

CONTRACT FOR

2008 – 2010

BETWEEN

INDEPENDENT SCHOOL DISTRICT #535

AND

MSEA - PARAPROFESSIONALS

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**INDEPENDENT SCHOOL DISTRICT #535
MINNESOTA SCHOOL EMPLOYEES ASSOCIATION - PARAPROFESSIONALS
2008 - 2010 CONTRACT**

ARTICLE I - RECOGNITION

The Board hereby recognizes the Minnesota School Employees Association - Paraprofessionals of Rochester as the sole and exclusive bargaining agent for all positions classified by the District as all paraprofessionals, paraprofessionals/monitors, and monitors, employed by Independent School District #535, Rochester, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding interns and all other employees. The term "para" when used hereinafter shall refer to all paraprofessionals represented by the Minnesota School Employees Association - Paraprofessionals of Rochester in the bargaining unit as defined above. When used hereinafter, the term "District" shall refer to the School Board and/or the appropriate level of decision making within the Administrative structure.

ARTICLE II - ACTIVITIES OF PARAPROFESSIONALS: DEFINITIONS

- 2.1 Activities of Paraprofessionals (Those listed will vary with the needs)
- A. All types of clerical work (typing, alphabetizing, filing, correcting objective materials, checking library books, distributing textbooks and workbooks, recording marks, putting work on board).
 - B. Operation of duplicating machines and audiovisual machines.
 - C. Resource center assistance, computer lab assistance, library assistance, playground supervision, hall supervision, cafeteria supervision, art projects, procuring art supplies, setting up science experiments, preparing bulletin board displays, club activities.
 - D. Making tapes, transparencies, dittos.
 - E. Assisting with activities designed to reinforce learning with individual students and small groups of students (mathematic drills, vocabulary drills, flash cards, independent study, spelling words, play rehearsals).
 - F. Assisting, as special skills are evident, in the specialized areas of science, mathematics, English, music, social studies, library, etc.
 - G. Helping students with wraps and attending to any personal needs which they may have.
 - H. Such other activities that are required by the job and are not in conflict with Section 2.2.

2.2 Activities Not to be Performed by Paraprofessionals

- A. Conducting a class.
- B. Constructing tests.
- C. Grading themes and subjective tests.
- D. Professional responsibilities of libraries, resource centers, computer labs, and other similar learning centers.
- E. Establishing rules and enforcing compliance of them is not the responsibility of paraprofessionals. A para may reprimand a student who is not complying with the established rules of the school. If the student chooses to disregard the reprimand, the need for further action shall be brought to the attention of the appropriate teacher or administrative supervisor.

2.3 All positions covered by this agreement shall have a task analysis statement on file. A summary of the tasks shall be included as descriptor on position postings under Article 5.5.

2.4 Temporary positions and employees.

- A. Any position calling for the performance of duties as a paraprofessional which the District either (1) limits to one school year or less due to educational needs or programs, or (2) is uncertain as to its funding for a duration of time that does not exceed one school year shall be defined as a temporary position for the purposes of this Agreement. A unit member who holds a temporary position shall be defined as a temporary employee with rights and benefits as defined in this Agreement. A position that extends into the second school year shall be defined as a regular position.

ARTICLE III - MANAGEMENT RIGHTS

3.1 The District retains all rights to manage and direct the operations and employees of the District to the full extent of its statutory authority except as modified and limited by the express agreements of the District as set forth in the specific terms of this negotiated Master Contract. The right to manage and direct unless otherwise limited by the terms of this Master Contract shall include, but not be limited to:

- A. The management and control of all properties, facilities, equipment, and materials of the District.
- B. The right to hire all employees, determine qualifications and conditions for employment and continued employment, assignment or reassignment and transfer for all employees.

- C. The right to determine duties and responsibilities for all employees during duty hours.
- 3.2 The Association 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 of the District as budget; utilization of technology; organizational and administrative structure; selection, direction and number of personnel; scheduling and assignment of students; course offerings; course content; as well as other areas of discretion and authority necessarily reserved to that of the District in order to carry out its primary obligation to provide educational opportunities for the students of the District.
- 3.3 The foregoing enumeration of rights and responsibilities shall not be deemed to exclude other management rights and functions not expressly reserved herein. The exercise of management duties and responsibilities by the District; the adoption of policy, rules and regulations in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this agreement and the laws and regulations which govern the operations of the District.

