

MASTER CONTRACT

between

Independent School District No. 832

and

Mahtomedi Paraprofessionals - Education Minnesota

Local 7310

July 1, 2025 – June 30, 2027

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THIS CONTRACT is made and entered into between Independent School District #832, Mahtomedi, Minnesota, hereinafter called the "School District" or "District", and the Mahtomedi Paraprofessionals - Education Minnesota, NEA, AFT Local 7310 and AFL-CIO hereinafter called the "Union."

ARTICLE 1 RECOGNITION OF EXCLUSIVE REPRESENTATIVE

The District hereby recognizes the Union as the exclusive bargaining representative for all paraprofessional employees contained in the appropriate unit as defined in Article 2, Section 2 and the PELRA and in certification by the Commissioner of Mediation Services, BMS case # 01-PCE-1209, on June 2, 2001, to provide the terms and conditions of employment for the duration of this Contract.

ARTICLE 2 DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the District's personnel policies affecting the working conditions of the employees.

Section 2. Appropriate Unit: For purposes of this Contract, the term, "paraprofessional employees," shall mean all paraprofessionals employed by the School District—including the following classifications: health, registered nurse, special education, ELL, behavior assistant, hall monitor, due process, media, program/building, job coach paraprofessionals, and any others that may be added—who are public employees within the meaning of Minn. Stat. 179.03, Subd. 14, excluding employees who are employed by the District less than fourteen (14) hours per week or thirty-five (35) percent of the normal work week and less than sixty-seven (67) workdays per year.

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

Section 4. Full-time Employee: A "permanent, full-time employee" is an employee who works a minimum of twenty-five (25) hours per week and is employed for the School District student contact calendar year or longer.

Section 5. Part-time Employee: A "permanent part-time employee" is an employee who works less than twenty-five (25) hours per week during the School District student contact calendar year. The School District reserves the right to employ such part-time personnel as deemed necessary and desirable, consistent with the provisions of this Contract.

Section 6. Long-Term Substitute: A "long-term substitute" is an employee who works in a unit position temporarily while another unit employee is on an approved leave of absence, paid or unpaid. Long-term substitutes are not permanent employees.

Section 7. Other Terms: Terms not defined in this Contract shall have those meanings as defined by PELRA.

ARTICLE 3

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Union recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the District, its overall budget, use of technology, the organizational structure and selection and direction, and number of personnel. Management functions not expressly delegated in this Contract are reserved to the School District.

Section 2. Management Responsibilities: The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Union recognizes that all employees covered by this Contract shall perform the services and duties prescribed by the School Board and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The Union also recognizes the right, obligation and duty of the School District to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract, and all provisions of this Contract are subject to the laws of the state of Minnesota, federal laws, rules and regulations of the state board of education, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this 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. The parties will meet and negotiate in a good faith effort to provide a possible substitution for the invalidated provision of the Master Contract. If the parties cannot agree to such a substitution within sixty (60) days after an arbitration or court ruling invalidating a contract provision, then the invalidated provision shall be null and void until the Contract expires and negotiations are resumed in the normal course. It is specifically understood by the parties, however, that such state and federal laws, rules and regulations are not incorporated into this Contract by reference.

ARTICLE 4

EMPLOYEE RIGHTS

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

Section 2. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions shall be made each pay period, beginning with the second pay period in September and continuing until the final pay period in June and transmitted to the employee organization together with a

list of names of the employees from whom deductions were made. The Union agrees to file a dues deduction form with the District prior to such deductions.

Section 3. Personnel Files: All evaluations and files relating to each individual member shall be available for review during District Office hours to each member upon the member's request. A representative of the Union may, at the member's request, accompany the member in this review. An employee shall have the right to submit for inclusion in the file written information in response to any material contained therein. An employee may submit for inclusion in the file written information in response to any material contained therein and such response shall become part of the employee's file.

Section 4. Officers/Building Representatives:

Subd. 1. Elected Representatives. The Union elects employees within the bargaining unit to serve as officers and building representatives at the various School District sites.

Subd. 2. Notification to District. The Union shall furnish the District and appropriate department heads and District negotiators with a list of officers and building representatives and alternates and shall, as soon as possible, notify said appropriate District officials in writing of any changes thereto. Only those who are officers and building representatives shall be recognized by the District for the purpose of meetings with the site or building administrator.

Subd. 3. No Reduction in Pay. A deduction shall not be made from the pay of an officer or building representative when directly involved in meetings with management relating to the administration of this Contract during working hours.

ARTICLE 5 PROBATIONARY PERIOD AND EVALUATION PROCESS

Section 1. Length of Probationary Period: All new employees shall be probationary for the first one hundred twenty (120) calendar days of actual employment. An informal evaluation conference shall be completed with the employee and the appropriate supervisor before the ninetieth (90th) day of employment to assist the new employee in assessing his/her job performance. If no meeting is completed then it is deemed the employee has passed the probationary period.

Subd. 1. Such probationary period shall be extended an additional thirty (30) days upon written notification by the District to the Union. If the probationary period is extended for thirty (30) days, an informal evaluation conference shall be held with the employee and the appropriate supervisor prior to the 30th day of the extension period if possible.

Subd. 2. During said probationary period and any thirty (30) day extension, the employee may be terminated at the sole discretion of the District, which termination shall not be subject to the grievance procedure. In all other respects, this Contract shall apply to all employees unless specifically provided to the contrary.

