

July 1, 2021 - June 30, 2023

CONTRACT

between

**Independent School District No. 271
Bloomington, Minnesota**

and

**Bloomington
Federation of Paraprofessionals
Local #4399, Education Minnesota
AFT, NEA, AFL-CIO**

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**SECTION 1 –
PURPOSE****1.1 Parties**

This Contract, entered into between the School Board of Independent School District No. 271, Bloomington, Minnesota, hereinafter referred to as the "District", and the Bloomington Federation of Paraprofessionals, Local #4399, AFT, NEA, Education Minnesota, AFL-CIO, hereinafter referred to as the "Federation", pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as "PELRA", to provide the terms and conditions of employment of paraprofessional personnel during the duration of this Contract.

**SECTION 2 –
RECOGNITION OF EXCLUSIVE REPRESENTATIVE****2.1 Recognition**

In accordance with PELRA, the District recognizes the Bloomington Federation of Paraprofessionals, Local #4399, AFT, NEA, Education Minnesota, AFL-CIO, as the exclusive representative of paraprofessional personnel employed by the District. The Federation will have those rights and duties as prescribed by PELRA and as described in the provisions of this Contract.

2.2 Appropriate Unit

The Federation will represent all District employees of the above unit as defined in Section 3 and in PELRA and in certification by the Bureau of Mediation Services.

**SECTION 3 –
DEFINITIONS****3.1 Description of Appropriate Unit**

All personnel defined as paraprofessionals will be included in this unit with the exception of those employees not eligible as defined in PELRA, but not including supervisory employees who devote more than fifty percent (50%) of time to administrative or supervisory duties, or part-time employees whose service does not exceed ten and one-half (10.5) hours per week, employees who hold positions of a temporary or seasonal character for a period not to exceed sixty-seven (67) working days in any calendar year, or substitute or emergency employees.

3.2 Paraprofessional

A person employed to assist in the classroom, supervise pupils, and, under the direction of a licensed staff member, assist in a variety of non-instructional duties.

3.3 Average Workday

The number of hours in an average workday is calculated by dividing the paraprofessional's total authorized weekly hours by five (5).

3.4 Hire Date

The first paid day of work in the District without a Break in Service, excluding temporary or substitute employment. Hire Date may differ from Seniority Date.

3.5 Break in Service

A resignation, retirement, or termination, not including layoffs (as long as the paraprofessional retains recall rights), long-term disability leave, workers compensation leave, Board-approved leave, or voluntary or involuntary interruption of employment less than one (1) calendar year.

3.6 Seniority Date

The first paid day of work in a position covered by this Contract without a Break in Service, excluding temporary and substitute employment. Seniority Date may differ from Hire Date.

3.7 Other Terms

Terms not defined in this Contract will have those meanings as defined by PELRA.

SECTION 4 – DISTRICT RIGHTS

4.1 Inherent Managerial Rights

The Federation recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, direction, and number of personnel.

4.2 Management Responsibilities

The Federation recognizes the right and obligation of the District 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.

4.3 Effect of Laws, Rules, and Regulations

The Federation recognizes that all paraprofessionals covered by this Contract will perform services prescribed by the District and will be governed by the laws of the State of Minnesota, and by District rules, regulations, directives, and orders issued by properly designated officials of the District. The Federation also recognizes the right, obligation, and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract, and recognizes that the District, all paraprofessionals covered by 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 Minnesota Department of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Contract found to be in violation of any such laws, rules, regulations, directives, or orders will be null and void and without force and effect.

4.4 Reservation of Managerial Rights

The foregoing enumeration of District rights and duties will 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 District.

SECTION 5 – PARAPROFESSIONAL AND FEDERATION RIGHTS

5.1 Right to Views

Nothing contained in this Contract will be construed to limit, impair, or affect the right of any paraprofessional or the Federation 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, as 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 Federation.

5.2 Right to Join

Paraprofessionals will have the right to form and join labor or employee organizations, and will have the right not to form and join such organizations. Paraprofessionals will have the right by secret ballot to designate an exclusive representative for the purposes of negotiations, grievance procedures, and terms and conditions of employment for paraprofessionals.

5.3 Request for Dues Check Off

Paraprofessionals will have the right to request and be allowed dues check off, provided dues check off and the proceeds thereof will not be allowed any organization that has lost its right to dues check off pursuant to 179A.01 to 179A.25 of PELRA. Upon receipt of a properly executed authorization card of the paraprofessional involved, the District will deduct from the paraprofessional's paycheck the dues the paraprofessional has agreed to pay to the organization during the period provided in said authorization. Deductions may be terminated by the paraprofessional if notice is given to the Unit and District between September 24 and September 30 for that school year.

5.4 Access to Membership Lists

Four times a year, October, January, March and May, the District shall provide in electronic form to the BFP officers who request, the names, addresses, telephone numbers, email addresses, full time equivalency (FTE) status, worksite location and assignment of all BFP bargaining unit members employed by the District, provided that the request meet the requirements of Minn. Stat Section 13.43, subd. 6. The data will only be shared with the elected officers and Membership chair of the BFT with the intent to reconcile membership and notify employees of fair share fee assessments in the BFT. Upon request, the District shall provide the BFP with current bargaining unit data.

5.5 Progressive Discipline

After completion of the probationary period, paraprofessionals will only be disciplined or terminated for cause, based on a finding by the District. Except in cases of termination, the goal of discipline will be remediation. Discipline will normally be prescribed in the following manner, unless circumstances warrant otherwise:

Step 1. Written Reprimand

Step 2. Suspension without Pay

Step 3. Termination

5.6 Right of Federation Representation

If a paraprofessional believes that the outcome of a discussion with a supervisor may result in discipline, the paraprofessional has a right to ask for Federation representation.

5.7 Personnel File

Paraprofessionals will be notified in writing within five (5) days when disciplinary action is placed in their personnel files. Only one official personnel file will be maintained per paraprofessional. Upon written request, personnel files will be made available at the Office of Human Resources during regular business hours. Paraprofessionals will have the right to reproduce any of the contents of their personnel files at their own expense.

5.7.1 Non-Disciplinary Verbal Warning or Counseling: Only the personnel file may be used as evidence in any disciplinary action or hearing. This does not limit, restrict, or prohibit the District from submitting supportive documents or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Federation.

5.7.2 Step 1 – Written Reprimand: Upon the paraprofessional's request, a written reprimand will be removed from the paraprofessional's personnel file provided that no further disciplinary action has been taken against the paraprofessional for a period of two (2) years following the date of the written reprimand.

5.7.3 Step 2 – Suspension Without Pay: Upon the paraprofessional's request, a suspension of three (3) days or less will be removed from the paraprofessional's personnel file provided that no further disciplinary action has been taken against the paraprofessional for a period of five (5) years from the initial date of suspension.

5.8 Right of Written Response

Paraprofessionals will have the right to respond in writing when disciplinary action is placed in personnel files. Such written responses will be permanently attached to the disciplinary action.

5.9 Non-Disciplinary Materials

The District acknowledges that, unless circumstances warrant otherwise, the first step in making a paraprofessional aware of the need for corrective action will be a non-disciplinary verbal warning or counseling focused on remediation. Non-disciplinary materials, such as counseling notes, warnings or directives will not be placed in a paraprofessional's personnel file, but may be kept in a supervisor's file.

5.10 Use of District Facilities

The Federation will be permitted the use of school property at reasonable times, paying the reasonable cost usually charged by the District for such use, provided, however, that this will not interfere with or interrupt normal school operations.