ARTICLE IV - EMPLOYEE RIGHTS

- 4.1 Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment so long as the same is not designed to and does not interfere with the faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.
- 4.2 Right to Join: Employees shall have the right to join labor or employee organizations and shall have the right not to join such organizations.
- 4.3 A. Requests for Dues Check-off: Employees shall have the right to request and be allowed dues check-off for the exclusive representative pursuant to P.E.L.R.A. of 1971, as amended. Upon receipt of a properly executed authorization from the employee, the District shall deduct from the employee's paycheck in ten (10) monthly deductions (September through June) the dues the employee has agreed to pay to the exclusive representative. Deductions authorized by the paraprofessional employed after the commencement of the school year shall be appropriately prorated to complete payment by the following June. Deductions may only be terminated between June 1 and August 31 by the employee by giving written notice to that effect to the District Office of Human Resources with a copy to the exclusive representative.

- B. The District agrees to remit these dues and/or fees to the MSEA - Paraprofessionals of Rochester once each month. An alphabetical list of paraprofessionals for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the MSEA - Paraprofessionals of Rochester.
 - C. Paraprofessionals who terminate their employment in the District during the year and who have authorized payroll deductions shall have any balance due to MSEA - Paraprofessionals of Rochester deducted from their last check.
- 4.4
- A. Fair Share Fee: In accordance with P.E.L.R.A. of 1971 as amended, any paraprofessional included in the appropriate unit who is not a member of the exclusive representative, may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The employer shall deduct said fair share fee from the salary of any employee so required to contribute such a fair share fee on the same basis as the dues check-off.
 - B. The exclusive representative agrees to notify the employer as to the names of the employees in the appropriate unit who are not members of the exclusive representative and from whom the fair share fee shall be collected. The employer may rely upon the information as furnished by the exclusive representative.
 - C. The exclusive representative agrees to notify the employer whenever any employee, subject to a fair share fee deduction, becomes a member of the exclusive representative, and no further fair share fee deduction for such employee will thereafter be made. Any dispute as to the status of the individual employee for the amount of such fair fee shall be solely between the exclusive representative and employee involved.
 - D. The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments, executions, or other forms of liability, liquidated or unliquidated, which any employee may have or claim to have now, or in the future, arising out of, or by reason of, the deduction of the fair share fee specified by the exclusive representative as provided herein.
- 4.5 All buildings will provide a bulletin board for the display of MSEA information for its members.

ARTICLE V - EMPLOYMENT PROCEDURES

- 5.1 Newly Hired or Rehired Employees of the District

- A. The probationary period for those employed four (4) or more hours per day shall be sixty (60) working days and for those paraprofessionals employed for fewer than four (4) hours per day, it shall be ninety (90) working days.
- B. At any time during the probationary period, the employment of the individual may be terminated or reassigned at the sole discretion of the District without recourse under this Agreement and without intervention by the exclusive representative. Probationary employees, however, shall have access to the grievance procedure of this Agreement relative to terms and conditions of employment except as to termination or reassignment.
- C. The parties agree that the probationary period is intended to give the District an opportunity to evaluate an employee's job performance. Accordingly, the parties agree that each day or partial day of excused absence during the probationary period shall extend the probationary period by the amount of time involved in the excused absence.

5.2 Probationary Period; Change of Classification

In addition to the initial probationary period, a paraprofessional transferred or promoted to a different seniority classification or position shall serve a new probationary period of thirty (30) working days in any such new seniority classification or position. During this thirty (30) day probationary period, if it is determined by the District that the para's performance in the new seniority classification or position is unsatisfactory, the District shall have the right to reassign the para to the former seniority classification or position. A para fulfilling the thirty (30) day probationary period shall maintain the right to representation of the MSEA - Paraprofessionals of Rochester. Paraprofessionals recalled from lay-off are not subject to the thirty (30) day probationary period.

5.3 Discipline

The District may discipline an employee for just cause only. Discipline may include, but is not limited to letters of reprimand, suspension with and without pay, and discharge. A paraprofessional shall be entitled to have present a representative of the MSEA - Paraprofessionals of Rochester when being investigated for misconduct, reprimanded, warned, or disciplined for any infraction of rules or deficiency in job performance, the nature of which may be serious enough to lead to the loss of position. When a request for such representation is made, no action shall be taken until such representation is present, or until five (5) working days have passed since the para was informed of the nature of the meeting.

