginning July 1 of each year, pursuant to M.S. 181.9413.

Subd. 8 – Sick leave is to be deducted for only that portion beyond Worker's Compensation to full salary.

Subd. 9 - Sick leave shall be deducted from the accrued sick leave days earned by the employee in a minimum of one-quarter day increments.

Subd. 10 – A paraprofessional who is unable to work because of personal illness or disability and who has exhausted all accumulated paid sick leave available may be granted a medical leave of absence for the duration of the year during which such illness or disability occurs. This leave can be extended a maximum of one additional year upon written request by the paraprofessional, during which time the paraprofessional will retain job rights. Whenever a medical leave extends to the end of the school year, the employee must notify the Human Resources Department in writing, by March 1, of intent to return or not return to the district the following year.

Subd. 11– Sick leave pay shall be paid only upon submission and approval of request by appropriate building administrator.

Subd. 12 – Up to ten days of sick leave may be utilized for adoption of a child or for paternal leave upon the birth of a newborn child.

Section 2 – Sick Leave Bank

Subd. 1 – Employees may participate in the District Sick Leave Bank, under the terms provided to other employee groups, to the extent that the sick leave bank continues to be offered by the District.

Subd. 2 – During open enrollment for insurance benefits each year, a paraprofessional who has not already donated a day of sick leave to the bank will have the option to donate during this time period. Dates for open enrollment for insurance benefits will be determined at the Districts discretion.

Section 3 – Bereavement Leave

Subd. 1 – Up to five days per occurrence of paid leave shall be granted for death in the immediate family. For purposes of this Section, immediate family is defined as spouse, children, stepchildren, daughter/son-in law, parents, spouse's parents, stepparents, brothers, sisters, brother-in-law, sister-in-law, aunts, uncles, domestic partner, niece/nephew, grandparents, and grandchildren. In extenuating circumstances, a paraprofessional may request approval from Human Resources for use of this benefit for an individual who is not listed above but who stands in the same relationship with the employee.

Subd. 2 – The Superintendent is authorized to grant additional paid bereavement leave days, when, in the Superintendent's judgment, circumstances warrant it.

Section 4 – Discretionary Leave

Subd. 1 - Paraprofessionals will earn three (3) discretionary leave days each year prorated for days and hours in their regular assignment. Discretionary leave will be allocated at the start of the school year or for new hires, upon start date.

Subd. 2 - Any unused discretionary leave time will be converted to sick leave at the end of the school year. Discretionary leave must be entered into the designated systems as established by the District a minimum of 24 hours in advance, without exception.

Subd. 3 - May not be used during the first ten (10) or last ten (10) student days of the school year and no more than one (1) day per year may be used adjacent to a holiday or break.

Subd. 4 - At elementary school, transitions, ALC, and Y-CAP, not more than one paraprofessional may use discretionary leave on any given day. At SAHS, SAMS and Oak-Land MS, not more than two (2) paraprofessionals may use discretionary leave on a given day.

Section 5 – Parental Leave

Subd. 1 – A parental leave without pay may be granted by the district, subject to the provisions of this Section. Parental leave may be requested 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 shall request parental leave in writing at least three calendar months in advance of the intended leave.

Subd. 3 – The district may adjust the proposed beginning or ending date of a parental leave so that the dates coincide with some natural break in the school calendar.

Subd. 4 – Parental leave may be granted up to one full year following the school year in which the leave was granted.

Subd. 5 – A paraprofessional returning from parental leave shall be reemployed in the previously held position or a position equivalent to the position held prior to taking the leave, subject to the provisions of Article XI.

Subd. 6 – A paraprofessional returning from parental leave will be placed on the next higher class on the salary schedule only if the paraprofessional has worked at least one half of the prior year.

Subd. 7 – During the first three months of parental leave, all district provided benefits shall continue in the same manner as for active paraprofessionals. During the period of parental leave, accrued sick leave will be held in credit. Beginning with the fourth month, the paraprofessional is eligible to continue all insurance benefit plans but must pay the total premiums for these programs.

Subd. 8 – Whenever parental leave extends to the end of a school year; the paraprofessional must notify the Human Resources Department in writing by March 1 of intent to return or not

return to the district the following year. Whenever possible, the administrator, if requested, will meet with the paraprofessional returning from leave to determine building assignment.

Subd. 9 – If the paraprofessional chooses to utilize disability leave, the-paraprofessional must continue to work until a doctor certifies that he/she can no longer fulfill the requirements for the position. The paraprofessional is required to return to work or take parental leave as soon as she is physically able to do so. After the birth of a child, a certificate of disability from the doctor is required. During the period of disability only, the paraprofessional is eligible to receive sick leave and disability leave benefits. Paraprofessionals may request a parental leave at the conclusion of this disability.

Subd. 10 – If the reason for parental leave is occasioned by pregnancy and the period of confinement is interrupted, the paraprofessional may return to work prior to the ending date of the leave only if she is physically able and a suitable opening is available.

Subd. 11 – Periods of time when a paraprofessional is on parental leave may not be used to satisfy probationary time requirements.

Subd. 12 – All leaves of absence including but not limited to parental leave, FMLA, where applicable, and Minnesota Paid Family Leave, 1/1/2026 or upon implementation, must run concurrently.

Section 6 – Worker's Compensation

A paraprofessional who is injured shall receive such compensation and expenses as prescribed by the Worker's Compensation law of the State of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain regular salary for a period not to exceed sick leave reserve.