5.10.1 Business: Duly authorized representatives of the Federation will be permitted to discuss matters pertaining to Federation business with District personnel during paraprofessionals' non-scheduled hours, provided that this will not interfere with or interrupt normal operations.

5.10.2 Facilities: The Federation will have the right to place official notices and matters of concern to paraprofessionals on designated school bulletin boards and in paraprofessional mailboxes.

5.11 Federation Business

An annual allotment of one hundred twenty-eight (128) hours will be established for the exclusive allocation of the Federation for negotiations, mediation, arbitration, and other Federation business. Those individuals certified by the Federation to use this time off will be released without loss of pay. The first sixty-four (64) hours will be without cost to the Federation. The Federation will reimburse the District for the additional sixty-four (64) hours at the rate annually established by the District for the average wage and benefit rate for paraprofessionals. All Federation business hours must be appropriately reported.

5.11.1 Written Notification: Written notification for the use of Federation leave must be made in writing by the Federation President to the Superintendent or designee at least three (3) calendar days in advance, indicating the paraprofessionals designated to be released from duty and the date of release.

5.12 Salary Deductions

Salary deduction privileges, namely credit unions, Union dues, and United Way, will be allowed.

5.13 Posting of Positions

The purpose of position posting is to ensure that existing paraprofessionals are aware of vacancies that are available for transfer and to provide paraprofessionals the opportunity to be considered for transfer. The term open position will not include increased hours, change of duties or assignment, or reclassification of positions.

5.13.1 District Posting: The Office of Human Resources will post job specific positions for a period of five (5) working days. Paraprofessionals interested in transfer will submit an internal application online within the posting period. All internal candidates will be given an interview. When multiple vacancies occur or are anticipated, a general District posting notice will satisfy the individual position posting requirements of Section 5.13.

5.13.2 District Intent: The District will meet the spirit and intent of Section 5.13 to ensure transfer consideration; however, the District reserves the right of assignment and transfer.

5.14 Federation President Release Time

The Federation and the District agree to continue to explore ways to work cooperatively and collaboratively to benefit the paraprofessionals of the District. The Federation and the District recognize that the Federation President plays a vital role in expanding the cooperation and collaboration that both organizations seek. In addition, the Federation and the District recognize that conducting the duties of the Federation President is a time-consuming endeavor.

5.14.1 The Federation President will be entitled to three (3) hours of release time without loss of pay, benefits, or seniority in order to conduct duties as president.

5.14.2 The Federation will reimburse the District for the costs of a Class III-Step 1 paraprofessional assigned as a long-call reserve to fill that portion of the work assignment vacated by the Federation President while conducting the duties as president, including FICA and PERA, but excluding health, dental, life and LTD.

5.14.3 The decision by the Federation and the Federation President to take release time to conduct the duties of the president is voluntary on the part of the Federation and the Federation President.

5.14.4 The Federation will be responsible for providing the Federation President with office space and clerical support. However, the District will endeavor to provide office space for the Federation President by providing a list of potential office spaces available within the District on an annual basis by August 20th and two weeks prior to eviction if the current office space is needed for District purposes, provided available space exists in the District. The President will be given five (5) days to respond with the choice of office space.

- 5.14.5** Should the Federation President decide not to pursue continued release time, he/she will be returned to the position that they vacated while conducting duties as president.

SECTION 6 – BASIC SCHEDULES AND RATES OF PAY

6.1 Wage Schedule

The rate of pay effective July 1, 2021 through June 30, 2022 will be attached in Schedule A. The rate of pay effective July 1, 2022 through June 30, 2023 will be attached in Schedule B.

6.2 Step Placement

Upon employment, step placement on the salary schedule will be at the discretion of the District.

6.3 Overtime

Overtime exceeding eight (8) hours per day or forty (40) hours per week will be paid at one-and-one-half (1.5) times the paraprofessional's regular hourly wage.

6.4 Longevity Pay

Longevity pay will be effective on July 1 of each year, if eligible based on Hire Date listed in Appendix A. Eligibility for longevity pay may occur prior to reaching the specified number of years; see Appendix A. Based on the wage schedules, paraprofessionals will receive longevity pay as follows:

- 6.4.1 10L:** After approximately ten (10) years, paraprofessionals will receive 10L longevity pay, which is an increase in wages of fifty cents (\$0.50) per hour.
- 6.4.2 15L:** After approximately fifteen (15) years, paraprofessionals will receive 15L longevity pay, which is an increase in wages of fifty cents (\$0.50) per hour. Total longevity pay for such paraprofessionals, including 10L, will be one dollar and no cents (\$1.00) per hour.
- 6.4.3 20L:** After approximately twenty (20) years, paraprofessionals will receive 20L longevity pay, which is an increase in wages of fifty cents (\$0.50) per hour. Total longevity pay for such paraprofessionals, including 10L & 15L, will be one dollar and fifty cents (\$1.50) per hour.

6.4.4 Longevity Tables –

2021-2023	Per Hour	Total Amount Above Step 6
10L	\$0.50	\$0.50
15L	\$0.50	\$1.00
20L	\$0.50	\$1.50

6.5 Multiple Classifications

Paraprofessionals regularly assigned to two (2) or more classifications in the unit will be paid based on time in each classification. This will not apply to casual or temporary assignments. For purposes of Section 6, any function added to the regular function of a paraprofessional which accumulates less than two (2) hours per day or less than ten (10) hours in a five (5) day week will be defined as casual or temporary. Step placement will not fluctuate based on a change in a classification pay rate. Paraprofessionals who voluntarily apply and accept any additional hours will be paid at the assigned job classification and current step placement.

6.6 District Right of Classification

The District will retain the discretionary right to classify or to reclassify paraprofessional positions. For the term of this Contract, no paraprofessional incumbent in a position will be reduced in hourly wage based on a reclassification of that paraprofessional's position.

6.7 Federation Right of Notice

The District will provide the Federation notice of any new position classification or any existing position reclassification.

6.8 Annual Step Advancement

- 6.8.1 Qualifying Period:** Paraprofessionals who work less than sixty working (60) days during the previous July 1 through June 30 will not receive a step advancement and will remain at their previous step until the next annual July 1.

- 6.8.2 Successor Contract:** Should a successor contract not be reached upon expiration of this Contract, continuing paraprofessionals will be paid at their previous year rate, until a successor contract is negotiated and ratified by both parties.

6.9 Schedule of Payment

Annual wages will be paid in twenty-four (24) equal payments, except as specified below in Section 6.9.1 and Section 6.9.2. Every effort will be made to pay semi-monthly on or before the fifth and twentieth of each month.

- 6.9.1 Lump Sum:** Paraprofessionals may elect to receive summer pay in a lump sum in June, if requested in writing to the Payroll Department on or before May 15. The election will continue into subsequent years, unless cancelled on or before May 15.

- 6.9.2 Exception:** Paraprofessionals who elected twenty (20) pay option for the 2010-11 school year will be able to continue to receive annual wages in that manner, as long as they continue to elect to do so or until the option is eliminated by mutual agreement between the District and the Federation.

6.10 Re-employment

Paraprofessionals, if re-employed without a Break in Service (as defined in Section 3.5) will (a) be credited with their previously accrued sick leave, (b) be placed on their previous salary step, (c) be reinstated with their previous Hire Date and Seniority Date, and (d) receive benefits specified in Appendix A based on their previous Hire Date.