Section 2. Placement on Seniority List: An employee who is continued on the payroll after completing his/her probationary period of employment shall be placed on the seniority list as of the first date of employment.

Section 3. Evaluations: All employees shall receive an evaluation as the immediate supervisor deems necessary or appropriate. The immediate supervisor shall use a standardized evaluation form depending upon the employee's job assignment. The School District's decision to use or revise any particular job evaluation form is not subject to the grievance procedure.

ARTICLE 6 GRIEVANCE PROCEDURE

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

Section 2. Representative: The employee, administrator or School District may be represented during any step of the procedure by any person or agent designated by such party to the Contract to act on his/her behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension. Time limits specified in the Contract may be extended by mutual agreement.

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

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

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

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts of the aggrieved action and the provision(s) of the Contract allegedly violated and the particular relief sought. Such grievance must be submitted within ten (10) days after the date of the event giving 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 period hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the employee's supervisor.

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

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the employee's supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

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

Section 6. Waiver of Levels: The parties may, by mutual agreement, waive any level of the grievance procedure.

Section 7. School Board Review: Within ten (10) days after a decision has been rendered under Level I or Level II of this procedure, the grievant or the District may request that the School Board review the decision. The School Board or its representative must notify the parties if the Board intends to review a decision. In the event the School Board reviews a grievance under this section, the School Board reserves the right to affirm, reverse or modify such decision. 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 finding and recommendations to the School Board. The School Board shall then render its decision.

Section 8. Denial of Grievance: Failure by the School District or its designee to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 9. Arbitration Procedures: In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level II or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 7.

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

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to appoint an arbitrator, pursuant to the PELRA, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be on the merits of the grievance.

Subd. 5. Decision. The written decision by the arbitrator shall be rendered as soon as possible but not later than thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA.

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 the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party, and the cost shall be borne by the requesting party; or, if the request is mutual, the cost shall be shared. The parties shall share equally fees and expenses of the arbitrator and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction. The arbitrator shall not have the power to add to, delete from, or to modify in any way the terms of this Contract.

ARTICLE 7 DISCHARGE/DISCIPLINE

Section 1. Discipline/Suspension/Dismissal: It is hereby agreed that the District has the right to discharge, discipline, or suspend without pay for just cause. The District agrees to advise the Union of any such discharge or suspension and the reasons therefore prior to such action. Such discharge, discipline, or suspension shall be subject to the grievance procedure.

Section 2. Progressive Discipline: Disciplinary actions by the School District will normally proceed in a progressive fashion as follows:

1. verbal reprimand
2. written reprimand
3. suspension without pay
4. discharge

The School District retains the right to institute immediate disciplinary actions including discharge for serious violations of statute or policy, or criminal actions.

Section 3. Disciplinary Action: An employee shall have the right to Union representation at any meeting which could result in disciplinary action.

Section 4. Suspension with Pay: The School District retains the right to suspend with pay.

ARTICLE 8 WORK SCHEDULE

Section 1. Basic Work Week/Year for Full-Time Employees: A regular work week shall consist of twenty-five (25) hours or more, up to eight (8) consecutive hours per day, exclusive of lunch, for full-time employees. A work year for full-time employees shall consist of the number of student contact days designated by the School Board, six (6) holidays, and one (1) staff development day as determined by the Director of Student Support Services on a non-student contact day. Employees shall report actual time spent participating in required staff development activities on their timesheets.

Section 2. Work Schedules: Employees shall be notified of continued employment with the School District at the end of each school year prior to School Board action on such staffing decisions. Employee work assignments shall be established by the District and communicated in writing to the employee by August 15. Work assignments for the coming year shall include the building assigned, hours of service per day and the number of days' work per contract year. All work assignments are subject to change, depending on student enrollment and other considerations. An employee shall receive a minimum of two (2) weeks' notice for any alteration of his/her work schedule that results in a reduction of days or hours in the assignment during the work year.

Section 3. Daily Schedules: Employees shall be expected to work at days and times indicated on their regular daily schedules and all employees shall report to work as scheduled for the final five (5) days of each school year, except where the employee is taking pre-approved leave. Employees on a variable daily work schedule are expected to report actual time worked on payroll timesheets. Employees on a regular daily schedule shall be paid without submitting timesheets, except that extension of regular workday hours or number of days must be pre-authorized by the employee's supervisor for payment and shall be recorded by the employee on an employee payroll timesheet. Employees who are requested to participate in student IEP meetings, extended day field trips, or other pre-approved activities outside their normal working hours shall be compensated for that time at their normal rate of pay up to forty (40) hours by submitting a payroll timesheet.

Section 4. Breaks: Employees are entitled to up to fifteen (15) minutes of break time from work duties as necessary for each four (4) consecutive hours of work. The break time shall be scheduled by the building principal or coordinator, if any. Break time is non-accumulating and shall not be used to shorten the workday.

Section 5. Lunch: Each employee scheduled to work six (6) or more hours per day shall be provided up to thirty (30) minutes of unpaid duty-free lunch break time. Any employee scheduled to work five (5) or more hours, but less than six (6) hours, per day may request of his/her supervisor a thirty (30) minute unpaid duty-free lunch break to be taken at a mutually agreed-upon time. Lunch breaks may vary with respect to the time during the work shift they are taken. Any employee directed by the District to work during his/her normal duty-free lunch break for emergencies, medical issues, or other unforeseen circumstances shall be paid for that thirty (30) minute period by submission of actual time worked on a payroll timesheet, provided that the lunch break time is not used to shorten the workday. Lunch break time is non-accumulating.