Section 7 – Jury Duty

Subd. 1 – A paraprofessional who is called to jury duty shall notify the Human Resources Department immediately upon receipt of notice so that arrangements to excuse the employee to serve may be made, if necessary.

Subd. 2 – A paraprofessional who is absent because of jury duty service will receive their regular salary from the district during the period of service, provided the employee submits pay received for the jury service, less any reimbursement for mileage and/or parking, in accordance with state laws.

Section 8 – School Conference Leave

In accordance with Minnesota Statute 181.9412, the employer will grant an employee leave up to a total of 16 hours during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. School conference and classroom activities will apply only to students in grades Kindergarten through 12. Such leave is unpaid unless the employee has Emergency Leave or other applicable paid leave available to them.

Section 9 – Educational Leave Of Absence

Human Resources, after consulting with the building principal, may grant a paraprofessional up to one semester of unpaid educational leave to student teach.

Section 10 – Short Term Leave Without Pay

Short term leave without pay shall be available to paraprofessionals according to the following provisions:

Subd. 1 – A paraprofessional desiring a short-term leave without pay shall present a written request to the immediate supervisor at least ten working days prior to the beginning date of the leave.

Subd. 2 – During the first two years of employment, Human Resources, after consulting with the immediate supervisor, may grant up to five days of leave per year, provided an acceptable substitute is available.

Subd. 3 – Starting the third year of employment, the Human Resources Supervisor, after consulting with the immediate supervisor, may approve up to ten days of leave during any two-year rolling period. The two-year period will be determined by looking back two years from the date of the request.

Section 11 – Special Leave

Subd. 1 – All paraprofessionals are eligible to apply for a school year leave of absence without pay after two years of experience in the district. Applications for such leave should be made no later than April 1 prior to the year of requested leave.

Subd. 2 – A paraprofessional on leave will not receive advancement on the salary schedule during the leave. Sick leave will be frozen during the leave. Seniority will continue to accrue to the paraprofessional during the leave.

Subd. 3 – Whenever a leave extends to the end of the school year, the employee must notify the Human Resources Department in writing, by March 1, of intent to return or not return to the district the following year. A paraprofessional returning from leave will be reassigned to the same or a comparable position. If the number of paraprofessional positions has been reduced, return to employment will be governed by the seniority policy.

Section 12 – Military Leave

Conditions for military leave shall comply with applicable state and federal laws under the Uniformed Services Employment and Reemployment Rights Act (USERRA) which is a federal law, passed in 1994, that protects military service members and veterans from employment discrimination on the basis of their service.

Section 13 – Minnesota Paid Family Leave

Effective 1/1/2026 and if the MN Paid Family Leave Act is implemented, employees are entitled to paid leave under Minnesota statute. The District will begin deducting the

employee's portion of the premiums from wages in January 2026 and submitting the wage deductions to the State of Minnesota. The Minnesota Department of Labor has not yet informed the District as to the amount of premiums, but the default employee portion is 50% of the premium cost. Employees will have the option to supplement paid leave benefits with their accrued sick leave or discretionary time, but in any case, the total amount of paid benefits under this section and the supplemental benefits paid must not exceed the employee's usual wages. Parental leave as listed in Section 6 above, FMLA leave and Minnesota Paid Family Leave shall all run concurrently.

Article IX – Contract Service

Section 1 – Lunch Period

Each paraprofessional working more than four hours per day shall be provided with a duty-free lunch period of not less than 30 minutes. Upon mutual agreement between the employee and the immediate supervisor, the lunch period may be waived.

Section 2 – Work Break

Each paraprofessional shall be scheduled with a duty-free work break of not less than 15 minutes during each three-hour period of service, with an additional five minutes of scheduled break time for each additional hour worked up to six hours, or a maximum of 30 minutes break time per day. Unless mutually agreed upon by the paraprofessional and administrator, such breaks shall be scheduled after a minimum of one hour worked. Breaks shall not be scheduled at the start or end of the paraprofessional's shift.

Section 3 – Shifts And Starting Time

The starting and ending time for each paraprofessional shall be established by the immediate supervisor or administrator in charge and a copy of the schedule provided each paraprofessional. Paraprofessionals shall have the right to request alternate scheduling. In the event a paraprofessional is required to work a split shift, the paraprofessional shall receive an additional $.20 per hour.

Section 4 – Emergency School Closings

Subd. 1 – On a day when there is a school closing, paraprofessionals will not be expected to report to work. Paraprofessionals shall receive their normal daily rate of pay for the first two days of school closure each year. Beginning in school year 2025-2026, if a paraprofessional has a pre-approved discretionary day or sick leave day scheduled on a day when one of the first two school closing days occurs, the paraprofessional shall be credited back the hours of the time off request for this day.

Subd. 2 – On workdays where a late start is directed by the District, Paraprofessionals shall report for work no later than the adjusted school start time and shall be paid for their normal day. On workdays where early dismissal is directed by the District, Paraprofessionals shall be released by the building principal one half hour after students leave the building and shall be paid for their normal day.