- 5.4 An employee may review the employee's personnel file during normal business hours, obtain copies of anything in the file at the employee's expense, and submit material that the employee deems responsive to other material in the file for inclusion in the file.

- 5.5 A. The Office of Human Resources shall be responsible for including para vacancies in the present posting procedure except for the months of July and August. In July and August, para vacancies will be posted to the MSEA - Paraprofessionals of Rochester Membership Steward and to the office of the exclusive representative. The District will grant an interview to internal candidates who meet the minimum qualifications.
- B. The posting will include the pay level of the position.
- C. The district shall first attempt to fill a vacancy by recall of qualified paraprofessionals who are on the recall list. In the event the available position requires a definable skill (e.g.: typing) which is not possessed by the paraprofessional then the paraprofessional will not be deemed qualified.

5.6 Within ten (10) days of the date of employment, the Office of Human Resources shall be responsible for informing the MSEA - Paraprofessionals of Rochester Membership Steward of newly employed paraprofessionals.

5.7 Work Agreement

At the time of initial employment and on or about August 1 of each year, all paraprofessionals will be provided with a work agreement that describes the work assignment of the employee including the comparable worth classification of his/her position, rate of pay, hours per day, and number of days assigned per year.

5.8 In the event that an employee, except for temporary employees, voluntarily terminates employment from a bargaining unit position and is subsequently re-employed by the District under the bargaining unit within a time period of no greater than twelve (12) months after the date of termination, the employee shall be reinstated without loss of the employee's seniority as previously established under the bargaining unit.

At the discretion of the District:

- A. The paraprofessional may be reinstated without loss of benefits and the years of service credits earned and accumulated as of the date of termination.
- B. The paraprofessional may be reinstated without having to serve a new probationary period, notwithstanding any other provision to the contract.

ARTICLE VI - SENIORITY, LAYOFF, AND RECALL

- 6.1 A. Seniority shall be defined as the first day of continuous employment in the District in the performance of bargaining unit work except for temporary positions following official Board employment action.

For the purposes of rights of layoff and recall seniority classification shall be by position classifications of elementary, secondary, or student support services paraprofessional as determined by the classification of the paraprofessional's position at the time of layoff.

- B. A seniority list will be updated annually and provided to the association by January 15th. To be eligible for the seniority list the member must have completed their probation. The seniority list will be posted in each building. Any member who disagrees with their placement on the seniority list will have 30 days from the date of posting to initiate a challenge through contact with the Human Resources office.

6.2 Displacement (Spring Staffing Only)

- A. Displacement occurs when a paraprofessional's position no longer exists at the paraprofessional's current location. As a function of the spring staffing process, the District will offer paraprofessionals the opportunity to participate in a selection process that is based on seniority.

- All displaced special education paraprofessionals will be invited to the displacement meeting.
- All available paraprofessional positions will be listed at that time.
- Paraprofessionals will select their priority of a position based on seniority.
- A paraprofessional is eligible for a position at the current band and grade and the same or fewer hours and days as their current position.
- A paraprofessional is not required to accept a position in a lower band and grade or fewer hours and days.
- The District shall reassign, to any remaining available positions, any paraprofessionals who do not make their choice as part of the displacement process.

- B. All reassignments of displaced paraprofessionals will require an informal interview between the paraprofessional and the principal. The final

decision will be determined by recommendation of the principal to the Director of Human Resources.

6.3 Layoff

- A. In the event it becomes necessary for the District to discontinue or reduce in number of hours, paraprofessional positions, layoff or reduction shall be by order of least senior within a building job group. Job group shall be defined by the District task analysis band/grade classification. In the event two or more paraprofessionals share the same seniority date, the tie shall be broken in the following order: district-wide para seniority, district-wide seniority, the last two (2) digits of the employee's social security number, the higher number shall be considered the most senior. Once the tie is broken, the relative seniority ranking shall remain constant for the duration of the affected employee's term of employment.
 - 1. There shall be no bumping across job groups or between buildings.
 - 2. The District shall consider special education paraprofessionals as a building.
- B. A paraprofessional being placed on layoff or on reduced employment in lieu of voluntary layoff shall be provided no less than thirty (30) calendar days of written notice.
- C. A paraprofessional who has sufficient seniority within a job group to avoid layoff and whose position has been reduced in number of hours worked, shall have the option of remaining in the position, provided the employee has the first option on additional hours to restore the employee to his/her previous work day and work year.