Section 6. Overtime: Actual time worked with the prior approval of the employee's supervisor that exceeds eight (8) hours per day and forty (40) hours per week shall be paid at the rate of one-and-one-half (1.5) times the employee's hourly rate.

Section 7. Absences: It is the responsibility of the employee to notify his/her supervisor or the school when an absence or late arrival to work will occur. When an absence or late arrival occurs, the employee shall submit their time for approval in the HRIS system selected by the school district.

Section 8. Emergency Closings and Late Starts: In the event that school is closed due to an emergency or inclement weather, paraprofessionals shall be provided online training/staff development on the first day that school is closed. The online training/staff development shall be completed on the day that school is closed. For all subsequent days that schools are closed, paraprofessionals shall be paid for such days.

Employees shall adjust their hours to the announced starting time on delayed school opening days and shall be paid for their normal day. On student contact days where early dismissal is directed by the District due to an emergency, employees shall be released by the building principal one-half (.5) hour after students leave the building, and employees shall be paid for their normal day. In the event school is cancelled for a full day on which an employee was previously scheduled to use personal leave, such personal leave will not be deducted from the employee's leave allowance, provided a substitute is not paid for the day.

Section 9. Special Education Paraprofessionals: Unit members employed or assigned solely to provide service to a single student, whose hours or work are dependent on the student's attendance, shall report to work and be provided with other assignments for the first ten (10) consecutive days of a student's absence.

Section 10. Staff Development Days and Workshop Week:

Subd.1. Staff Development: Employees are required to attend district staff development or other approved staff development activities as directed by the principal or their administrative designee and shall be compensated at their regular rate of pay. Employees shall report actual time spent in such staff development activities.

All employees will be required to attend one (1) day of staff development training prior to the start of school. In the event a paraprofessional is unable to attend the training, notice of the absence must be provided

Subd.2. Workshop Week: Any additional staff development activities during workshop week shall be scheduled and communicated by the building principal, or their administrative designee, based on student and program needs and shall consider training topics and scheduling suggested by union members. All paraprofessionals shall have the option to attend the staff meeting in their building and attend the all staff welcome back event. Employees shall be paid on a timesheet basis if they attend these sessions. Each building principal shall determine the amount of time a paraprofessional shall be paid for the staff meeting.

Subd. 3. Additional Hours for Preparation: During workshop week, media, due process and health paraprofessional employees shall be paid at their hourly rate of pay for time spent preparing and setting up for the school year, provided the employee, Director of Student Support Services and/or the Director of Teaching and Learning, agree in advance to the number of hours necessary for such preparation. The employee shall submit a timesheet for the hours agreed upon and actually worked.

Section 11. Resignation or Retirement Notice: Employees shall notify the Director of Special Education of their intended resignation or retirement by April 15 in the year of resignation/retirement. The Director of Special Education may waive this requirement in his/her sole discretion.

Section 12. Job Sharing:

Subd. 1. Eligibility: Paraprofessionals who have worked in the School District a minimum of five (5) years may be eligible for job sharing. In the event job sharing is refused, the reason shall be given in writing. A paraprofessional selected to share a position shall remain a member of the bargaining unit, unless the hours fall below those specified in Article 2, Section 2, in which case, the paraprofessional shall not be a part of the bargaining unit and the job share shall not retain seniority status.

Subd. 2. Application: Paraprofessionals who wish consideration for job sharing must apply simultaneously to the Director of Special Education and the supervising Principal on or before January 30 of any contract year preceding a job sharing arrangement. Each job share arrangement must be applied for and approved each contract year. The duration of each job share shall be for one year only. Applications for job sharing shall be forwarded to the Exclusive Representative.

Subd. 3. Salary Schedule: A paraprofessional involved in job sharing shall continue to advance normally on the salary schedule.

Subd. 4. Seniority: Job sharing paraprofessionals shall retain full seniority earned prior to becoming a job sharing paraprofessional and shall accrue one year seniority for each year in a shared position, except as provided in Subdivision 1 of this Article. Following the job share year, each participating paraprofessional may be assigned to another position as is available at that time. Job sharing paraprofessionals forfeit their rights, if any, to a work assignment for any particular number of hours or days following the job sharing year. Following the job share year, each paraprofessional shall have the rights to the same number of hours per day and days per year as in the job sharing assignment, subject to layoff under Article 10.

Subd. 5. Leave Benefits: Job sharing paraprofessionals shall retain sick leave and other leave benefits accrued immediately prior to such assignment and shall be granted additional sick leave and annual leave during the job share on a pro rata basis.

Subd. 6. Other Benefits: Job sharing paraprofessionals may be eligible for other benefits consistent with the provisions of the Master Contract.

Subd. 7. Grievability: Nothing in Article 8, Section 12 shall be subject to the grievance procedure.

ARTICLE 9 TRAINING/MENTORING

Section 1. Training: The School District shall provide training for all paraprofessionals as required by Minn. Stat. § 125A.08 (7) (b). In addition, if the State of Minnesota or U.S. government mandates training for paraprofessionals, payment for such training shall be subject to collective bargaining. This Section shall not be interpreted to mean that the School District must provide or pay for any state or federal training mandates.