Subd. 3 – In the event the closure of the school is further designated as a/E-Learning day, Paraprofessionals must complete online training, up to the number of hours they normally would have worked on that day. Online training hours can be completed through approved avenues. Online training hours under these circumstances will not be deducted from their individual PD hours allocated annually and paraprofessionals should clock their hours in the same manner they would on any other work day. Paraprofessionals may choose to take the day (s) without pay and will not be required to use available leave. However, in these events, a Paraprofessional may supplement missed hours with available discretionary leave, waiving the minimum 24-hour advance notice normally required to access this leave balance. .

Section 5 – Strike Activity

If a strike by another group causes the schools to be closed, paraprofessionals will be paid for the first five days that the school is not in session and then will be laid off without pay for the duration of the strike. During the strike, insurance premiums will continue to be paid as per contractual provisions. The layoff will be duly certified to the proper state unemployment compensation officials.

Section 6 – Resignations

A paraprofessional who wishes to resign shall notify Human Resources in writing at least ten working days prior to the effective date of the resignation, except in emergency circumstances which must be approved by Human Resources.

Article X – Retirement Provisions

Section 1 – Retirement

Paraprofessionals may elect early retirement effective at the conclusion of the school year during which they reach 55 years of age or any of the succeeding school years.

Paraprofessionals may retire prior to the conclusion of a school year providing the building principal grants approval and an acceptable replacement is available.

Section 2 – Severance Pay

The school board shall provide severance pay to paraprofessionals with a seniority date prior to December 1, 1997, who retire in district 834 according to the following provisions:

Subd. 1 – A paraprofessional who has completed at least ten consecutive years of permanent/active employment in district 834 and are age 55 or older, shall receive as severance, an amount equal to 100% of the paraprofessional's unused accrued sick leave days multiplied by the paraprofessional's current daily rate, not to exceed a maximum of 100 days pay upon separation from district 834.

Subd. 2 – The number of severance days paid shall not exceed the employee's sick leave reserve at the time of retirement, except that in no event shall the paraprofessional's severance pay be less than 50 days.

Subd. 3 – Severance pay shall not be provided to any paraprofessional discharged for unsatisfactory service by the school board.

Subd. 4 – Under the terms of this agreement, the district will make payment to the designated 401a, 403b, or 457, or Healthcare Savings Account as provided in the Special Pay Deferral Plan and the Healthcare Savings Plan, in accordance with state and federal laws.

Subd. 5 – The district will contribute an amount equal to the value of 25% of the employee's severance entitlement directly into the retiree's Special Pay Deferral account, and 75% into the retiree's Healthcare Savings Account.

Subd. 6 – All ages in this section refer to the paraprofessional's age on the last day of paid employment.

Subd. 7 – An employee shall receive severance pay only once during his/her working career with the district.

Section 3 –Matching Tax Deferred Plan

Paraprofessionals employed at least four hours per day and having a seniority date on or after December 1, 1997, upon completion of two full consecutive years of regular/active employment in district 834, shall be eligible to receive up to three and a half percent (3.5%) of the annual salary to a matching tax deferred account, subject to state and federal laws.

Subd. 1 – Service shall mean years of service wherein the paraprofessional is employed through school board action on a continuous and permanent basis. Unpaid leave of absence shall not be considered a break in service.

Subd. 2 – The district contribution will begin when the employee establishes participation in an eligible investment program as defined by statute. The district match cannot be accumulated on a retroactive basis if an employee elects to begin participation after the first year of eligibility.

Subd. 3 – On or any time after their second anniversary date, employees may make an initial entry into the matching tax deferred plan.

Subd. 4 – Changes to or initial entry into the plan shall occur on the first pay date following the date information is received by the Human Resources Department.

Subd. 5 – The employee, not the district, is solely responsible for determining his/her total maximum allowable annual contribution under IRS regulations.

Subd. 6 – Employees having a seniority date prior to December 1, 1997, who elect to participate in the matching tax deferred plan, may do so with the amount of the matching Board contribution being deducted from their final severance.

Section 4 – Retirement Insurance

Subd. 1 – Paraprofessionals with a seniority date before July 1, 2000 AND who are 55 years of age or older and have at least ten consecutive years of employment in district 834, immediately preceding their retirement, may continue as a member of the group medical insurance plan for up to ten years or until they reach Medicare eligibility. The employee is eligible to continue single coverage in the plan in which they were enrolled, prior to retirement, with the district paying the full premium, provided they elect such coverage. For employees electing to participate in the high deductible / HRA/VEBA option upon retirement, the district shall contribute to an HRA/VEBA account for the employee an amount equal to the amount they were eligible for under single coverage at the time of their retirement, as defined in Article VII, Section 2, Subd. 2, provided they were enrolled in the district's insurance plan prior to retirement and elect such coverage.

Subd. 2 – An employee may elect to continue dependent coverage by paying the difference between the amount provided by the district and the full premium amount. There shall be no HRA/VEBA contribution toward additional coverage purchased by the retiree to cover his/her spouse or dependent.

Subd. 3 – Paraprofessionals with a seniority date on or after July 1, 2000, and prior to July 1, 2006, shall receive single premium contributions on the same premium contribution basis, and toward the same plan they were enrolled in immediately before their retirement. For employees electing to participate in the high deductible/HRA/VEBA option upon retirement, the district shall contribute to an HRA/VEBA account for the employee an amount equal to the amount they were eligible for under single coverage at the time of their retirement, as defined in Article VII, Section 2, Subd. 2, provided they were enrolled in the district's insurance plan prior to retirement and elect such coverage.