**SECTION 7 -
GROUP INSURANCE**

7.1 Insurance Eligibility

Paraprofessionals will be eligible for participation in the District group insurance on the first day of the month after their Hire Date through the last day of the last month of employment, except as noted in Section 7.1.5.

7.1.1 Health/Hospitalization and Dental Insurance

- a. **Full-Time:** Paraprofessionals authorized for no less than thirty (30) hours per week will be eligible for full-time benefits under the terms of Health/Hospitalization and Dental Insurance Plans.
- b. **Part-Time:** Paraprofessionals authorized for less than thirty (30) hours per week, but no less than twenty (20) hours per week will be eligible for part-time benefits under the terms of Health/Hospitalization and Dental Insurance Plans.
- c. **Spousal:** To be eligible for spousal coverage, (1) both paraprofessional and spouse must be employed full-time in the District, (2) the paraprofessional must elect Employee-plus-One or Family coverage and (3) the paraprofessional's spouse must not elect any other coverage. For the purposes of this Section, "spouse" is defined by state law.

- 7.1.2 Health Savings Accounts (HSAs):** Both full-time and part-time paraprofessionals (as defined in Section 7.1.1) will be eligible for HSAs through the District-selected vendor.

- 7.1.3 Life Insurance:** Both full-time and part-time paraprofessionals (as defined in Section 7.1.1) will be eligible for the District Life Insurance Policy.

- 7.1.4 Long-Term Disability Insurance:** Only full-time paraprofessionals (as defined in Section 7.1.1) will be eligible for the District Long-Term Disability Insurance Policy.

- 7.1.5 On Layoff for the Following School Year:** The District will continue District contributions for the summer months of July and August toward health/hospitalization insurance, dental insurance, and HSA for each paraprofessional who on June 15 is (1) enrolled in the appropriate insurance, (2) receiving a District contribution toward the appropriate insurance, and (3) on layoff for the following school year.

- a. **Basis:** Paraprofessionals will be eligible for the District contribution based on the coverage elected in the last one (1) year preceding layoff.
- b. **Returned to Work:** A paraprofessional who returns by September 30 will be made whole per this Section.

7.2 Health/Hospitalization Insurance Plan

7.2.1 Health/Hospitalization Insurance Plan: The District will provide for all paraprofessionals a High Deductible Healthcare Plan (HDHP) per Internal Revenue Service regulations.

a. Plan Year: The Plan year will run from July 1 to June 30.

b. Deductibles: Deductibles will be the minimum allowed by the IRS. Deductibles will be indexed in future years per IRS regulations, which may result in increases. Per IRS regulations, the deductibles for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2021-2022	\$1,400.00	\$2,800.00
2022-2023	\$1,400.00	\$2,800.00

c. Out-of-pocket maximums for in-network coverage: The out-of-pocket maximums for those using only in-network providers will be equal to the deductibles.

d. Out-of-pocket maximums for out-of-network coverage: The out-of-pocket maximums for out-of-network coverage will be the maximum allowed by the IRS. Out-of-pocket maximums for out-of-network coverage will be indexed in future years per IRS regulations. Per IRS regulations, the out-of-pocket maximums for out-of-network coverage for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2021-2022	\$7,000.00	\$14,000.00
2022-2023	\$7,050.00	\$14,100.00

7.2.2 Full-Time Monthly District Contribution: For full-time paraprofessionals, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Paraprofessionals will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Employee-Only	Employee-plus-One	Family
2021-2022	\$852.00	\$1,253.00	\$1,372.00
2022-2023	\$861.00	\$1,267.00	\$1,386.00

7.2.3 Part-Time Monthly District Contribution: For part-time paraprofessionals, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Paraprofessionals will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Employee-Only	Employee-plus-One	Family
2021-2022	\$598.00	\$879.00	\$960.00
2022-2023	\$603.00	\$887.00	\$970.00

7.2.4 Spousal Monthly District Contribution: For full-time paraprofessionals, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Paraprofessionals will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Spousal Employee-plus-One	Spousal Family
2021-2022	\$1,792.00	\$1,960.00
2022-2023	\$1,810.00	\$1,980.00

7.2.5 District Contribution Exclusion: Paraprofessionals who have health/hospitalization insurance coverage under another plan may participate in the District Health/Hospitalization Insurance, but they will receive no District contribution toward the monthly premium. This does not include paraprofessionals who receive Medicare, or Tri-Care, or Veterans Affairs (VA) benefits, or exceptions granted by the Executive Director of Human Resources due to hardship.

7.2.6 Successor Contract: If a successor contract is not in place before the expiration of this Contract and if the percentage level of District contribution toward monthly premiums proposed by the District equals

or better the percentage level of the previous year, the proposed percentage level of District contribution will take effect, until a successor contract is ratified by both parties.

- 7.2.7 Hold-Harmless Clause:** The Federation agrees to join in the defense of any and all suits or claims, except those initiated by the Federation, which may arise out of or by reason of the District's contribution toward health/hospitalization insurance. The liability for any final disposition of any action, suit, or claim will be borne by the District.

7.3 Health Savings Account (HSA)

- 7.3.1 Contributions:** The District will contribute into an HSA in twelve (12) equal monthly installments the following annual amounts for each paraprofessional who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance, and (3) scheduled to return to work for the following school year:

- a. Full-Time Annual District HSA Contribution:** The District will contribute an amount equal to fifty percent (50%) of the paraprofessional's deductible to each full-time paraprofessional's HSA account, as follows:

Year	Employee-Only	Employee-plus-One & Family
2021-2022	\$700.00	\$1,400.00
2022-2023	\$700.00	\$1,400.00

- b. Part-Time Annual District HSA Contribution:** The District will contribute an amount equal to twenty-five percent (25%) of the paraprofessional's deductible to each part-time paraprofessional's HSA account, as follows:

Year	Employee-Only	Employee-plus-One & Family
2021-2022	\$350.00	\$700.00
2022-2023	\$350.00	\$700.00

- c. Spousal:** For Employee-plus-One coverage, the District will deposit one District Employee-Only HSA Contribution for each full-time employee and District-employed spouse. For Family coverage, the District will contribute one half (1/2) of the total of one District Employee-Only HSA Contribution plus one District Family HSA Contribution for each full-time employee and District-employed spouse. Deposits will be made in separate HSAs per Internal Revenue Service (IRS) regulations, as follows:

Year	Employee-plus-One Coverage	Family Coverage
2021-2022	\$700.00 each	\$1,050.00 each
2022-2023	\$700.00 each	\$1,050.00 each

- d. Indexing:** Deductibles will be indexed in future years per IRS regulations, which may result in increases in the annual District HSA contribution.

- 7.3.2 On Layoff for the Following School Year:** The District will contribute into an HSA the following amounts for each paraprofessional who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance, and (3) on layoff for the following school year:

- a. Full-time and Part-time:** The same amount as determined in Section 7.3.1 per month will be deposited for the months of July and August.
- b. Returned to Work:** A paraprofessional who returns by September 30 will be made whole per Section 7.3.1.

- 7.3.3 Newly Hired:** In the school year first employed, the District will contribute into an HSA for each newly hired paraprofessional the amounts specified in Appendix C – District HSA Contribution for New Hires.