Section 2. Mentoring: The School District shall assign one paraprofessional mentor for each school building. The mentor shall provide mentoring to new employees during the 120-day probationary period or, upon request, to existing employees transferred to a new classification or building during the 60-day trial period. The mentoring shall occur outside of the scheduled student day. The mentor and probationary employees shall be paid their hourly rate of pay on a timesheet basis for mentoring, not to exceed two hours per month per mentor.

ARTICLE 10 SENIORITY

Section 1. Definition: "Seniority" shall mean length of continuous service with the District as a full-time or permanent part-time paraprofessional employee, who is employed to work at least fourteen (14) hours per week, with the date of record being the first date of employment in the unit.

Subd. 1. Movement from one classification within the unit to another, or from one program or school site to another, does not change the seniority date.

Subd. 2. Seniority shall continue during approved leaves of absence from the District.

Subd. 3. The School District shall maintain an updated seniority list of current unit employees, publish it annually, and distribute to all unit employees in January of each school year.

Section 2. Seniority "Tie Breaker": The hiring supervisor shall email Human Resources when a new employee accepts an offer of employment with the School District. The date and time of this email shall determine the date of hire for seniority tie breaker purposes. If the hiring supervisor does not send such an email within ten (10) business days after the employee accepts the offer of employment, the date of seniority shall be determined according to the date on the position control document created by Human Resources.

Section 3. Rights Forfeiture: An employee shall lose all seniority rights for any one or more of the following reasons:

1. Voluntary resignation;
2. Discharge for cause;

3. Failure to return to work within ten (10) working days after being recalled by certified mail, return receipt requested, unless due to actual illness or accident (the District may require substantiating proof of illness or accident);
4. Layoff for a continuous period of more than one (1) year.

Section 4. Filling Vacancies: It is the intention of the District to fill job vacancies that are covered by this Contract from within the District before hiring new employees, provided employees with the necessary qualifications are available and apply to fill the vacant position. In the event that employees applying for a vacant position have the same qualifications, seniority shall then be the determining factor. The Director of Special Education shall determine whether an employee has the necessary qualifications for a vacant position.

Section 5. Transfers:

Subd. 1. Voluntary Transfers An employee with the necessary qualifications may apply for a transfer to an open position as posted in Article 11, Section 1. Such transfer shall be made upon written request of the employee at the discretion of the District. Efforts shall be made by the District to fill open positions on a voluntary transfer basis, subject to the needs and best interests of the District.

Subd. 2. Involuntary Transfers The District also has the right to make an involuntary transfer of an employee, unrelated to a layoff under Article 10, Section 6, to meet the needs and best interests of the District. The least senior employee shall be considered, subject to the needs and best interests of the District, if the involuntary transfer would result in a move to a different building.

Subd. 3. Any employee involuntarily transferred shall receive the same hourly rate as in his/her former position.

Subd. 4. All transferred employees shall be placed in the new position for a trial period of sixty (60) calendar days. An informal evaluation conference shall be completed between the employee and supervisor before the end of the trial period. If no meeting is completed then it is deemed the employee has passed the trial period. In the event the employee does not successfully pass the trial period, such employee shall be returned to his/her former position and pay without any loss of seniority.

Section 6. Layoff Procedure/Bumping Rights: If the District decides a reduction of the paraprofessional staff is necessary due to economic or other reasons, the following procedure for layoff shall be applied.

Subd. 1. An employee whose position is discontinued or reduced by more than one (1) hour per day may displace or bump the employee in the same classification with the least seniority, provided the employee has the necessary qualifications, as determined by the District. If employee A bumps into a position B with a greater number of hours than employee A's discontinued position, the employee in position B, who held the position with a greater number of hours displaced by the bump, shall only be entitled to bump into a position with the same or fewer hours as assigned to employee A in the discontinued position. Employee B's seniority rights to his/her number of hours shall be reduced accordingly to the number of hours in employee B's new position. This procedure shall also apply to any employee bumped or displaced by a more senior employee.

Subd. 2. Employees may volunteer for layoff. The District may choose to accept the layoff instead of following the procedure set forth in Subdivision 1.

Section 7. Notice of Layoff: Notice of such layoffs shall be given two (2) weeks before the scheduled layoff. Employees resigning their position shall provide at least a two (2) week notice to the employer.

Section 8. Recall Period: An employee laid off shall be placed on the recall list for a period of one (1) calendar year.

Section 9. Recall Procedure: The District, upon rehiring, shall do so from the recall list in the inverse order of seniority prior to hiring any outside applicants. The District shall rehire from the recall list the last employee laid off providing that such employee has the necessary qualifications for the position that is open.

Subd. 1. The employee must accept the first offer of rehiring in writing to the human resources office within five (5) days or be removed from the recall list.

Subd. 2. An employee may decline a recall notice one (1) time to a position at the same elementary or secondary level or two (2) times to a position at a different elementary or secondary level as the employee's position prior to layoff of less than twenty-five (25) hours per week without forfeiting any recall rights. Any further declined recalls to a position of any number of hours shall cause a forfeiture of recall rights.