Subd. 4 – For those paraprofessionals who retire without ten consecutive years of service immediately preceding retirement, the school board shall continue the group health and hospitalization plan for those who elect such coverage and who are between the ages of 62 and 65 and such coverage shall be convertible to a Medicare supplement plan. Such coverage shall cease when the paraprofessional reaches age 65. Such paraprofessional will pay the entire premium for such insurance. For employees electing to participate in the high deductible/HRA/VEBA option, there shall be no district contribution to a VEBA.

Subd. 5 – Paraprofessionals with a seniority date on or after July 1, 2006, will be ineligible for district paid retiree insurance, however, such paraprofessionals who are eligible for district paid insurance, and employed on the last day of the school year, will receive an annual district contribution of $800 to be deposited into the district designated Health Care Savings Plan (HCSP) at the conclusion of each school year, and no later than June 30. Paraprofessionals employed less than a full year will receive a prorated amount, based on period of employment.

Article XI – Employment Practices

Section 1 – Equal Rights

All paraprofessionals shall be employed, transferred, and promoted without regard to race, creed, religion, color, place of residence, national origin, union membership, marital status,

sexual orientation, age, gender or gender identity and shall be afforded all rights of citizenship and due process.

Any dispute concerning the application of this Section shall be resolved by the appropriate State or Federal agency and shall not be subject to the grievance procedure contained in Article XIII.

Section 2 – Probationary Period

Subd. 1 – New paraprofessionals will be considered on probation until the administrator certifies in writing that the paraprofessional's work, cooperation with other employees, attendance, and general attitude meets the expectations for the position, but in no event shall the probationary period extend beyond 172 days worked in the bargaining unit. Probationary reviews will be conducted after 45, 90 and 135 days worked in the bargaining unit, except in the event the administrator has certified an early release from probationary status. Failure to meet the requirements for early certification or to successfully complete 172 days of work in the bargaining unit will result in termination.

Subd. 2 – During the probationary period employment may be terminated for any reason, by action of the school board, with written notice of such action to the employee. During the 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 alleging a violation of any other provisions of this agreement.

Subd. 3 – In cases where an employee has successfully completed their probationary period, is released under the terms of Article XI, Section 3 (including those without job rights), and subsequently rehired with a break in service of no more than 45 days, the employee shall not be required to serve a new probationary period.

Section 3 – Reduction/Rehire Of Staff

In the event the school board shall terminate a position(s), reduce hours, or otherwise reduce the number of paraprofessionals covered under this contract, such action shall be governed by the following procedures:

Subd. 1 – Termination of a Position or Reduction of Hours – The Human Resources Department shall meet with the SCPA President, Member Rights Chair, and Lead Negotiator prior to any anticipated reductions to discuss an orderly process for layoffs. Human Resources will then immediately notify all affected paraprofessionals and the exclusive representative in writing on or about May 20 of each year, and no later than the end of the school year. A list of the positions to be terminated or reduced in hours shall be posted at the office of each building in the district**.** If it is determined that additional reductions are required, the district shall notify the SCPA, and affected employees shall be promptly notified as soon as changes are finalized. A reduction of workdays which are in excess of student contact days does not constitute a reduction of hours as contemplated herein.

Paraprofessionals with lesser seniority shall be terminated prior to the termination of paraprofessionals having greater seniority. In the case of ties in seniority, the Human Resources Department will appoint a special committee composed of a Human Resources Department representative, an elementary administrator, a secondary administrator and the

SCPA President or his/her designee to decide the seniority ranking of the affected employees. The committee will make its decision based on the total job performance of the affected paraprofessionals.

Subd. 2 – Seniority Options – If the holder of a position being terminated or reduced has seniority, the holder's options for retaining a position are as follows, in sequential order:

1. The holder may accept reduced hours and maintain seniority rights of hours for two years following the date their hours were reduced.

Or

The holder must accept an available vacant position of equal or greater hours if they are capable of fulfilling the duties and are acceptable to the principal**.**

2. If no vacancy exists, the holder must displace the least senior paraprofessional with equal or greater hours, if they are capable of fulfilling the duties.

Or

The holder may displace the least senior paraprofessional with fewer hours if they are capable of fulfilling the duties.

In all cases, persons exercising their right to transfer shall assume a position of equal or greater hours before they may displace a paraprofessional with less seniority.

Subd. 3 – Paraprofessionals who are released at the end of the school year, without job rights as defined in Subd. 4 of this Article, and paraprofessionals placed on layoff status will not be eligible to receive pay and district paid fringe benefits after August 31 of the year of layoff.

Subd. 4 – Rights of Reinstatement – A non-probationary paraprofessional whose employment is terminated under this Section shall have rights of reinstatement, provided they have completed two years of service in the paraprofessional bargaining unit, with a break in service of no more than 45 days. Years of service shall be determined from the date of hire in the paraprofessional bargaining unit. These rights are subject to the following conditions:

1. Rights of reinstatement shall continue for a period of two years from the date of termination.
2. Paraprofessionals will be recalled in the inverse order of layoff.
3. Rejection of an offer of reinstatement for a position of equal or greater hours, for which the paraprofessional is capable of fulfilling the duties and is acceptable to the principal, cancels all rights to reinstatement, except that a paraprofessional may refuse positions with fewer hours than their last position or a position posted as temporary without losing reinstatement rights.