6.4 Recall

- A. Recall shall be by order of seniority within the district-wide job group. Should there be no paraprofessional with right of recall within the job group, recall shall be by order of seniority within the unit, provided the employee has the definable skill for the position.
- B. An employee on layoff based on a reduction in force shall retain a right to return to the first vacant position by job group which is equal to the employee's previous work day and work year, provided the employee meets the definable skills for the position. An employee who accepts a return to a position of lesser hours retains the right to restore his/her hours to the previous level based on seniority, provided the hours fit within the employee's assignment and not to exceed forty (40) hours per week. An employee on layoff may request a transfer to another job group, provided no other employees are on a layoff status within the job group and the employee has the definable skills for the position.

- C. The employee with rights of recall shall be obligated to accept the first offer of recall which constitutes full recall to employment as defined in 6.3B above. However, under unusual hardship, at the request of the layed off employee, the District may grant one refusal of recall.
- D. Upon receipt of a written and/or verbal notice of recall, a paraprofessional shall be provided reasonable time to accept or reject recall. Rejection of recall or failure to respond to a written notice of recall within fifteen (15) calendar days shall result in loss of rights of employment.
- E. In the event the available position for recall requires a definable skill (e.g.: typing) which is not possessed by the paraprofessional with rights of recall, subject to mutual agreement between the para and the District, recall may be rejected by the para without loss of future recall rights except under 6.3F below.
- F. A paraprofessional placed on layoff who has not been returned to employment within twenty-four (24) months following the last day of work prior to layoff shall forfeit all rights of return to employment.

ARTICLE VII - SALARY SCHEDULE

- 7.1 All paraprofessionals shall be paid according to the attached schedule, Appendix "A". Any para who works ninety (90) or more working days during the preceding year shall receive credit for one (1) year's experience. A para whose position is assigned to a new classification or who is assigned to a different position in another classification will take his/her experience credit with him/her into that new classification.
- 7.2 If negotiations for a successor contract are not completed at the commencement of the 2010-2011 school year, paraprofessionals shall continue to be paid the 2009-2010 rate of pay until a successor contract is ratified by the parties and fully implemented, at which time, the successor contract shall govern a paraprofessional's compensation effective as of July 1, 2010.
- 7.3 Any paraprofessional required to work more than forty (40) hours per week shall be compensated at a rate of one and one-half (1-1/2) times that para's hourly rate. Overtime must have the prior approval of the para's administrative supervisor, and/or designee. A para may not be required to work beyond his/her regularly scheduled hours.
- 7.4 Time worked in excess of an employee's normal schedule may be banked to the employee's credit up to a maximum of twenty (20) hours or an amount not to exceed the employee's regularly scheduled workweek, at the employee's request. An employee may, with the supervisor's approval, use banked time as paid time off. The employer shall pay for unused banked time at the end of each school year or earlier by mutual consent of the employer and the employee at the

employee's then current rate of pay. Hours worked up to forty (40) hours in a week will be compensated on an hour for hour basis.

- 7.5 Paraprofessionals will receive the following payment beginning with the anniversary date of their employment and based on the indicated number of years of employment as a paraprofessional: \$300 after completing 12-14 years, \$600 after completing 15-19 years, \$900 after completing 20-24 years and \$1,200 after completing 25+ years. This longevity payment is in addition to the appropriate wage as provided by the wage schedule and is prorated if the anniversary date of employment is after the beginning of the contract year.

ARTICLE VIII - HOLIDAYS

8.1 Eligibility

Holidays for eligible twelve (12) month employees:

- | | |
|------------------------------|---|
| A. Independence Day | F. December 25th |
| B. Labor Day | G. January 1st |
| C. Thanksgiving Day | H. Presidents' Day or
Martin Luther King Day |
| D. Day after Thanksgiving | I. Memorial Day |
| E. December 24 th | |

8.2 Holidays for less than twelve-month employees:

- | | |
|---------------------------|---|
| A. Thanksgiving Day | C. President's Day or
Martin Luther King Day |
| B. Day After Thanksgiving | D. Memorial Day |

- 8.3 When the holiday falls on Saturday, the Friday before shall be granted as the holiday. When the holiday falls on Sunday, the Monday following shall be granted as the holiday.

- 8.4 Employees on an erratic or daily part-time work schedule shall be paid for the holiday based on the normally scheduled work hours for the position on the District's last workday immediately preceding the holiday.