- 7.3.4 On Leave:** In the same manner as for active paraprofessionals, the District will contribute into an HSA for each paraprofessional who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance; and (3) on a Board-approved leave or a paid leave per this Contract.
- 7.3.5 Employee Contributions to HSA:** Paraprofessionals may contribute to their HSA as allowed by IRS regulations.
- 7.3.6 Hardship Advances:** When out-of-pocket medical expenses in a plan year exceed the District annual HSA contribution and your HSA account has no existing funds, paraprofessionals may ask for their remaining District HSA contribution in advance, provided they submit receipts or other documentation. Hardship cases will be determined on a case-by-case basis by the Executive Director of Human Resources.

7.4 Dental Insurance

- 7.4.1 Employee-Only Full-Time Monthly District Contribution:** For full-time paraprofessionals, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only comprehensive program.
- 7.4.2 Employee-Only Part-Time Monthly District Contribution:** For part-time employees, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only preventative program. Optionally, part-time paraprofessionals may buy-up to the District Dental Insurance employee-only comprehensive program, provided that they pay the difference through payroll deduction.
- 7.4.3 Family Comprehensive Program:** Full-time and part-time paraprofessionals may buy-up to the District Dental Insurance family comprehensive program, provided that they pay the difference through payroll deduction.
- 7.4.4 Spousal Monthly District Contribution:** For a full-time paraprofessional and spouse working full-time in the District who elect family comprehensive District Dental Insurance, the District will contribute two employee-only full-time contributions up to one hundred percent (100%) of the family comprehensive premium for District Dental Insurance, provided that they pay the difference through payroll deduction.

7.5 Life Insurance

The District will contribute the entire premium cost of the District Life Insurance Policy for all eligible paraprofessionals.

- 7.5.1 Amount:** Eligible paraprofessionals are insured to an amount equal to two (2) times annual salary rounded to the nearest one thousand dollars (\$1,000.00). Basic wages do not include pay for extra assignments.
- 7.5.2 Spouse and Dependents:** The paraprofessional's spouse and dependent children to age twenty-six (26) are insured for two thousand dollars (\$2,000.00) life insurance only.
- 7.5.3 AD&D – Employee Only:** The Policy will include an accidental death and dismemberment (AD&D) policy.
- 7.5.4 Additional Life Insurance:** Additional term life insurance is available through PERA to paraprofessionals through payroll deduction paid in full by the paraprofessional.

7.6 Long-Term Disability Insurance (LTD)

The District will contribute the entire premium cost of the District's Long-Term Disability Insurance Policy for eligible paraprofessionals as defined in Section 7.1.4.

- 7.6.1 Amount:** LTD Insurance purchased by the District will be based on income support of sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the paraprofessional's basic wage, as defined by the Policy.
- 7.6.2 Waiting (Elimination) Period:** Paraprofessionals who are disabled and absent from work for ninety (90) consecutive calendar days will convert to LTD on the first day of eligibility.
- 7.6.3 Exclusion for Pre-existing Conditions:** No benefits will be paid for disability due to a pre-existing condition, if the paraprofessional becomes disabled during the first twelve (12) months from Hire Date. A pre-existing condition is defined by the Policy.

- 7.6.4 Benefits:** Paraprofessionals who convert to LTD will not receive District wages, paid leaves, or vacation effective the first day of LTD eligibility until such time as the paraprofessional returns to active employment.
- 7.6.5 Use of Sick Leave:** Paraprofessionals may use accrued sick leave, if available, during the ninety (90) day waiting period, and thereafter.

7.7 Duration of District Insurance Contributions

Paraprofessionals are eligible for District contributions as provided in Section 7 while employed by the District and on paid status.

- 7.7.1 Medical Leaves Up to Twelve Weeks:** Paraprofessionals who are (1) unable to work, (2) on a District-approved medical leave, and (3) enrolled in the District Health/Hospitalization Insurance will be eligible for continuation of District insurance contributions for up to twelve (12) weeks from the date when their medical leave started.
- 7.7.2 Medical Leaves Up to Twelve Months:** Paraprofessionals who are (1) unable to work, (2) on a District-approved medical leave, (3) enrolled in the District Health/Hospitalization Insurance, and (4) qualified for LTD will be eligible for continuation of District insurance contributions for up to twelve (12) months from the date when their medical leave started.
- 7.7.3 Workers Compensation:** Paraprofessionals receiving workers compensation disability income benefits resulting from injury or illness incurred as employees of District will be eligible for continuation of District insurance contributions.
- 7.7.4 Termination:** Upon termination of employment, all District contributions for group insurance will cease on the last day of the month, except as provided for in retirement or by the insurance plans/policies.

7.8 Selection of Carrier

The District will make the selection of the insurance carrier and insurance policies.

7.9 Retirement Group Insurance

Retirees will be eligible for District group insurance as defined in Section 10 - Retirement.

**SECTION 8–
ABSENCES, LEAVES, VACATION, AND HOLIDAYS**

8.1 Sick Leave

Paraprofessionals working a minimum of three (3) hours per day accrue a day of sick leave commensurate with the hours worked per day and the months worked per year.

- 8.1.1 Accumulation:** Eligible paraprofessionals will earn sick leave at the rate of one (1) average workday for each month to a maximum annual accumulation of twelve (12) days. Unused sick leave is subject to unlimited accumulation.
- 8.1.2 Use of Sick Leave**
- a. Sick leave must be used in minimum amounts of one hour and must be used in full hour units. Employees may use sick leave for an illness or injury for themselves, and it may be used for an illness or injury of their children, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent for reasonable period of time as the employee's attendance may be necessary. Employees may use sick leave for themselves or those relatives listed above for safety leave as allowed under Minnesota Statute 181.9413. Additional protections for safety leave and pregnancy leave may apply as allowed under MN statute §181.9413 or MN statute §181.9414. Routine appointments should be scheduled outside of the workday.
 - b. For routine appointments that cannot be scheduled outside the workday, it is highly recommended that paraprofessionals schedule these appointments at the beginning or end of the workday.
 - c. Sick leave will be provided in the amount of the paraprofessional's average workday at the time of use.
- 8.1.3 Long-Term Disability (LTD):** Paraprofessionals may use accrued sick leave for LTD per Section 7.6.5.

8.2 Childbirth Leave

The District will grant up to five (5) paid days of childbirth leave for workdays that occur within seven (7) calendar days of the birth (the day of birth included) to paraprofessionals, spouses, and domestic partners, including any medical disability associated with childbirth which would normally be charged to sick leave. It will not be deducted from sick leave. After the first five (5) days, any period of leave for which the employee is medically disabled will be charged to the employee's earned and accrued sick leave. Per the Family & Medical Leave Act, any period for which the employee is not medically disabled will be charged to leave without pay.

8.3 Child Adoption Leave

The District will grant paraprofessionals up to a total of twenty (20) days of child adoption leave. The first five (5) days will be paid and not deducted from sick leave; the remaining days will be deducted from available sick leave or unpaid, if sick leave is exhausted. Adoption leave may include, but is not limited to: pre-adoption consultation, legal counsel, legal proceedings, and naturalization proceedings.

8.4 District-Approved Leave (formerly Emergency or Required Leave)

Subject to the prior approval of the District, paraprofessionals may be absent without loss of pay for reasons of required personal business, personal emergency, illness of an adult child, a spouse, parent, or other adult dependents, required legal appearances, or bereavement. Such absences will be at the discretion of the District, but will never be allowed for recreation, absence of personal choice, or for purposes that could be conducted outside the paraprofessional's scheduled workday.