Section 4 – Hiring New Paraprofessionals

The district shall not hire new paraprofessionals, while qualified paraprofessionals are on layoff status.

Section 5 – Notifying The District Of A Change Of Address

A laid off paraprofessional must advise the Human Resources Department of any changes in address.

Section 6 – Physical Examination

To be eligible for employment, new paraprofessional employees shall be required to complete a health examination. The exam must be completed at a clinic determined by the district and will be paid for by the district.

Section 7 – Evaluation

Each paraprofessional is entitled to a performance evaluation conducted and written by the employee's immediate supervisor. This process shall be formative and designed to encourage employee growth and professional development aligned with the mission statement and core values of the district.

Subd. 1 – Probationary Paraprofessional Evaluation – Probationary paraprofessionals will be evaluated in accordance with Article XI, Section 2, Subd. 1.

Subd. 2 – Non-probationary Paraprofessional Evaluation – Each non-probationary paraprofessional will be evaluated at least once every three years and will not be subject to the grievance procedure of this Master Contract.

Section 8 – Personnel File

Any paraprofessional shall have the right to inspect his/her personnel file during regular business hours. The paraprofessional may be accompanied by a representative of his/her choice, may reproduce contents of the file, and may attach a statement of explanation or rebuttal to any information contained in the file. No new evaluation material shall be placed in the file without the paraprofessional's awareness and receipt of a copy thereof.

Section 9 – Disciplinary Action

Subd. 1 – After completion of the initial probationary period, any paraprofessional may be subject to disciplinary action or discharge for conduct which violates district rules or policies, or for conduct which fails to further the educational and employment goals of the district or distracts from or disrupts the learning or employee environment. Discipline will be progressive in nature and may include written warnings and reprimands, suspensions with and/or without pay, and discharge. The district reserves the right to exercise a level of discipline consistent with the seriousness of the infraction.

Subd. 2 –Any paraprofessional who is being formally put on notice shall be entitled to, and so notified in writing, of a right to Union representation during any investigatory meeting that could result in discipline. "Investigatory meeting" is defined as a meeting called by the School District when it believes that it may have just cause to impose discipline or issue a notice of deficiency. When a request for representation is made, no action will be taken with regard to the paraprofessional until such representation from the SCPA is present, provided, however, that the SCPA must furnish an appropriate representative to participate in the required meeting within 48 hours of the initial request.

Subd. 3 – Any written reprimand/discipline placed in the paraprofessional's file, which is later found to be groundless, shall be expunged from the file.

Subd. ~~4~~ – When considering the penalty for inappropriate conduct by a paraprofessional, the district shall take into consideration and give appropriate weight to the work record of the paraprofessional.

Section 10 – Paraprofessional Protection

It is recognized by the Board and paraprofessionals that a duty of a paraprofessional is to nurture the self worth of individuals throughout the educational proceedings. To this end, paraprofessionals undertake a sustaining duty in regard to student discipline. In order to apply the standards of student conduct as adopted by the board in District Policy 506, paraprofessionals require extensive support.

Section 1 – Necessary Use Of Force
To prevent injury to another person or to protect oneself, a paraprofessional may use such force as is necessary.

Section 2 – Assault
Any case of assault upon a paraprofessional shall be promptly reported to the superintendent or designee or its designated representatives which are defined as the immediate supervisor, Principal, or Human Resources. Time lost by a paraprofessional in connection with such an incident shall not be charged against the paraprofessional.

Article XII – Vacancies, Transfers and Change in Assignment

Section 1 – Posting Notices

Subd. 1 – Job openings covered by this agreement will be posted for a period of five days, except during the spring posting process and the 15 working days immediately prior to the beginning of the student school year when there is a two-day posting period in place. The posting will contain job title, job duties, hours per day, and job qualifications. Such notices shall be posted on the district website. Paraprofessionals interested in the positions must apply online within the posting period.

Subd. 2 – Additional Hours – Whenever a building's hours are expanded, up to 45 minutes in a day, such additional time will be offered to the most qualified employee in the building, provided schedules do not conflict. In the event two or more employees from within the building are interested, are equally qualified, and meet all other requirements, the employee with the most seniority shall be offered the additional time.

Subd. 3 – A permanent job opening is a vacancy in a position scheduled for more than 67 days per year. A permanent job opening will not exist when any person who has a seniority claim on that position is on sick leave or other leave of absence.

Subd. 4 – Notice of action shall be given to all paraprofessionals who apply within five days of the filling of such an opening.

Subd. 5 – Notwithstanding the provisions of this Section, the Human Resources Department may consider and transfer any paraprofessional to an equivalent vacant position prior to formal posting as provided in Subd. 1.

Subd. 6 – All paraprofessionals currently employed by the district shall be given an opportunity to apply for any job opening. In the event a paraprofessional is qualified and acceptable to the principal, the paraprofessional shall be offered the job. In the event two or more paraprofessional applicants shall apply and are equally qualified and acceptable to the principal, the paraprofessional with the longest service in the district shall be offered the position. Paraprofessionals shall be granted no more than two transfer requests in any six-month period, however, a paraprofessional who is not eligible for full time benefits may be granted a third transfer request within a six-month period, in order to obtain a full time benefits eligible position. All present paraprofessionals making applications are to be formally interviewed by the principal before an applicant from outside the SCPA unit is interviewed. Nothing in this subdivision prohibits the Human Resources Department, however, from advertising for both unit and non-unit applicants on a concurrent basis. In cases where there are internal candidates and the district is going to recommend that a position be awarded to an outside applicant, the SCPA shall be notified in advance of awarding the position and shall have the opportunity to discuss the matter with the hiring administrator.