- 8.5 Notwithstanding 8.4 above, the school district reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof, including those legal holidays on which the school district is authorized to conduct school and has done so.

ARTICLE IX - VACATION

9.1 Eligibility

Employees in positions, except for temporary positions, which are scheduled as twelve (12) month positions are eligible for paid vacation.

9.2 Vacation Credit

- A. The level of annual vacation to be earned as defined in Section 9.3 shall be determined each year on July 1, based on years of employment completed prior to July 1.
- B. Vacation earned from July 1 through June 30 must be used by the following December 31.
- C. Vacation credit shall be calculated to the nearest whole day.

9.3 Vacation Benefits for Eligible Employees

- A. During the first (1st) through fourth (4th) years of consecutive employment, the employee shall accumulate vacation at the rate of five-sixth ($5/6$) of their workday for each month worked to a maximum of ten (10) days per year.
- B. During and after the fifth (5th) year of consecutive employment, the employee shall accumulate vacation at the rate of one and one-fourth ($1-1/4$) days per month to a maximum of fifteen (15) days per year.
- D. During and after the tenth (10th) year of consecutive employment, the employee shall accumulate vacation at the rate of one and two-thirds ($1-2/3$) days per month to a maximum of twenty (20) days per year.
- D. During and after the twenty-first (21st) year of consecutive employment, the employee shall receive one (1) additional day of vacation for each year of employment beyond twenty (20) years to a maximum of twenty-five (25) days per year.

ARTICLE X - HOURS

- 10.1 Paraprofessionals will work on days that students are in school and will work the hours specified for that position. All paraprofessionals may work for pay on workshop days, teacher workdays, and parent-teacher conference days with the approval of the administrative supervisor.
- 10.2 Paraprofessionals shall be scheduled for a thirty (30) minute lunch break on their own time (non-paid). A break of fifteen (15) minutes for each half-day worked will be provided. A half-day is defined as no less than three (3) hours.
- 10.3 In the event of a weather related unscheduled closing which causes the cancellation of classes, the paraprofessional will not be expected to report. A paraprofessional will be compensated at their normal daily rate, for up to two (2) days in a school year. If there is an unscheduled closing which is not District wide the building administrator has the discretion to release paraprofessionals with pay. Any unscheduled closing beyond two (2) days in a school year will not

be compensated. On an early release or late start day the paraprofessional must work their scheduled hours to be compensated. In the event school is closed and employees are on the job, (began their normal workday) employees will be compensated for their time on the job or a minimum of three (3) hours.

- 10.4 Paraprofessionals required to work through their lunch break will be paid their normal rate of pay for the time worked.
- 10.5 Paraprofessionals who are responsible for Third Party Billing shall be provided up to 30 minutes per week of non-student contact time within their normal work hours to enter data. (This language sunsets on June 30, 2010.)
- 10.6 Staff Development
- A. Paraprofessionals who attend training required by the District shall be paid their regular rate of pay.
- B. Paraprofessional stipends offered for other training opportunities shall not be paid less than the minimum rates as described in Appendix A of this agreement, as per each employee's band and grade.

ARTICLE XI - PROFESSIONAL GROWTH

- 11.1 Paraprofessionals will be notified of opportunities for continuing education through workshops, seminars and course offerings. Attendance at such opportunities may be granted without loss of pay provided that the attendance is requested and approved in advance in writing by the Principal or District's assigned administrator.
- 11.2 Employees who attend such offerings or who attend events on their time (with prior approval or at the request of their supervisor) shall be reimbursed for the mileage and other reasonable costs as determined in advance by the supervisor and the Director of Human Resources.

ARTICLE XII - SICK LEAVE AND/OR HOSPITALIZATION

- 12.1 Paraprofessionals shall be granted one (1) day sick leave for each month of employment to a maximum of ten (10) days per year. Those employed for 260 days shall be granted a maximum of twelve (12) days per year.
- 12.2 Sick leave may be used for absence caused by illness or physical disability of the employee or for attendance upon a seriously ill member of the paraprofessional's household.
- 12.3 Unused annual sick leave may accumulate from year to year without limit.
- 12.4 When an employee is admitted to a hospital, the employee shall be provided an additional paid leave for the purpose of needed hospitalization and

convalescence disability not to exceed twenty (20) days. Hospitalization and convalescence leave shall not accumulate from year to year and shall be lost when any combination of the employee's sick leave and hospitalization leave totals ninety (90) days.