8.4.1 Bereavement: Full pay for absences not to exceed one (1) day for non-immediate family or friends or two (2) days for out of state non-immediate family or friends shall be granted to eligible persons covered by this agreement. For immediate family, up to a total five (5) days may be granted for funeral and estate purposes. Immediate family will be defined as spouse, domestic partner, child, or the following kin of either the employee or employee's spouse: mother, father, sister, brother, guardian or grandparent

8.5 Earned Personal Leave

On July 1 of each year if eligible based on Hire Date listed in Appendix A (after approximately 1 year), paraprofessionals will qualify for one (1) day of paid earned personal leave per year, accumulating to a maximum of five (5) days. Requests to use earned personal leave will be granted on a first-come, first-served basis with no more than 10% of the building staff being allowed to use earned personal leave on a given day.

8.5.1 K-12 Blackout Days: Paraprofessionals may not use earned personal leave on the following blackout days: first student contact day of the school year, all professional development days offered to paraprofessionals, and last student contact day of the school year.

8.5.2 Other Programs: By March 1, the affected paraprofessionals and the program administrator will determine up to ten (10) blackout days for the next school year for programs not on the K-12 calendar.

8.5.3 Advance Notice: It is highly recommended that paraprofessionals apply for approval to use earned personal leave as far in advance as possible.

8.5.4 Short-Term Unpaid Leave: Paraprofessionals may be granted up to two (2) unpaid leave days per year without accumulation, provided that they use one (1) earned personal leave day for each unpaid leave day. The combination of unpaid leave and earned personal leave will not exceed a total of five (5) days per occurrence.

8.6 Vacation for 12-Month Paraprofessionals

Any paraprofessional scheduled to work two hundred fifty (250) days or more per year will earn ten (10) average workdays annually of paid vacation. Any paraprofessional scheduled to work two hundred forty (240) to two hundred forty-nine (249) days per year will earn five (5) average workdays a year of paid vacation.

Vacation may accumulate to a maximum of twenty (20) average workdays. Any days in excess of twenty (20) earned and accumulated as of August 1 each year will be lost. Further earning of vacation will be lost until the total falls below twenty (20). Paraprofessionals will not be eligible to use earned vacation during their probationary period. Vacation will be earned at the rate of .83 average workdays per month on a twelve-month basis not to exceed the annual maximum.

Vacation requires the prior approval of the administrative supervisor, may not be taken at times which are detrimental to the program, and will be provided in the amount of the paraprofessional's average workday at the time of use.

8.7 Leave of Absence without Pay

At the discretion of the District, paraprofessionals may be granted a leave of absence of up to one (1) year without pay or benefits. Return from leave will be to an available position within the same department and/or building as defined under Section 11.1.

8.7.1 Written District Notice: On or about January 15 of each year or no less than thirty (30) days from the scheduled date of return, the District will issue a written notice of reminder to all paraprofessionals on leave. Failure of written response confirming intent to return received in the Office of Human Resources within thirty (30) calendar days of the date of the District notice will constitute a voluntary resignation from employment.

8.7.2 Failure to Return to Work: Any paraprofessional who fails to return upon expiration of the leave will be voluntarily resigned from employment.

8.8 Family Leave

Childbirth, newborn childcare, or child adoption leaves will be granted under leave provisions of this Contract. Any period of leave for which the paraprofessional is medically disabled will be charged to the paraprofessional's earned and accrued sick leave and any period for which the paraprofessional is not medically disabled will be charged to leave without pay. This language will not in any way supersede the obligation of State or Federal law.

8.9 Absence under Workers Compensation

A paraprofessional compensated for absences under workers compensation will continue to receive full pay as long as the paraprofessional has available sick leave. Deductions from sick leave will be prorated based on the difference between workers compensation and the paraprofessional's full wage. While on paid status with the District, the paraprofessional will continue to accrue sick leave and will be eligible for District paid benefits.

8.10 Loss of Time Due to Assault or Threat

8.10.1 Assault: A paraprofessional absent from work as a result of an assault while acting in a capacity for the District will not be charged with a loss of sick leave or any other leave for the length of time required for recovery, nor for any reoccurrence thereof. An absence under workers' compensation will limit the obligation of the District to the difference between workers' compensation and the paraprofessionals' daily rate of pay as of the date of continuous absence. This paid leave will cease when the paraprofessional satisfies the qualifying period for long-term disability.

8.10.2 Threat: A paraprofessional absent from work as the result of a threat while acting in a capacity for the District will receive up to five (5) paid leave days. Such days will not be charged to sick leave or any other leave.

8.10.3 Police Report: In order to be eligible for this leave, the paraprofessional must file a police report regarding the incident precipitating the use of this leave.

8.11 Holidays

Paraprofessionals will receive eleven (11) days of holiday pay for the following days: Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday (or the last Friday of spring break, if school is in session on Good Friday), and Memorial Day.

8.11.1 Definition: A day of holiday pay will be an average workday, as defined in Section 3.3.

8.11.2 Eligibility: Paraprofessionals in positions assigned for no less than three hundred sixty (360) hours per year will be eligible for holiday pay.

8.11.3 Longevity Holiday: On July 1 of each year if eligible based on Hire Date in Appendix A (after approximately 5 years), paraprofessionals will receive one (1) additional day of holiday pay during spring break.

8.11.4 Holidays within Authorized Work Year: Paraprofessionals will be eligible for holiday pay for those holidays that fall within their authorized work year.

- 8.11.5 Labor Day:** Paraprofessionals will be eligible for holiday pay for Labor Day when they are scheduled to begin work the first week of school when students are present.
- 8.11.6 Leaves of Absence:** Paraprofessionals on leave of absence without pay will not receive holiday pay for days that fall within that period.
- 8.11.7 Newly Hired Paraprofessionals:** Newly hired paraprofessionals will not receive pay for holidays that occur before employment, except Labor Day as noted in Section 8.11.5.

8.12 Examinations

The District may request a physical or psychological examination, if there is evidence that the paraprofessional's capabilities have been impaired and there is a change in their condition since employment. The District will select the physician or psychologist and pay for the examination. Paraprofessionals experiencing repeated absences due to illness may be required to furnish medical proof of illness.

- 8.12.1 Long-Term Leave:** Paraprofessionals who fail to qualify for a position either physically or psychologically may request a one-year medical leave of absence. Paraprofessionals unable to return to work after a one-year medical leave of absence will be separated from employment, unless otherwise required by law.

SECTION 9 – WORKING CONDITIONS

9.1 Emergency School Closing

On a day when school is closed by the District due to snow or other adverse weather conditions, or equipment failure, paraprofessionals who are normally scheduled to work will be given that day off with pay or required to be on duty depending on the type of school closing. If required to report on a day when students are not in school, paraprofessionals will perform duties related to their positions. If a school closing is limited to a partial closing, paraprofessionals, at the discretion of the District, may be called to an alternative work site. In the event of a lost contract day, the District may establish another day in lieu thereof when the paraprofessional will perform his/her regular duties.

9.2 Paid Break Time

A fifteen-minute (15-minute) paid break will be allowed in each four (4) hour segment of an eight (8) hour day. Paraprofessionals, working more than a four (4) hour day but less than an eight (8) hour day, are allowed one fifteen-minute (15-minute) break.

9.3 Duty Free Lunch

A thirty consecutive minute (30-minute) unpaid duty free lunch will be provided to each paraprofessional who works six (6) or more hours in a day.

9.4 Workshop Prior to Start of School

Unless excused without pay by their administrator, paraprofessionals will normally be expected to work with pay prior to the start of the school year on the workshop day scheduled for the all-District employee meeting. The District or the administrator may require other days during the workshop week. Such required days will be with pay.