Subd. 7 – In the event that there are no paraprofessionals with rights of reinstatement (Article XI, Section 5, Subd. 4), qualified paraprofessionals in a building working less than five and one half hours per day will be offered additional hours (paraprofessionals working five and one half hours or more may be offered additional hours) by in-building posting for three days when they become available, and if the schedules do not conflict, before the Human Resources Department posts these hours for paraprofessionals in other buildings and subsequently for prospective paraprofessionals in accordance with Subd. 3 above. In the event two or more paraprofessional applicants from within the building shall apply, are equally qualified, meet all other requirements of this Subdivision and are acceptable to the principal, the paraprofessional with the longest service in the district shall be offered the additional hours. Whenever possible, the inbuilding posting will indicate the specific time periods during each workday in which the paraprofessional will be working.

Section 2 – Notice Of Change In Assignment

Paraprofessionals shall be provided a two-week written notice of change of assignment, unless there are extenuating circumstances, in which case the notice may be less than two weeks.

Section 3 – Notice Of Assignment For Succeeding School Year

If there will be a change in a paraprofessional's assignment for the succeeding school year, paraprofessionals with job rights shall be so notified no later than two working days prior to the annual paraprofessional spring posting. In the event additional changes in assignments occur, all paraprofessionals affected shall promptly be notified as soon as changes are finalized.

Section 4 – Annual Spring Posting(s):

Each year, the District shall complete two internal rounds of spring postings and shall post positions available only to those paraprofessionals with job rights. Such postings shall be for a period of three working days, with the second round occurring within ten days of the conclusion of the first round.

Article XIII – Summer Assignments

Section 1 – Summer Assignment Posting Notices

In the event summer paraprofessional assignments are available, members of the SCPA bargaining unit will be given first consideration for hire. When available, these positions will be posted prior to the end of the school year.

Section 2 – Summer Wages

In the event summer paraprofessional assignments are available, paraprofessionals hired will be paid as provided in Appendix A.

Section 3 – Applicable Provisions

Paraprofessionals hired for summer assignments shall also be subject to the following provisions of the SCPA Master contract:

Article XI Employment Practices, Section 1 (Non-Discrimination), Section 8 (Personnel File) and Section 9 (Disciplinary Action) only
Article XIV Grievance Procedure

Article XIV – Grievance Procedure

Section 1 – Grievance Definition

A "grievance" shall mean an allegation by a paraprofessional(s) and the exclusive representative resulting in a dispute or disagreement between a paraprofessional(s) and the superintendent or designee as to the interpretation or application of terms and conditions of employment as set forth in the agreement.

Section 2 – Representative

The paraprofessional, with the exclusive representative, administrator, or school board may be represented during any step of the procedure, by any person or agent designated by such party to act on his/her behalf.

Section 3 – Definitions And Interpretations

Subd. 1 – Extension – The limits specified in the 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 according to the school calendar for SCPA unit members except during summer break when all weekdays not designated as holidays by state law are workdays.

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

Subd. 4 – Filing and Postmark – The filing or service of any notice or document herein shall be timely if it is personally served, if it has been delivered through the district e-mail system, or if it bears a dated postmark of the United States mail within the time period.

Subd. 5 – Waiver – The paraprofessional with the exclusive representative, and the school board or its designee may waive any level of this grievance procedure by written mutual agreement.

Subd. 6 – Time of Meetings – Meetings or hearings provided for in this grievance and arbitration procedure may be conducted during the normal workday, and paraprofessionals who participate in such meetings or hearings shall not be deducted wages or leave credit for such participation.

Section 4 – Time Limitation And Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing, signed by both the paraprofessional(s) and the exclusive representative, to the immediate supervisor, setting forth the facts and the specific provision(s) of the agreement allegedly violated and the particular relief sought within 20 days after the event giving rise to the grievance occurred or 20 days after the paraprofessional(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. 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 in the grievance procedure shall constitute a waiver of the grievance. The paraprofessional and the immediate supervisor should attempt to resolve possible grievances informally; however, such efforts do not toll or extend the time periods for submission of a grievance or processing a grievance through the levels of the grievance procedure.

Section 5 – Adjustment Of Grievance

The superintendent or designee and the paraprofessional, with the exclusive representative, shall attempt to adjust all grievances which may arise during the course of employment of any paraprofessional within the district in the following manner:

Subd. 1 – Level I – If the grievance is not resolved at the supervisor level, the supervisor shall respond to the grievance with a written decision to the paraprofessional and exclusive representative within ten 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 or designee, provided such appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent or designee, the Superintendent or designee shall set a time to meet with the paraprofessional(s) and the exclusive representative regarding the grievance within ten days after receipt of the appeal. Within ten days after the meeting, the Superintendent or designee shall issue a decision in writing to the exclusive representative.

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 ten days after 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 meet with the paraprofessional(s) and the exclusive representative to hear the grievance within ten days after the receipt of the appeal. Within ten 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 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 – Denial Of Grievance

Failure by the school board or its representatives to issue a decision within the time periods provided herein, shall constitute a denial of the grievance. The paraprofessional(s) with the exclusive representative may appeal to the next level.