ARTICLE XIII - WORKERS' COMPENSATION

Time lost because of an accident covered by Workers' Compensation shall be charged to sick leave and/or hospital leave, but Workers' Compensation checks shall go directly to the employee. The sick leave charged to the employee shall equate to the difference between the Workers' Compensation payment and the wage paid by the District.

ARTICLE XIV - ABSENCE FOR PERSONAL REASONS

14.1 At the discretion of the District, paraprofessionals, except for temporary employees, may be granted leave with pay for personal or emergency reasons, emergency closings, bereavement and for the hospitalization or death of family members. Three (3) days prior District approval shall be required unless waived by the District.

ARTICLE XV - OTHER LEAVES ALLOWED

15.1 Family Leave

Maternity disability and family leave shall be provided, except for temporary employees, under available leaves of this Contract.

15.2 Association Leave

The officers of the MSEA - Paraprofessionals of Rochester shall be allowed a maximum of twenty (20) days per year, without pay, to conduct the business of the Association.

15.3 Jury Duty

If a paraprofessional is called for jury duty and decides to serve or is ordered or subpoenaed to give testimony before any judicial tribunal, the para shall be compensated for the difference between regular school pay and the pay received for the performance of this obligation. This compensation shall be determined in the following manner:

- A. Paraprofessionals will receive their full regular pay.
- B. All monies or checks received for the above duties shall be turned over to the District except that travel expense and money earned when the para is not contractually required to be on duty may be retained by the para.

15.4 Leave of Absence Without Pay

A paraprofessional, except for temporary employees, may apply for a leave of absence without pay of up to one (1) year. The approval or denial of such leave shall be at the discretion of the District. A paraprofessional on an approved leave of absence shall continue to accrue District employment seniority, but shall not earn salary schedule advancement during the leave period. Return from leave shall be to an available position. A paraprofessional who refuses an offer to return to a position with the same classification and hours, as the position held prior to the leave of absence will constitute a resignation. If no position is available, the individual shall be returned to the first available position for which she/he is qualified. If other paraprofessionals are on leave or on unrequested leave, the return to employment shall be provided in order of district seniority and qualifications with preference given those on unrequested or medical leave supported by physician authorization for such a leave.

ARTICLE XVI - INSURANCE BENEFITS

16.1 Eligible Employees

- A. Insurance benefits with District paid premiums shall only be available to employees who are regularly scheduled to work thirty (30) hours or more per week.
- B. Employees who are regularly scheduled to work less than thirty (30) hours per week may participate in the District's employee insurance program with one hundred percent (100%) of the premium cost paid by the employee.
- C. Temporary employees shall not be eligible for insurance benefits.

16.2 Major Medical, Accident and Health Insurance

- A. Eligible employees may elect employee only coverage in the District Group Medical, Accident and Health Insurance Program. One hundred percent (100%) of the premium costs for employee only coverage shall be paid by the District for those employed prior to January 1, 2007. For those employed after January 1, 2007 the District will pay ninety percent (90%) of the premium cost for employee coverage.
- B. Eligible employees may elect dependent coverage in accordance with the provisions of the District Group Medical, Accident and Health Insurance Program. Thirty percent (30%) of the dependent coverage premium costs shall be paid by the employee for those employed prior to January 1, 2007. For those employed after January 1, 2007 forty percent (40%) of the dependent coverage premium costs shall be paid by the employee.

16.3 Life Insurance

Upon request of the employee, life insurance will be made available to eligible employees after 30 days of employment in the amount of \$40,000 term life and \$40,000 accidental death and dismemberment. Fifty percent (50%) of the premium cost shall be paid by the District and fifty percent (50%) of the premium cost shall be paid by the employee.

16.4 Long Term Disability Insurance

Upon request of the employee, and after 30 days of employment, eligible employees may elect participation in the District Long Term Disability Program. Fifty percent (50%) of the premium cost shall be paid by the District and fifty percent (50%) of the premium cost shall be paid by the employee.

16.5 Dental Insurance

Eligible employees may elect employee participation, and upon request, employee and dependent participation in the District Group Dental Plan. One hundred percent (100%) of the dental benefit premiums shall be paid by the District.