9.5 Continuing Employment

Paraprofessionals will be assumed as continuing in hours and terms of employment unless disrupted by action and notice of the District. The District retains the right to reduce or add to the hours of employment of the work year of the paraprofessional so long as any reduction or termination is effective following written notice of no less than thirty (30) calendar days. This requirement of notice will not apply to termination for cause.

9.6 Probationary Period

During the probationary period, the District will have the unqualified right of discharge without appeal. The probationary period for paraprofessionals will be one hundred twenty (120) working days for new employment and re-employment following a Break in Service (as defined in Section 3.5).

9.6 Notification of Aggressive/Violent Students

Upon student placement, the District will notify paraprofessionals working directly with the student about known behavior history.

**SECTION 10 –
RETIREMENT****10.1 District 403(b) Plan (Tax-Sheltered Annuity)**

Upon employment, paraprofessionals are eligible to participate in the District 403(b) plan without a District match, if authorized to work for no less than twenty (20) hours per week.

10.1.1 District Match: In addition, on July 1 of each year when eligible based on Hire Date in Appendix A (after approximately 5 years), the District will match the contributions of eligible paraprofessionals up to a maximum annual District contribution of two percent (2%) per year of paraprofessional annual wages.

10.1.2 Supplemental: Paraprofessionals who are not eligible for the District match may contribute to a 403(b) as allowed by District policy. Such contributions will be deducted from wages with the entire cost paid by the paraprofessional.

10.1.3 Legal: The 403(b) plan and District match will be subject to all applicable state and federal laws, rules and regulations.

10.2 Retirement Group Insurance

Eligibility of the retired paraprofessional, spouse, and dependents for continued participation in the District health/hospitalization insurance and dental insurance will be determined by applicable state and federal law.

10.2.1 District Contribution to Health/Hospitalization Insurance in Retirement: Upon retirement if eligible based on Hire Date in Appendix A (after approximately 15 years), paraprofessionals who are at least age fifty-five (55) years at time of retirement will be eligible for District paid contributions toward health insurance in retirement of one hundred dollars (\$100.00) per month for employee-only coverage and one hundred fifty-two dollars (\$152.00) per month for employee-plus-one or family coverage. The retired paraprofessional will pay the balance of the premium cost.

- a. **Basis:** Paraprofessionals will be eligible for the District contribution based on the coverage elected in the last one (1) year preceding retirement.
- b. **Duration:** Eligibility for the District contribution will cease when the retired paraprofessional reaches Medicare eligibility.
- c. **Notification of Retirement:** To be eligible for the District contribution, paraprofessionals must provide written notice of retirement thirty calendar (30) days prior to retirement, unless the District waives this requirement.
- d. **Termination:** No paraprofessionals terminated for cause will be eligible for the District contribution.

10.2.2 Level of Benefits: Retired paraprofessionals will receive the same level of benefits each year as current paraprofessionals actively employed.

**SECTION 11 –
LAYOFFS****11.1 Special Education and Community Education**

For purposes of Section 11, Student Services and Community Education will be considered buildings.

11.2 Seniority Date

“Seniority Date” is defined as the first paid day of work in a position covered by this Paraprofessional Contract without a Break in Service, excluding temporary and substitute employment (as defined in Section 3.5). Seniority Date may differ from Hire Date.

11.2.1 First Tiebreaker: If two or more paraprofessionals have the same Seniority Date, the paraprofessional with the most total annual hours authorized as paraprofessionals will be considered the most senior.

11.2.2 Second Tiebreaker: If two or more paraprofessionals have the same Seniority Date and the same total annual hours authorized as paraprofessionals, the paraprofessional with the lower District employee number will be considered the most senior.

11.3 Order of Reduction

In the event it becomes necessary for the District to reduce the work force and to place paraprofessionals on layoff for reasons other than cause, layoffs will occur by order of least senior within a building and position title as defined in Appendix B.

11.3.1 Bumping: There will be no bumping between position titles or between buildings.

11.3.2 Reduction in Hours: A reduction in hours will be considered a layoff.

11.3.3 Open Positions: Based on seniority, those identified for layoff will be allowed to choose from open positions at that time. If a position opens up later in the year, the paraprofessional will need to post for the position.

11.4 Recall Rights

11.4.1 Current Information: The paraprofessional with recall rights will be responsible to maintain a current telephone number and address with the Office of Human Resources.

11.4.2 Vacancy: The District will retain the right to reassign existing paraprofessionals within a building prior to any position being declared vacant and available for recall.

11.4.3 Right to Return: A paraprofessional with recall rights will retain a right to return to the first vacant position in the same position title that is equal to the paraprofessional's previous workday and work year.

11.4.4 Recall Offers: A paraprofessional with recall rights will be granted one recall refusal. The paraprofessional will be obligated to accept the second recall offer.

11.4.5 Verbal Notice: If a paraprofessional with recall rights fails to respond to a verbal recall offer within thirty-six (36) hours, the lack of response will constitute a recall refusal.

11.4.6 Written Notice: If the District is unable to verbally contact the paraprofessional with a recall offer within thirty-six (36) hours, a letter will be sent to the current address of record on file with the District. Failure to respond within five (5) working days of the date the letter was mailed will constitute a recall refusal.

11.4.7 Recall Refusal: A recall refusal to employment in a position other than one equal to the paraprofessional's previous workday and work year will not constitute a recall refusal.

11.4.8 Acceptance of Another Position

- a. Acceptance of a lesser position within the laid-off paraprofessional's previous position title will continue the paraprofessional's recall rights to full employment within the position title.
- b. Acceptance of a position with enhanced annual hours will constitute a recall.
- c. A paraprofessional with recall rights who applies for a position outside of the paraprofessional's position title and who is successful in obtaining the position will lose all further recall rights.

11.4.9 Length: After two (2) years of recall rights without full return to employment, all recall rights will expire.

SECTION 12 – GRIEVANCE PROCEDURE

12.1 Informal Issue Resolution

When issues arise between the Federation and the District, any party may initiate informal discussion to explore understanding and potential issue resolution.

Such discussion may include, but will not be limited to, issues that may ultimately be addressed under the grievance procedure of this Contract.

12.1.1 Admissibility: Attempts at issue resolution by any party under these informal proceedings will not be admissible in a grievance proceeding nor will the outcome form the basis of adding to, expanding, modifying or interpreting this Contract except as is set forth in written agreement between the parties to this Contract and/or to the extent that the outcome is ultimately judged a past practice which interprets the intent of the parties as set forth in the standards of Elkouri and Elkouri.

- 12.1.2 Extension of Timelines:** The use of these informal issue resolution procedures will provide the basis for extending the timelines for initiating a formal grievance:
- When the issue or a posting of the issue is ultimately judged to be grievable under the definition of Section 12; and,
 - When there is clear and demonstrable knowledge of both the designated representative of the Federation and the Executive Director of Human Resources that informal procedures are being used as a first resolution step in an issue that may ultimately be deemed grievable.
- 12.1.3 Participation:** Participation in these procedures will not prejudice the position of either party as to the grievability or non-grievability of the issue.
- 12.1.4 Representation:** Representation of the Federation and the District to participate in informal resolution proceedings will be as determined by each party.
- 12.1.5 Initiation of Formal Grievance:** Commencing of the formal grievance timelines of this Contract may be initiated by either party at any time during the informal proceedings. The filing of a formal grievance form at any time during the informal procedure by the Federation will initiate the grievance procedures and timelines.