Section 7 – Arbitration Procedures

In the event the paraprofessional or the exclusive representative 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 (or parties) and the exclusive representative, and such request must be filed in the Human Resources Department within ten days following the decision in Level III of the grievance procedure.

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

Subd. 3 – Selection of Arbitrator – Upon proper and timely submission of a grievance under the terms of the grievance procedure, the parties shall, within ten 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 a list of arbitrators from the Minnesota Bureau of Mediation Services provided such request is made within 20 days after request for arbitration. Failure to agree upon an arbitrator or the failure to request a list of arbitrators 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 and designate, and the parties shall have a right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. No less than two days prior to the hearing, the parties will meet to disclose exhibit and witness lists. Any paraprofessional required to attend the hearing shall be given the time off with pay and such time will not be counted as union leave.

Subd. 5 – Decision – The decision by the arbitrator shall be rendered after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties.

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 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 fees and expenses of the arbitrator, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. The cost of the transcript or recording will be borne by the requesting party.

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 properly and timely submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

Section 8 – Reprisals

No reprisals of any kind will be taken by the school board or administration of Independent School District 834 against any paraprofessional because of the paraprofessional's participation in this grievance procedure.

Section 9 – Processing

Processing of all grievances may be during the normal workday and paraprofessionals shall not lose wages due to their necessary participation. Release time necessary for the exclusive representative(s) shall be in accordance with Article V, Section 5.

Section 10 – Waiver And Election Of Remedies

Pursuing an 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, including but not limited to, the Veterans' Preference Act, will constitute an election of remedies by the paraprofessional and a waiver of any and all rights to commence or continue a grievance on the same subject matter through the grievance procedure set forth in Article XIII. This provision does not preclude any district defenses, in any forum, including, but not limited to, lack of jurisdiction.

Article XV - Duration

Section 1 – Terms And Reopening Negotiations

This contract shall remain in full force and effect for period commencing on July 1, 2024 to June 30, 2026 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this contract commencing at said expiration, it shall give written notice of such intent no later than 90 days prior to the expiration of this contract.

Section 2 – Effect

This contract constitutes the full and complete agreement between the school board and the exclusive representative representing the paraprofessionals. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3 – Finality

Any matter 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, except by written mutual agreement of all parties.

Section 4 – Severability

The provisions of this contract shall be severable, and if any provision(s) 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 provision thereof.

Section 5 – Copies Of Contract

The superintendent or designee shall provide a copy of this agreement to all current and new paraprofessionals, area directors, and administrators. Ten copies shall be provided to the exclusive representative for its use.

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

St. Croix Paraprofessional Association

President

Christine M. Hoeffert

Independent School District 834

School Board Chair

Chief District Negotiator

Date: May 20, 2025

Date: 5/20/25

Appendix A – 2024-2026 Paraprofessional Wage Schedules

Beginning in school year 24-25, paraprofessionals will be given credit for one full year of experience the following year if their starting date is prior to January 1. If the starting date is on or after January 1, the paraprofessional will remain at the same salary class the following year.

Beginning July 1, 2024, such employees shall be paid in accordance with the schedules below.

Class	2024-2025
Class 1	$18.30
Class 2	$19.50
Class 3	$20.00
Class 4	$21.40
Class 5	$22.00
Class 6	$22.50
Class 7	$23.00
Class 8	$23.50

Class	2025-2026
Class 1	$21.00
Class 2	$21.00
Class 3	$21.20
Class 4	$21.60
Class 5	$23.00
Class 6	$23.50
Class 7	$24.00
Class 8	$24.50

Health Care Paraprofessionals will receive an additional $2.00 per hour for assigned work as a Health Care Paraprofessional.

Longevity Recognition

Starting with the 2023-2024 contract year, Paraprofessionals will receive an additional supplement on top of their hourly rate of pay when they have reached the designated years of service. This supplement will be added to paid hours including but not limited to regular hours worked, discretionary leave, and sick time. These supplemental rates will not be included in calculations of overtime or benefits that are tied to an employee's wage. Longevity rates do not accumulate (ex. Someone at 16 years of service would not get both $1 for 10-14 years and $2 for 15-19 years of service, and instead would receive $2)

10-14 years of service	$1.00 per hour
15-19 years of service	$2.00 per hour
20-24 years of service	$3.00 per hour
25-29 years of service	$3.50 per hour
30+ years of service	$4.25 per hour

MEMORANDUM OF AGREEMENT ("MOA"):
HEALTH INSURANCE PREMIUM CONTRIBUTIONS

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 834 ("District") and St. Croix Paraprofessional Association ("Union").