Section 10. Reinstatement Wage: An employee recalled or reinstated shall be placed on the salary schedule in effect at the time of recall and shall be permitted to advance up to one (1) step for step advancement earned prior to layoff.

Section 11. Notice of Reemployment: Any notice of reemployment to an employee who has been laid off shall be made by certified mail to the last known name and address of such laid off employee.

ARTICLE 11 JOB POSTING

Section 1. Posting Procedure: The District agrees that, when any position vacancy occurs within this unit, or when a new position is created, the position opening shall be posted both internally and externally for five (5) days by emailing a copy to all paraprofessionals. Said posting shall include a job description, number of hours and days of employment, and the building assignment. When school is not in session, all employees may furnish the Human Resources office with an email address to receive notice of job postings; such postings with the applicable date, shall also be placed on the District website.

Section 2. Summer School Openings: Paraprofessionals currently employed in the District shall be offered any unit positions available for extended school year/summer school work. These positions will be filled from qualified unit members desiring summer employment prior to hiring any outside applicants.

ARTICLE 12 RATES OF PAY

Section 1. Wage Schedule: The wages and salaries reflected in Schedule A, attached hereto, shall be part of the Contract for the period commencing July 1, 2025, through June 30, 2027. Employees shall be compensated for the 2025-2026 and 2026-2027 contract years as set forth in Schedule A. New hires that have previous experience directly relating to the position can be placed at a higher step of the salary schedule based on their years of experience. Salary placement shall be determined by Human Resources and the Director of Student Support Services.

Section 2. Advancement on Wage Schedule: New employees hired on or before December 31 of a given school year shall advance one (1) step on the salary schedule as of July 1 of the following year. New employees hired after December 31 of a given school year shall advance one (1) step on the salary schedule as of July 1 following their anniversary date of employment.

Section 3. Subsequent Advancement: Consistent with Section 2 of this Article, employees shall advance one (1) step on the salary schedule effective each July 1 until the top step of the salary schedule is reached. Such advancement shall be effective for rates of pay for hours worked after June 30.

Section 4. Payment Schedule: Wages shall be paid on a semi-monthly pay schedule or twenty-four (24) equal payments payable in the same manner except that each payment shall be equal to 1/24th of the total salary (less deductions) with the remainder to be paid in one lump sum on the final check for each school year. The nineteen (19) pay alternative is available only to those paraprofessionals who were on the nineteen (19) pay schedule in the 2008-09 school year.

Section 5. Longevity Payment: The School District shall pay paraprofessional employees, who have worked as paraprofessional employees for the School District for the number of years stated below, as of July 1 of the contract year, a longevity payment as follows:

2025-2026		2026-2027	
10 years or more	\$. 70 per hour	5 years or more	\$. 70 per hour
15 years or more	\$. 95 per hour	10 years or more	\$. 95 per hour
20 years or more	\$1.20 per hour	15 years or more	\$ 1.20 per hour
25 years or more	\$1.45 per hour	20 years or more	\$ 1.45 per hour

For purposes of computing the years of service to determine eligibility for a longevity payment, leaves of absence without pay shall not be counted. Effective July 1, 2004, an employee must work a minimum of one hundred five (105) days in a school year or work fourteen (14) hours a week in a part-time position and be contracted for the full school year for that year to be counted in determining years of service for a longevity payment.

Section 6. Pay Equity Adjustment: The School District reserves the right to unilaterally increase wages as provided herein at its discretion during the term of this Contract based on its pay equity study.

ARTICLE 13

PAID LEAVES OF ABSENCE

Section 1. Eligibility: Paraprofessionals assigned to a permanent position averaging a minimum of twenty-five (25) hours per week are eligible for leaves as summarized in this Contract. Individuals hired for long-term substitute positions averaging a minimum of twenty-five (25) hours per week and one hundred five (105) days per year are also eligible.

Section 2. Sick Leave: In the event of an illness or injury to the employee or the employee's family, an employee may be granted paid leave to be deducted from accumulated sick leave in accordance to MN Stat 181.9413 and 181.9447, as amended.

Eligible employees shall earn sick leave at the rate of one (1) day per month, up to nine (9) days per year. Each sick leave day earned shall be equivalent to the employee's normal duty day. All eligible employees shall earn and accrue one (1) sick leave day per month starting in September of each school year. After the first (1st) year of service, employees may borrow unearned sick leave up to the maximum number of days possible to accrue each year under Section 2 of this Article. In the event that an employee leaves the District and has been paid in excess of earned sick leave, such excess amount will be deducted from the final paycheck. Unused sick leave may accumulate to one hundred twenty (120) days.

Section 3. Personal Leave: Paraprofessionals may be granted a leave at the discretion of their supervisor of no more than five (5) days per year, non-accumulative, for situations that arise requiring the paraprofessional's personal attention that cannot be attended to when school is not in session and that are not covered under other provisions of this policy. When used, the days shall be deducted from sick leave. Use of personal leave shall require approval in advance, except in cases of emergency. Personal leave shall not be used to extend the following holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving, Martin Luther King Day, Presidents' Day and Memorial Day.

Section 4. Bereavement Leave: Leave with pay will be granted to each paraprofessional for funeral leave. Leave days under this Contract shall be limited to a total of up to three (3) paid days per year, non-accumulative, and shall be deducted from the paraprofessional's accumulated sick leave. Approval for bereavement leave must be obtained in advance, except in cases of emergency. The Superintendent or his/her designee may grant additional days of bereavement leave based on his/her sole discretion. The decision to grant or not grant such days is not subject to the grievance procedure.

