



GOODHUE COUNTY
EDUCATION
DISTRICT
PARTNERS IN THE JOURNEY

Goodhue County Education District Board Agenda
Wednesday, September 9, 2026 at 7:00 AM
River Bluff Education Center, Red Wing
395 Guernsey Ln
Red Wing, MN 55066

AGENDA

I. Call to Order/Adoption of Agenda:

II. New Business:

- A. Adoption of the Paraprofessional Agreement 2026-2028

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Board Summary

2026–2028 Paraprofessional Master Agreement — Tentative Agreement

Parties: Goodhue County Education District #6051-61 and Education Minnesota–Educational Support Professionals, Local No. 7371

Term: July 1, 2026 – June 30, 2028

Status: Tentative Agreement – Subject to Ratification

The GCED negotiating team and the paraprofessional bargaining unit have reached a tentative two-year agreement covering the 2026–27 and 2027–28 school years. The agreement provides wage and benefit increases intended to maintain competitive compensation for paraprofessionals while providing a predictable two-year financial commitment for the Education District.

Compensation

The tentative agreement provides a **\$1.00 per hour increase to every step of both paraprofessional salary schedules in each year of the agreement.** For example, Step 1 for Early Childhood/Settings I–III increases from \$20.61 in 2025–26 to \$21.61 in 2026–27 and \$22.61 in 2027–28. Setting IV Step 1 increases from \$26.33 to \$27.33 and then \$28.33. The same \$1.00 annual increase is applied throughout both five-step schedules.

An additional level added to longevity compensation for **3–4 years at \$1.00/hour. The remaining levels were increased by 50 cents to compensate for this addition: \$1.50 for 5–9 years, \$2.00/hour for 10–14 years, and \$2.50/hour for 15 or more years of GCED service.**

The agreement also maintains the **\$1,500 completion stipend** for paraprofessionals who remain employed through the end of the school calendar and are not on an improvement plan, with proration for employees hired after the beginning of the year.

It was important to the paraprofessionals that the Education District return to providing a pay period option to paraprofessionals of either 18 pay periods per year or 24 pay periods. This has been tentatively agreed to beginning in the 2027–2028 school year.

Health Insurance

The costing sheet reflects an increase in the District's health insurance contribution from the current **\$593 per month to \$700 per month beginning in 2026–27**, with the \$700 contribution maintained in 2027–28. This represents an increase of \$107 per month for eligible employees.

Other existing benefits, including dental, life insurance, long-term disability and the District's 403(b) matching contribution, remain in place and unchanged. The 403(b) match continues at up to \$1,000 for 0–3 years of service, \$1,500 for 4–10 years, and \$2,000 for 11 or more years.

Financial Impact

Based on the costing sheet, total compensation costs are projected to increase from approximately **\$870,272 in 2025–26 to \$931,865 in 2026–27**, an increase of **\$61,594 or 7.08%**. In 2027–28, projected costs increase to approximately **\$972,216**, an additional **\$40,351 or 4.33%**.

The costing model estimates an increase of approximately **\$2,933 per FTE in Year 1** and **\$1,921 per FTE in Year 2**, for a two-year increase of approximately **\$4,855 per FTE**. The costing sheet identifies a two-year settlement percentage of **11.408%**; using the MSBA comparison methodology, the settlement is shown as approximately **9.40%**.

Other Agreement Provisions

The agreement continues provisions addressing personal and sick leave, longevity, incentive pay, completion stipends, seniority, reduction in force and recall, extracurricular assignments, and the grievance process. The salary schedules specifically establish the new 2026–27 and 2027–28 rates.

Recommended Board Action

Administration recommends that the CCED Board approve the tentative 2026–2028 Master Agreement between Goodhue County Education District and Education Minnesota–Educational Support Professionals, Local No. 7371, as presented, subject to final technical and housekeeping corrections to the agreement.