16.6 Insurance Premium Payments

- A. District paid and employee paid insurance premium costs shall extend through the summer months for continuing participating employees who are eligible under section 17.2A.
- B. Annual employee paid premium costs will be made through payroll deduction in the appropriate pro rata amount to provide uninterrupted service.
- C. Upon termination of employment, any unused advance premium costs paid by the employee will be refunded.
- D. Any employee under this contract on layoff or any other leave, who at the time of separation or leave was participating in the District's health insurance program, shall be able to purchase the major medical, accident and health insurance for up to the limits of the District's insurance policy and/or statute.

16.7 Insurance Coverage Upon Retirement

Employees who have been employed ten (10) years who retire between the age of fifty-five (55) and seventy (70) may continue in the District health policy for as long as they desire, by paying all premiums. Failure to pay a premium on the date due will terminate such participation and the participation cannot be reinstated.

16.8 Survivor(s) Insurance Benefits

The District shall for a period of one (1) year after the death of an employee, continue to allow health insurance coverage for the survivor(s) of any employee who at the time of death was employed by the District. One hundred percent (100%) of the cost of the insurance shall be paid by the survivor.

ARTICLE XVII - ABSENCES

- 17.1 If a paraprofessional is unable to report to work, the para will call the District's Sub Finder System or will report their absence on Web Connect at a minimum of one (1) hour prior to their scheduled reporting time, or before 8:00 a.m., whichever is sooner and indicate the reason.
- 17.2 When a paraprofessional has an extended absence, a substitute may be employed subject to the recommendation of the administrative supervisor concerned.

ARTICLE XVIII - GRIEVANCE PROCEDURE

18.1 Definitions and Interpretations

- A. Any claim by MSEA - Paraprofessionals of Rochester that there has been a violation, misinterpretation, or misapplication of the terms of this Contract shall be a grievance.
- B. The term "grievant" means any paraprofessional or MSEA - Paraprofessionals of Rochester filing a grievance.
- C. The term "days" means any calendar day except Saturday, Sunday and legal holidays.
- D. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.
- E. The time limits provided in this Article shall be strictly observed but may be extended by written mutual agreement. Failure to file any grievance within the given time periods shall be deemed a waiver thereof. In the event a grievance is filed after May 15, of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process each grievance prior to the end of the school term or as soon thereafter as possible.
- F. 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 as computed shall be counted, unless it is a Saturday, Sunday, or a legal

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

- G. All grievances shall be processed outside of the paraprofessional's working day if possible.
- H. In the event the grievance must be processed during the paraprofessional's working day, the Association shall be permitted to have present the grievant, witnesses for the grievant and one (1) Association representative without loss of pay. Prior District approval is required.

18.2 Informal Procedure

The grievant, either personally or accompanied by an MSEA - Paraprofessionals of Rochester representative, shall discuss the alleged grievance with the appropriate building principal or immediate supervisor. An effort shall be made to settle all differences informally.

18.3 Formal Procedure

- A. Notwithstanding the expiration of this Contract, any claim or grievance arising during the effective dates of this Contract may be processed through the grievance procedure until resolution. At any point during this procedure the parties may mutually agree to submit the issue to the BMS for grievance mediation.
- B. Level One - Building Principal or Immediate Supervisor
 1. If, after informal discussion with the building principal or immediate supervisor, the grievance still exists, the grievant may, within fifteen (15) days after the grievant knew or should have known about the event on which the grievance is based, invoke the formal grievance procedure.
 2. The grievance shall be filed through the MSEA - Paraprofessionals of Rochester on the grievance report form, which shall be available from the MSEA - Paraprofessionals of Rochester representative and the principal or immediate administrative supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent of Schools.
 3. Within five (5) days of the receipt of the grievance, the principal or immediate administrative supervisor shall meet with the grievant and a representative of MSEA - Paraprofessionals of Rochester in an effort to resolve the grievance. The principal or immediate administrative supervisor shall indicate the disposition of the grievance, in writing, within five (5) days of such meeting and shall furnish a copy thereof to the grievant and to the MSEA - Paraprofessionals of Rochester.

C. Level Two - Superintendent of Schools

If the grievant, or the MSEA - Paraprofessionals of Rochester, is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance may within five (5) days be transmitted to the Superintendent of Schools. Within ten (10) days after the grievance is received or should have been received, the Superintendent of Schools or the Superintendent's designee shall meet with the grievant and a representative of the MSEA - Paraprofessionals of Rochester on the grievance and shall indicate the disposition of the grievance, in writing, within ten (10) days of such meeting, and shall furnish a copy thereof to the grievant and to the MSEA - Paraprofessionals of Rochester.