Section 5. Workers' Compensation:

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

Subd. 2. A deduction shall be made from the paraprofessional's sick leave accrual time according to the pro rata portions of days of sick leave that are used to supplement Workers' Compensation.

Subd. 3. Such payment shall be paid by the School District to the paraprofessional only during the period of disability.

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

Subd. 5. A paraprofessional, who is absent from work as a result of an injury compensable under the Workers' Compensation Act, who elects to receive sick leave pursuant to this Contract, shall submit his/her Workers' Compensation check, endorsed to the School District prior to receiving payment from the School District for this absence. This obligation of repayment does not extend to Workers' Compensation payments accruing for non-duty days.

Section 6. Jury Duty: Leave will be granted to paraprofessionals who are asked to serve on jury duty. No deductions in salary will be made but individual employees are required to reimburse the School District the salary received from the court for their jury duty service. Travel expenses received in connection with jury duty shall remain with the employee.

Section 7. Minnesota Paid Leave: The school district shall allow paraprofessionals to top off their Minnesota Paid Leave payments by utilizing their available sick leave balances for as long as Minnesota Paid Leave is available as a program. This will be done by reviewing days and pay provided by the Minnesota Paid Leave program and calculating the value from partial days of sick leave to make up the difference.

Subd. 1 The district will pay 50% of the cost of the Minnesota Paid Leave program cost at .44% for the district contribution, paraprofessionals will pay the remaining 50% at .44% for the 2025-26 school year. For the 2026-27 school year the district and the paraprofessionals shall continue splitting the cost on a 50% and 50% basis.

ARTICLE 14 HOLIDAYS

Section 1. Eligibility: Paraprofessionals assigned to a permanent position averaging a minimum of twenty-five (25) hours per week are eligible for holiday pay. Individuals hired for long-term substitute positions averaging a minimum of twenty-five (25) hours per week and one hundred five (105) days per year are also eligible.

Section 2. Paid Holidays: Paraprofessionals who are eligible according to the terms of this Contract shall be granted six (6) designated paid holidays:

Labor Day	Memorial Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Martin Luther King, Jr. Day

ARTICLE 15 GROUP INSURANCE

Section 1. Eligibility:

Subd. 1. The School District's contribution for group insurance shall be for permanent, full-time employees, as defined in Article 2, Section 4. If an employee's hours are reduced, the eligibility for insurance benefits and School District contribution shall be determined and pro-rated according to the new assignment with reduced hours.

Subd. 2. The School District shall contribute to the payment of premiums for an employee on a paid leave of absence and may contribute for an employee on any other unpaid leaves. Employees on leave may elect to continue insurance at their expense as stipulated by law or the insurance carrier.

Subd. 3. It is to be understood that any description of insurance benefits contained in this Contract is to be informational only. Eligibility of the employee for benefits shall be governed by the terms of the insurance policy. The District's only obligation is to provide insurance and pay such amounts as stated herein. No claim shall be made against the District as a result of denial of insurance benefits by insurance carriers.

Subd. 4. Employees are eligible upon retirement to continue in the School District's group health and dental insurance plans as described in Minnesota Statute 471.61, Subd. 2(b) at their own expense if an active participant at the time of retirement.

Section 2. Medical/Hospitalization Insurance:

Single: The School District shall contribute a defined contribution up to the sum of \$853 per month (100% equivalency) from July 1, 2025 to December 31, 2025, up to the sum of \$981 per month (100% equivalency) from Jan 1, 2026 through Dec 31, 2026, and shall contribute a 100% equivalency per month from Jan 1, 2027 through June 30, 2027 for single coverage for all eligible employees employed by the School District who qualify for, and are enrolled in the School District health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Family: The School District shall contribute a defined contribution up to the sum of \$1,922 per month from July 1, 2025 to December 31, 2025, up to the sum of \$2,199 per month from Jan 1, 2026 through Dec 31, 2026, and shall contribute up to \$2,312 per month from Jan 1, 2027 through June 30, 2027 for family coverage for all eligible employees employed by the School District who qualify for, and are enrolled in the School District health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Health Reimbursement Arrangement: If the employee is enrolled in the School District's group health and hospitalization plan, the School District shall also make an annual contribution to a Health Reimbursement Arrangement (HRA) with a vendor of the District's choosing. For

new hires, the annual amount will be prorated. For those that terminate mid-year, the annual amount is subject to vesting/forfeiture. Unused funds will carryover from year to year.

Section 3. Dental Insurance: The District will contribute up to 100% annually of the single premium, up to 100% annually for the single +1 premium and up to 100% annually for the family premium in both years of the contract for all eligible employees who qualify for and are enrolled in the School District group dental insurance plan.

Section 4. Life Insurance: The School District will provide \$50,000 of group term life insurance for each eligible employee who is participating in the School District's group term life insurance plan. Eligible employees may purchase additional group term life insurance at their own expense as permitted by the insurance provider.

Section 5. Income Protection:

Subd. 1. The School District agrees to contribute to the long-term disability program the full annual premium for each paraprofessional employee who is participating in the School District's long-term disability insurance plan. The income of the employee who becomes disabled from sickness or accident will be insured after ninety (90) consecutive calendar days to the extent of 66 2/3 percent of base salary, including longevity, to a maximum based on the LTD plan documents in effect.