12.2 Grievance Procedure

12.2.1 Grievance Definitions and Interpretations

- Grievance:** A "Grievance" is an alleged violation, misinterpretation, or misapplication of the terms and condition of this Contract.
 - Days:** Reference to "day" regarding time periods will be any calendar day excluding Saturdays, Sundays and legal holidays.
 - Time Limits:** Time limits specified in this Contract will be strictly adhered to and may only be extended by mutual agreement. Failure of the Federation to file a grievance or to appeal a grievance decision within the time limits will constitute a waiver of the grievance. Failure of the District to respond within the time limit will constitute a denial of the grievance.
 - Computation of Time:** In computing any period of time in this procedure, the date of the act, event, or default will not be included. The last day of any time period will end at the close of District office hours; however, a United States Postal Service postmark prior to 12:00 midnight of the final day will be deemed timely.
- 12.2.2 Filing of Grievance:** A valid filing of a grievance will be submitted in writing within twenty (20) days of the date the grievant knows or should have known of the act or event which forms the basis of the grievance. The grievance form will be submitted to the Level One immediate supervisor with a copy to the Executive Director of Human Resources. The written grievance form will include all relevant information, including, but not necessarily limited to:
- Name(s) of the grievant
 - Description of the grievance act or event
 - Date of occurrence
 - The specific section of the Contract alleged to have been violated, misinterpreted, or misapplied
 - The relief sought
 - Date of filing
- 12.2.3 Initiating Level:** Normally, the grievance will be initiated at Level One with the immediate supervisor. However, to expedite issues that require a District-wide perspective for resolution, with the mutual agreement of the Federation and the District the grievance may be initiated at any level of the proceedings.
- 12.2.4 Level One – Immediate Supervisor:** Within ten (10) days of receipt of the grievance, the immediate supervisor will issue a written response to the grievant, with copies to the designated Federation representative and to the Executive Director of Human Resources.
- 12.2.5 Level Two – Superintendent/Designee:** In the event the grievance is not resolved at Level One, the grievance may be appealed to the Superintendent/designee Level, provided such appeal is made in

writing within five (5) days of receipt of the Level One decision. Within fifteen (15) days after the grievance has been filed at Level Two, the Superintendent/designee will issue a written Level Two grievance response.

12.2.6 Level Three – Arbitration: In the event that the grievance is not resolved the grievant may submit to arbitration as defined herein.

- a. A grievance submitted to arbitration will be filed with the Bureau of Mediation Services within ten (10) days of receipt of the Level Two District grievance response, with a copy to the Executive Director of Human Resources.
- b. The issue as submitted to the Bureau and the arbitrator will be restricted to the grievance issue as defined by this Contract or as reviewed by the District and the grievant(s) in the grievance proceedings under this Contract.
- c. The procedures for selecting an arbitrator and for the arbitration proceedings will be under the rules as established by the Bureau of Mediation Services.
- d. Each party will bear its own expense in connection with the arbitration. The parties will share equally fees and expenses of the arbitration.
- e. The decision by the arbitrator will be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly presented will be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided in PELRA.
- f. The arbitrator will 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 will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor will the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which will include but are not limited to such areas of discretion or policy as the functions and programs of the employer; its overall budget, utilization of technology, the organizational structure, selection and direction and number of personnel. In considering any issue in dispute, and in issuing an order for same, the arbitrator will give due consideration to the statutory rights and obligations of public school boards to efficiently manage and conduct their operations within the legal limitations surrounding the financing of such operations.

12.2.7 Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Contract, will immediately thereupon waive any and all rights to pursue a grievance under Section 12. Upon instituting a proceeding in another forum as outlined herein, the Federation will waive the right to initiate a grievance pursuant to Section 12, or, if the grievance is pending in the grievance procedure, the right to pursue it further will be immediately waived. Section 12 will not apply to actions to compel arbitration as provided in this Contract or to enforce the award of an arbitrator.

SECTION 13 – DURATION

13.1 Term and Reopening Negotiations

This Contract will remain in full force and effect for a period commencing July 1, 2021, through June 30, 2023 and thereafter according to law.

13.2 Effect

This constitutes a full and complete Contract between the District and the Federation. The provisions herein relating to terms and conditions of employment supersede any and all prior contracts, resolutions, practices, District policies, rules or regulations concerning terms and conditions inconsistent with these provisions.

13.3 Effect of Law

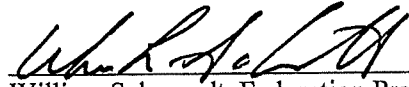
Should any part of this Contract be prohibited under state or federal law, that portion of this Contract will be voided without effect on any other portion of this Contract.

BLOOMINGTON PARAPROFESSIONAL CONTRACT

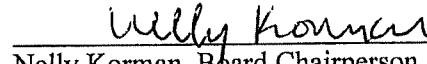
July 1, 2021– June 30, 2023

FOR: *Bloomington Federation of Paraprofessionals*
Local #4399

FOR: *Independent School District No. 271*
Bloomington Public Schools



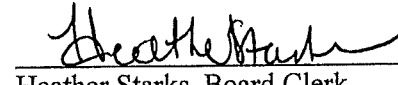
William Schwandt, Federation President / Chief
Negotiator



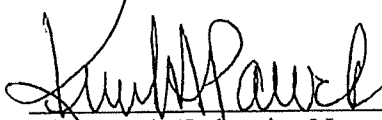
Nelly Korman, Board Chairperson



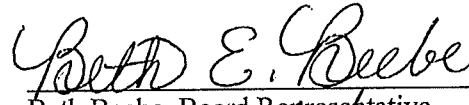
Darringer Funches, Federation Treasurer & Negotiator



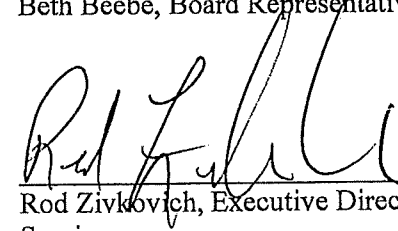
Heather Starks, Board Clerk



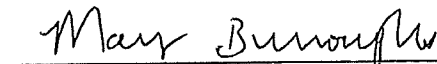
Kim Pawek, Federation Negotiator



Beth Beebe, Board Representative



Rod Zivkovich, Executive Director - Business
Services



Mary Burroughs, Executive Director – Human
Resources

**SCHEDULE A -
2021-2022
PARAPROFESSIONAL WAGE SCHEDULE**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
Class I	16.90	17.16	17.42	17.93	18.14	19.42	19.92	20.42	20.92
Class II	18.04	18.12	18.18	18.51	19.78	21.17	21.67	22.17	22.67
Class III	18.44	18.70	18.95	19.47	20.81	22.23	22.73	23.23	23.73

**SCHEDULE B -
2022-2023
PARAPROFESSIONAL WAGE SCHEDULE**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
Class I	17.24	17.50	17.76	18.29	18.51	19.81	20.31	20.81	21.31
Class II	18.40	18.49	18.55	18.88	20.18	21.59	22.09	22.59	23.09
Class III	18.81	19.07	19.33	19.85	21.22	22.68	23.18	23.68	24.18

**See Section 6.4 - Longevity Pay.*

**APPENDIX A -
ELIGIBILITY BASED ON HIRE DATE**

Your Hire Date: _____

Based on Hire Date, paraprofessionals are eligible for the following benefits per this table:

Paraprofessional qualifies for benefit below:		Effective July 1, 2021, if Hire Date is before:	⁽¹⁾ Effective July 1, 2022, if Hire Date is before:	⁽²⁾ Approximate Years to Qualify
Section 6.4 - Longevity	10L	January 1, 2012	January 1, 2013	10
	15L	January 1, 2007	January 1, 2008	15
	20L	January 1, 2002	January 1, 2003	20
Section 8.5 - Earned Personal Leave		January 1, 2021	January 1, 2022*	1
Section 8.11.3 - Longevity Holiday		January 1, 2017	January 1, 2018*	5
Section 10.1.1 - 403(b) Match (20 hours or more)		January 1, 2017	January 1, 2018*	5
Section 10.2.1 - District Contribution to Health/Hospitalization Insurance in Retirement (Minimum age 55) (Part-time & Full-time)		January 1, 2007	January 1, 2008*	15

Notes:

(1) Should a successor contract not be reached upon expiration of this Contract, the dates marked with an asterisk* will advance one year on an annual basis.