WHEREAS, the District and Union are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for paraprofessionals who are employed by the District;

WHEREAS, Article VII, Section 2, Subdivisions 1, 2, and 3 of the CBA state:

Subd. 1 - The district shall provide a monthly contribution toward the premium for single or family insurance coverage for eligible employees who qualify for and are enrolled in the district's group health and hospitalization plan for paraprofessionals. The cost of any premium that exceeds the district's monthly contribution shall be borne by the employee and paid by payroll deduction. Part-time employees shall be eligible for a district contribution towards single insurance only. The amount provided by the district shall be as follows; however, the amount shall not exceed the actual cost of the insurance premium:

High Deductible Plan ~ Full Time Employees (Employees regularly scheduled to work six or more hours per day or 30 hours or more per week, for the full term of the year.):

Effective July 1, 2024: Up to $1,971.89

High Deductible Plan ~ Part Time Employees (Employees regularly scheduled to work less than six hours per day or less than 30 hours or more per week, for the full term of the year.):

Single Coverage:

Effective July 1, 2024: Up to $691.08

Subd. 2 - *For employees participating in the high deductible/HRA/VEBA insurance plan, the monthly district contribution to a VEBA will be as follows:*

Full Time Employees (Employees regularly scheduled to work six or more hours per day or 30 hours or more per week, for the full term of the year.)):

Family Coverage:
Effective July 1, 2024: $292.00

Single Coverage:
Effective July 1, 2024: $167.00

Part Time Employees (Employees regularly scheduled to work less than six hours per day or less than 30 per week, for the full term of the year.):

Single Coverage:

Effective July 1, 2024: $50.63

Subd. 3 - For full time employees provided a VEBA contribution due to coverage under another Stillwater School District employee's insurance policy, the monthly contribution to a VEBA shall be as follows:

Effective July 1, 2024: $189.58

WHEREAS, health insurance premiums will increase for employees on July 1, 2025;

WHEREAS, the District and the union are in the process of negotiating the 2024-2026 CBA; and

WHEREAS, the District and the Union are entering into this MOA to increase the amount of the District's health insurance premium contribution for eligible employees while the District and the Union continue to negotiate over the other terms and conditions of employment outlined in the CBA;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA, the parties agree as follows:

1. **Amendment of CBA.** Effective July 1, 2025, Article VII Section 2, Subdivision 1, 2, and 3 of the CBA are amended to state:

Subd. 1 – The district shall provide a monthly contribution toward the premium for single or family insurance coverage for eligible employees who qualify for and are enrolled in the district's group health and hospitalization plan for paraprofessionals. The cost of any premium that exceeds the district's monthly contribution shall be borne by the employee and paid by payroll deduction. Part-time employees shall be eligible for a district contribution towards single insurance only. The amount provided by the district shall be as follows; however, the amount shall not exceed the actual cost of the insurance premium:

High Deductible Plan ~ Full Time Employees (Employees regularly scheduled to work six or more hours per day or 30 hours or more per week, for the full term of the year.)):

Single Coverage
High deductible/HRA/VEBA plan:
Effective July 1, 2024: Up to $813.03 per month
Effective July 1, 2025: Up to $918.72 per month

Family Coverage
High deductible/HRA/VEBA plan:

Effective July 1, 2024: Up to $1,971.89 per month
Effective July 1, 2025: Up to $2,122.68 per month

High Deductible Plan ~ Part Time Employees (Employees regularly scheduled to work at least four hours per day but less than six hours per day, or at least 20 hours but less than 30 hours hours per week.):

Single Coverage:

Effective July 1, 2024: Up to $691.08
Effective July 1, 2025: Up to $736.00

Subd. 2 - For employees participating in the high deductible/HRA/VEBA insurance plan, the monthly district contribution to a VEBA will be as follows:

Subd. 3 – For full-time employees and eligible retirees, as defined in Article X, Section 4, participating in the single high deductible/HRA/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:
Effective July 1, 2024: $167.00 per month
Effective July 1, 2025: $167.00 per month

For full-time employees and eligible retirees, as defined in Article X, Section 4, participating in the family high deductible/HRA/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:
Effective July 1, 2024: $292.00 per month
Effective July 1, 2025: $292.00 per month

For employees provided a VEBA contribution due to coverage under another Stillwater School District employee's insurance policy, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2024: $189.58 per month
Effective July 1, 2025: $189.58 per month

Part Time Employees (Employees regularly scheduled to work at least four hours per day but less than six hours per day, or at least 20 hours but less than 30 hours hours per week.):

Single Coverage:

Effective July 1, 2024: $50.63

2. **No Wage Re-Opener.** The parties agree that this MOA is not a wage re-opener and, instead, addresses terms and conditions of employment for the 2024-2026 CBA.

3. **Costed Against Settlement.** The parties agree that the increase in the amount of the District's health insurance premium contribution will be costed against the total package settlement as part of the negotiations over the 2024-2026 CBA.

4. **Grievance.** This MOA is not grievable. No party to this MOA has an objection to the MOA and each party hereby waives any right they may have to file a grievance or pursue any other action and/or remedy against the District regarding any matter that arises out of or relates to the parties entering into this MOA, or any of the items stated above.

5. **No Precedent or Practice.** Nothing in this MOA may be deemed to establish an interpretation of the CBAs, a precedent, or a practice or to alter any established interpretation, precedent, or practice arising out of or relating to the CBAs between the Unions and the District. No party may submit this MOA in any proceeding as evidence of a contract interpretation, a precedent, or a practice.

6. **Entire Agreement.** This MOA reflects the entire understanding and agreement between the parties regarding the increase to the amount of the District's health insurance premium contribution for the 2025-2026 school year. This MOA controls over any inconsistent provisions in the CBA. No changes in this MOA are valid unless they are in writing and signed by all parties.

SAINT CROIX PARAPROFESSIONAL ASSOCIATION

Date: 4-25-2025 Christine M. Hoffa
President

INDEPENDENT SCHOOL DISTRICT NO. 834

Date: _____
School Board Chair

Date: _____
School Board Clerk