Subd. 2. Benefits will be paid as long as the employee remains totally disabled, but not beyond the employee's sixty-fifth (65th) birthday.

Subd. 3. Benefits to disabled employees will be determined and paid as described in the employee's disability insurance policy.

ARTICLE 16 UNPAID LEAVES OF ABSENCE

Section 1. Eligibility: The School District agrees to provide leaves of absence to eligible, permanent, full-time employees as defined in Article 2, Section 4.

Section 2. Long-Term Leave:

Subd. 1. An employee who has at least three (3) years of full-time employment in the unit may, upon written request, be granted a leave of absence without pay not to exceed two (2) years with the approval of the District and notification to the Union. Failure to comply with the provisions of this Section shall result in the complete loss of seniority rights of the employee involved. Additional leave may be granted at the discretion of the Superintendent with agreement from the Union.

Subd. 2. An employee on long-term leave of absence of thirty (30) calendar days or less shall return to his/her former position. If the leave of absence extends beyond thirty (30) calendar days, an employee may return to his/her former position or to a position of like classification and pay, in the same building if such a position is vacant upon the employee's return from leave, or the hours have been covered by a long-term substitute, as required by law.

Subd. 3. This Section shall not apply to a leave qualifying as family leave under the Family and Medical Leave Act of 1993 or under Section 4 of this Article.

Section 3. Child Adoption/Legal Guardianship Leave: In accordance with the Family Medical Leave Act, leave shall be granted for the purpose of child adoption or assuming legal guardianship. Leave days granted under this Section will be deducted from the employee's accumulated sick leave.

Section 4. Family Leave:

Subd. 1. Subject to the provisions of this Section and the Family Medical Leave Act, the School District may grant a family leave. Family leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd. 2. An employee making application for family leave shall inform the human resources office in writing of intention to take the leave at least thirty (30) days before commencement of the intended leave.

Subd. 3. If the reason for the family leave is occasioned by pregnancy, the human resources office may require a statement from the employee's physician for use in determining the expected date of delivery. Any pregnant employee shall be eligible for sick leave when the pregnancy causes incapacity or inability to work.

Subd. 4. The School District may adjust the proposed beginning and/or ending date of a family leave so that the dates of the leave coincide with some natural break in the school year, such as winter vacation, spring vacation, semester break, quarter break, end of a grading period, end of the school year, or the like. The School District may grant an additional 12-month leave upon reapplication.

Subd. 5. In making a determination concerning the commencement and duration of a family leave, the School District shall not in any event be required to:

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

Subd. 6. If the employee returns to work within six (6) months to either his/her original job or to a position of like status and pay, he/she will be given credit for the seniority accrued up to the time of leaving and the seniority he/she would have accrued had he/she been available for work during the period of his/her absence.

Subd. 7. An employee who returns after six (6) months of leave within the provisions of this Section shall retain his/her accrued seniority and any unused leave time accumulated up to the beginning of the leave. The employee shall not accrue additional leave time or seniority during the period of absence for family care leave. The employee shall not be credited toward the advancement of a step on the salary schedule for the time missed.

Subd. 8. Failure of the employee to return pursuant to the date determined under this Section may constitute grounds for termination unless the School District and the employee mutually agree to an extension of the leave.

Subd. 9. The provisions of this Article are subject to such amendment or modification as may be required to comply with any future applicable state or federal laws or regulations that may become binding upon the parties hereto.

Subd. 10. An employee on family leave is eligible to participate in group insurance programs according to state and federal laws. The District will continue to make contributions toward the cost of health and hospitalization insurance according to Article 15, Section 1 for up to twelve (12) weeks of family leave in accordance with the Family Medical Leave Act. Thereafter, the employee shall pay the entire premium for health and hospitalization insurance. An employee shall pay the entire premium for such other insurance programs as the employee wishes to retain, commencing with the beginning of the family leave.

Subd. 11. Leave under this section shall be without pay or fringe benefits. If an employee who has requested and been granted family leave because of incapacity due to pregnancy delivers prior to the scheduled beginning date of her family leave, she shall be eligible for sick leave in accordance with the provisions of Section 1 of this Article until recovery from her disability or incapacity. An employee is not, however, eligible for sick leave benefits after recovery from her disability or incapacity.

Section 5. Return from Long-Term and Family Leaves: An employee on a long-term or family leave has no right to return to his/her position early, prior to the expiration of the approved leave, unless mutually agreed upon. An employee must provide written notification of intention to return from a leave thirty (30) days prior to returning. Notice must be received by the School District human resources office. Failure to give such notice will result in termination of employment. The District office will notify the employee by certified mail forty-five (45) days prior to the leave expiring.

Section 6. Temporary Employee: Any replacement employee assigned or hired to perform the duties of an employee on authorized leave of absence shall be regarded as temporary during the period within which the employee on authorized leave of absence may legally return to work without loss of seniority. In the event such employee shall return to his/her job following such authorized leave (or the job is opened for bid because the employee is not returning to his/her job), the replacement employee shall be terminated or returned to his/her former position at the rate of pay established for that position, including the domino effect upon other temporary employees necessarily reassigned to accommodate the one on authorized leave of absence.