(2) For paraprofessionals hired mid-year in a school year, refer to Hire Date.

**APPENDIX B -
PARAPROFESSIONAL
CLASSIFICATIONS & POSITION TITLES**

Class	Position Title	Department
I	Classroom Support/Family Center Paraprofessional	Community Education
I	Classroom Support/SHAPE Paraprofessional	Community Education
I	Student Monitor Paraprofessional	Building
II	Due Process Paraprofessional	Student Services
II	Instructional Support/Career Center Paraprofessional	Building
III	Building/Parking Lot Supervisor Paraprofessional	Building
III	Tech Support Paraprofessional	Building
III	Instructional Assistant Paraprofessional	Building/Community Education
III	Instructional Assistant Paraprofessional (2 nd language required)	Building
III	Program Management Support Paraprofessional	Student Services
III	Quiet Room Monitor Paraprofessional	Student Services

Notes:

- (1) List was current as of 12/02/21
 (2) Classifications and position titles are subject to change.

**APPENDIX C -
DISTRICT HSA CONTRIBUTIONS FOR NEW HIRES**

Employee-Only Coverage: The total district HSA contribution for new full-time hires for 2021-2022 will be a maximum of seven hundred dollars (\$700.00). Part-time employees will receive half of full-time district contribution (\$350.00). The total district HSA contribution for new full-time hires for 2022-2023 will be a maximum of seven hundred dollars (\$700.00). Part-time employees will receive half of full-time district contribution (\$350.00.) These figures are based on a full year schedule. Those hired after January 1st of any school year will receive a pro-rated amount based on their hire date.

Employee+1 and Family Coverage: The total district HSA contribution for new full-time hires for 2021-2022 will be a maximum of fourteen hundred dollars (\$1,400.00). Part-time employees will receive half of full-time district contribution (\$700.00). The total district HSA contribution for new full-time hires for 2022-2023 will be a maximum of fourteen hundred dollars (\$1,400.00). Part-time employees will receive half of full-time district contribution (\$700.00). These figures are based on a full year schedule. Those hired after January 1st of any school year will receive a pro-rated amount based on their hire date.

MEMORANDUMS OF UNDERSTANDING**PARAPROFESSIONAL CREDENTIAL**

In 2010, the Minnesota Board of Teaching approved Minnesota Rule 8710.9000 – Voluntary Credential for Education Professionals, specifying that the Board of Teaching grant a credential to applicants who meet all requirements of the Rule. Paraprofessionals holding a credential under this Rule are recognized by the state of Minnesota as having demonstrated additional training and preparation in competencies to assist a licensed teacher in providing student instruction for any state and federally funded birth through grade 12 programs, including transition programs.

In order to be granted the credential, a paraprofessional will submit documentation to the Board of Teaching, verifying:

1. 60 clock hours of training reflecting each of the nine competency areas;
2. A minimum of two consecutive years of service in the same school district as a paraprofessional; and
3. Passage of a state-approved examination in reading, writing, and mathematics for paraprofessionals.

The Federation and the District agree to establish a exploratory committee to study the credential, a renewal system, stipends, wages, and responsibilities as related to this credential before start of the 2017-19 negotiations and bring back recommendations, if any, to the respective negotiation teams. The District will establish a five thousand dollars (\$5,000.00) budget for stipends, as determined by the committee, to be paid to paraprofessionals who, as a pilot study, engage in the process of obtaining this new credential.

This study will be started in January 2018 and be completed by April 1, 2019 with recommendations to the respective negotiation teams before the start of negotiations for the 2019-21 Contract. This Memorandum of Understanding will expire upon ratification of the 2019-21 Contract, unless renewed by the Federation and the District.

PRESIDENT RELEASE TIME

WHEREAS, the Federation and the District continue to explore ways to work cooperatively and collaboratively to benefit the Paraprofessional of the District; and

WHEREAS, the Federation and the district recognized that the Federation President plays a vital role in expanding the cooperation and collaboration both organizations seek; and

WHEREAS, the Federation and the District recognize that conducting the duties of the Federation President is a time-consuming endeavor.

NOW, THEREFORE, the Federation and the District agree to the following:

Beginning 19-20, the Federation President will be entitled to 3 hours release time without loss of pay, benefits, retirement pay, or seniority, in order to conduct duties as president.

1. The Federation will reimburse the District \$5000.00 per school year for the President release time. The district will bill the Federation no earlier than April 15th and no later than May 1st with payment due by May 31st of the school year.
2. The decision by the Federation and the Federation President to take release time to conduct the duties of president is voluntary on the part of the Federation and the Federation President.
3. The Federation will be responsible for providing the Federation President with office space, clerical support. However, the district will endeavor to provide office space for the Federation President, provided available space exists in the District. The District will provide a list of potential office space available, and given a two weeks' notice prior to eviction of the current space. The President will be given five (5) days to respond with choices of space.
4. Should the Federation President decide not to pursue continued release time, they will be returned to the current position that they vacated while conducting duties as president.

OVERPAYMENT/UNDERPAYMENT

The District and Federation acknowledge that while every effort is made to avoid payroll errors, they do occur. The District and the Federation agree every effort will be made to resolve the error using the following guidelines:

1. If more than two years have passed, neither the employee or the District can recoup any under or over payment.
2. Underpayment: When it is discovered that a paraprofessional was underpaid, the paraprofessional will contact payroll. Once underpayment is confirmed, the District will issue the difference to the paraprofessional at the next processed payroll.
3. Overpayment: When it is discovered that a paraprofessional was overpaid, a payment plan will be developed to repay the funds. Regardless of fault, the paraprofessional will receive the option of writing a check to the district or having the funds collected through payroll deductions. The paraprofessional will need to pay back the overpayment over the course of one year, but no less than \$75.00 per check.

LABOR MANAGEMENT COMMITTEE

The District and the Federation agree that it is in the best interest of both to meet and discuss areas of concern or ideas for ways to improve what we are already doing. Therefore, beginning the District and the Federation will meet up to three (3) times during the school year to discuss relevant work-related issues as needed. Each team will select an individual to co-chair the committee. Each co-chair will appoint two other members of their choosing. Either party can determine that a meeting is not necessary, if both parties agree. This forum does not replace negotiations of contractual issues and is non-binding. Topics will include the following, and others may be added as necessary by either party:

- Sick Bank
 - District Approved Leave
 - Bereavement
 - District Approved Leave Committee
 - Workers Compensation
 - Professional Development
 - Orientation
 - Evaluation Form
 - Distance Learning Days
 - Market Value and Comparable Contracts
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