D. Level Three - Mediation

A grievance not resolved in Level 2 shall be submitted to mediation through the Bureau of Mediation Services within ten (10) calendar days of the District's response.

E. Level Four - Arbitrator

1. If the MSEA - Paraprofessionals of Rochester, is not satisfied with the disposition of the grievance by the District or if disposition has been made within the period provided, the grievance may within ten (10) days be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the parties shall make a selection from a panel submitted to the two (2) parties by the Commissioner of the Bureau of Mediation Services under the procedure established by the Commissioner.
2. The arbitrator shall have no power to alter, add to or subtract from the terms of this Contract. Both parties agree to be bound by the word of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
3. The fees and expenses of the arbitrator shall be shared equally by the two (2) parties. Any other expenses which the two (2) parties mutually agree are necessary to the conduct of the arbitration shall be shared equally by the two (2) parties.

18.4 Denial of Grievance

Failure of the Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the paraprofessional may appeal it to the next level.

18.5 Waivers

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure.

18.6 Election of Remedies and Waiver

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this agreement, shall immediately thereupon waive any and all rights to pursue a grievance and/or the right to have a grievance pursued on his/her behalf under this Article. Upon instituting a proceeding in another form as outlined herein and if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration of a grievance or to enforce the award of an arbitrator.

ARTICLE XIX - STRIKE, SLOWDOWN OR WITHHOLDING OF SERVICES

Absent a legal strike, as defined by PELRA, following the expiration of this negotiated contract called by the Paraprofessionals - MSEA Union, employees represented by the bargaining unit shall not engage in strike, slowdown or withholding of services during their duty day as employees. Activities during the duty day which shall cause, encourage, participate in or support any strike, slowdown, or other interruption or interference with the normal function of the District or with the normal work activities of any reporting employee shall be deemed a violation of this no-strike agreement. Further, an employee who is absent from his/her work assignment without permission of the District, or who abstains wholly or in part from the full performance of his/her duties on the date(s) of a strike other than a legal strike called by the Paraprofessionals - MSEA Union, following the expiration of this negotiated contract, shall be deemed a violation of this no-strike agreement. Any employee in violation of this no-strike agreement shall be subject to disciplinary action up to and including immediate discharge.

ARTICLE XX - EMPLOYEE EXPENSES

- 20.1 Paraprofessionals who are required to use their own automobiles in the performance of their duties, if such travel has been authorized by their administrative supervisor, shall be reimbursed for their mileage at the current rate established in the District.
- 20.2 The district will replace damaged or destroyed eyeglasses or hearing aids used by the paraprofessional in the performance of their duties when it occurs at work without negligence through the aggressive actions of a student. The paraprofessional will have to fill out a report of damage immediately after the incident with the principal and the value of the replacement will not exceed the original cost.

ARTICLE XXI - PUBLICATION OF THE CONTRACT

Independent School District #535 shall make copies of this Contract available to MSEA - Paraprofessionals of Rochester and will also provide a copy to any paraprofessional employed during the 2008-2010 school years.

ARTICLE XXII - DURATION

22.1 Term and Reopening Negotiations

This contract shall remain in full force and effect for a period commencing on July 1, 2008 through June 30, 2010 and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971 as amended 1973. If either party desires to modify or amend this Contract commencing on July 1, 2010, it shall give written notice of such intent no later than May 1, 2010. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Contract.

22.2 Effect

This contract constitutes the full and complete agreement between the District and the exclusive bargaining representative representing the paraprofessionals of the District. The provisions herein supersede any and all prior agreements, resolutions, practices, School District policies, rules, or regulations inconsistent with these provisions.

22.3 Severability

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

23.4 Reopening of the Contract

This contract may be reopened by mutual consent.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the stated dates:

INDEPENDENT SCHOOL DISTRICT #535

MINNESOTA SCHOOL EMPLOYEES
ASSOCIATION -
PARAPROFESSIONALS OF
ROCHESTER

BY: _____
Mechelle Severson, Chair

BY: _____
Dorothy Stobaugh
MSEA President

BY: _____
Diane M. H. Blakley, Clerk

BY: _____
Diana Vogt
MSEA Member

BY: _____
Romain Dallemand, Ed.D.
Superintendent

BY: _____
Don Gilbertson
MSEA Representative

BY: _____
LaToiya T. Glass
Director of Human Resources

DATED: _____

DATED: _____

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