Section 7. Union Business: The District may grant reasonable time off, as approved by the District, without pay and without discrimination to no more than one (1) employee, designated by the Union, to attend a labor convention or to perform other official Union business as may be reasonably required.

ARTICLE 17 RETIREMENT

Section 1. TSA Matching Plan: The School Board shall provide a matching annuity plan for all eligible full-time employees as specified below.

Subd. 1. Eligibility. After three (3) years of service with the District, an employee shall be eligible to participate in a matching annuity plan as provided in Minn. Stat. § 356.24. To be eligible for the matching contribution, the employee must have completed the full three (3) years of service in the District on or before September 1 of the year in which the matching contribution is payable.

Subd. 2. Contribution. Eligible employees shall receive an annual 403b matching contribution by the School District in an amount of one thousand dollars (\$1,000), if the employee authorizes a deduction of at least those amounts for both years of the contract.

Subd. 3. Intention to Participate. An employee shall notify the School District in writing on the School District authorized form no later than October 1 of his/her intention to participate in this tax deferred plan. Upon receipt of such form, contributions shall be effective with the next accessible paycheck. Such participation shall continue from year to year unless the employee notifies the School District to the contrary.

ARTICLE 18 MISCELLANEOUS

Section 1. Transportation:

Subd. 1. Compensation Rate. Employees who are required to provide their own transportation while on official business for the District shall be compensated at the standard IRS rate.

Subd. 2. Use of Private Vehicle. Employees covered under this Contract shall not be required to transport students in their private vehicle for any school-related activities, between any school sites, or between a school site or activity and the student's home.

Section 2. Notices to Employees: All orders or notices to an employee under this Contract involving a permanent change in assignment, promotion or layoff, and leaves of absences shall be given in writing with a copy of same sent to the Union office and treasurer.

Section 3. Meet and Confer Sessions: Individual meet-and-confer sessions can be requested by either the District administration or the exclusive representative. Each party shall choose its representative for such meetings. The purpose of such meetings shall include contract administration questions and mutual concerns of the workplace.

Section 4. Master Contract Copies: The School District shall provide one (1) copy of this Master Contract to each paraprofessional employed, and shall provide ten (10) copies to the Union for its own use.

Section 5. Notice of Hire: The School District shall notify, within five (5) working days after Human Resources receives the notice of hire, the Union officers and building representatives of any new hires.

Section 6. Bulletin Boards: Bulletin boards will be made available to the Union for the purpose of posting Union notices relating to meetings, entertainment, and general Union activities. All notices shall be submitted to the District before being posted.

Section 7: Medical Device Replacement The District shall reimburse employees for the cost of replacement or repair of a medical device damaged or destroyed as a result of student assault or aggressive behavior that occurs while the employee is engaged in the performance of assigned duties. Medical devices shall mean those items medically required for the employee to be able to perform assigned duties, including, but not limited to, prescription eyeglasses, hearing aids, or insulin pumps. The amount of any such reimbursement shall be the replacement or repair cost for the same value medical device as that damaged or destroyed. The employee must report the loss to the building administrator within 24 hours of the incident, and must submit receipts and obtain prior approval of the cost of repair or replacement from the business office to be eligible for reimbursement. Reimbursement made under this section does not indicate that the School District has assumed liability for the incident.

ARTICLE 19 SEVERABILITY

In the event that any provision of this Contract shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Contract; it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 20 TERMINATION AND RENEWAL

This Contract shall be in full force and effect from July 1, 2025, until June 30, 2027, and shall continue in full force and effect from year to year thereafter unless either party gives notice in writing at least (60) days prior to the expiration date of its desire to renegotiate a successor Contract.

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

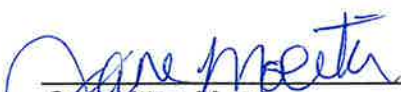
MAHTOMEDI PARAPROFESSIONALS
EDUCATION MINNESOTA AFL-CIO



Committee Member



Committee Member



Committee Member



Committee Member



Committee Member



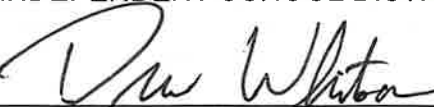
Committee Member

Committee Member

Local Union Representative

Date: 5/12/2020

INDEPENDENT SCHOOL DISTRICT #832



School Board Chair



School Board Clerk



School District Negotiator

Date: 5/12/2020

**Schedule A
Wage Schedule**

Hourly Wages:

	2025-2026	2026-2027
<u>LANE A: Health, Program/Building, Media, & Special Education, ELL, Behavior Assistant, Hall Monitor and Due Process Paraprofessionals</u>		
Step 1	20.88	21.38
Step 2	21.61	22.11
Step 3	22.09	22.59
Step 4	23.05	23.55
Step 5	23.85	24.35

	2025-2026	2026-2027
<u>LANE B: Special Education Job Coach Paraprofessionals</u>		
Step 1	20.88	21.38
Step 2	22.09	22.59
Step 3	23.85	24.35

	2025-2026	2026-2027
<u>LANE C: Registered Nurse Paraprofessionals</u>		
Step 1	32.35	32.85

Step 2	33.35	33.85
Step 3	34.35	34.85

	2025-2026	2026-2027
<u>LANE D: Licensed Practical Nurse Paraprofessionals</u>		
Step 1	27.56	28.06
Step 2	28.12	28.62
Step 3	28.66	29.16