GCED**6051****PARA NEGOTIATIONS COST SHEET SUMMARY 2026-28**

Dollar Amount Adjustments to Salary Schedule

Percentage Adjustments to Salary Schedule

2026-27**2027-28**

\$1.00

\$1.00

0.00%

0.00%

#FTE's

21

Settlement Date

1/0/1900

Make NO Entries on this Worksheet

2025-26

%Change

2026-27

% Change

2027-28**SALARY SCHEDULE & PART-TIME SALARIES****SALARY RATE CHANGES**

\$ 678,985

4.93%

\$ 712,472

4.21%

\$ 742,445

LANE CHANGES

\$

-

\$

-

\$

-

Co-Curricular Salaries

\$

0

\$

0

\$

0

Longevity - Service over 5 years

\$ 10,475

103.99%

\$ 21,369

23.01%

\$ 26,286

Longevity - Top of Schedule

\$

-

\$

-

\$

-

Extended Salaries

\$

-

\$

-

\$

-

Schedule and Part Time Salaries Total

\$ 689,461

6.44%

\$ 733,841

4.75%

\$ 768,731

Benefit Costs

4

Health Insurance

\$ 56,928

18.04%

\$ 67,200

0.00%

\$ 67,200

HRA Contribution Cost

\$

-

\$

-

\$

-

HSA Contribution Cost

\$

-

\$

-

\$

-

Life Insurance

\$ 1,123

0.00%

\$ 1,123

0.00%

\$ 1,123

Long-Term Disability

\$ 851

4.94%

\$ 893

4.22%

\$ 931

Dental Insurance Cost

\$ 2,232

0.00%

\$ 2,232

0.00%

\$ 2,232

Workers' Comp Costs

\$

-

\$

-

\$

-

Employer Match 403B

\$ 12,500

0.00%

\$ 12,500

0.00%

\$ 12,500

Employer Match 457

\$

-

\$

-

\$

-

Other Benefits

MN Paid Leave

\$ 2,723

6.44%

\$ 2,899

4.75%

\$ 3,036

Total Insurance Related Benefits Costs

\$ 76,357

13.74%

\$ 86,847

0.20%

\$ 87,022

Compensation totals for PERA and FICA

\$ 689,461

\$ 733,841

\$ 768,731

PERA and FICA

PERA & FICA are computed on Schedule and Extra Salaries

7.50%

7.50%

7.50%

PERA

\$ 51,710

6.44%

\$ 55,038

4.75%

\$ 57,655

7.65%

7.65%

7.65%

FICA

\$ 52,744

6.44%

\$ 56,139

4.75%

\$ 58,808

Total PERA and FICA Costs

\$ 104,453

6.44%

\$ 111,177

4.75%

\$ 116,463

Read the comment in the cell below

%Change

% Change

TOTAL TWO YEAR AGREEMENT COSTS

\$870,272

7.078%

\$931,865

4.330%

\$972,216

2025-26

2026-27

2027-28

Dollar Increase in Each Year

\$61,594

\$40,351

Dollar Increase Per FTE in Each Year

\$2,933

\$1,921

Dollar Increase Per FTE over Two Years

\$4,855

Sum or Year (1) Percentage and Year (2) Percentage

11.408%

(Total \$\$ for Y1 + Y2)/(2*Base amount)

For MSBA Comparison Settlements

9.40%

Salary Adjustments Anticipated from Staffing Changes, Severance, and Retiree Benefits

\$0

\$0

TOTAL TWO YEAR ANTICIPATED SALARY COSTS

\$870,272

\$931,865

\$972,216

Comment

PERCENTAGE CHANGE

7.08%

4.33%

AGREEMENT

between

GOODHUE COUNTY EDUCATION DISTRICT

DISTRICT NO. 6051-61

AND

EDUCATION MINNESOTA - EDUCATIONAL SUPPORT

PARAPROFESSIONALS

LOCAL NO. 7371

FOR

2026-2027 and 2027-2028

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ARTICLE I

PURPOSE

SECTION 1. PARTIES: This Agreement is entered into between Goodhue County Education District, Red Wing, Minnesota, hereinafter referred to as the Education District, and the Education Minnesota - Educational Support Professionals, Local No. 7371, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for paraprofessionals.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION: In accordance with the PELRA, the Education District recognizes Education Minnesota - Educational Support Professionals, Local No. 7371, as the exclusive representative of paraprofessionals employed by the Education District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

SECTION 2. APPROPRIATE UNIT: The exclusive representative shall represent all the paraprofessionals of the Education District as defined in this Agreement and in the PELRA.

ARTICLE III

DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, staffing ratios, adult-to-student ratios in classrooms, student testing, student to personnel ratios and the Education District's personnel policies affecting the working conditions of the paraprofessionals.

The term does not mean educational policies of the Education District. “Terms and Conditions of Employment” are subject to the provisions of the PELRA.

SECTION 2. PARAPROFESSIONAL: The word, “paraprofessional,” shall mean all persons in the appropriate unit employed by the Education District, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential and all other employees excluded by law.

SECTION 3. EDUCATION DISTRICT: For purposes of administering this Agreement, the term, “Education District,” shall mean the Education District Board or its designated representative(s).

SECTION 4. DIRECTOR: The word, “Director,” shall mean the Education District Executive Director who is the chief administrative officer.

SECTION 5. OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV

EDUCATION DISTRICT RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The exclusive representative recognizes that the Education 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 Education District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

SECTION 2. EDUCATION DISTRICT BOARD RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the Education District Board to efficiently manage and conduct the operation of the Education District within its legal limitations and with its primary obligation to provide educational opportunity for the students of its member school districts.

SECTION 3. EFFECT OF LAWS, RULES, AND REGULATIONS: The exclusive representative recognizes that all paraprofessionals covered by this Agreement shall perform the services prescribed by the Education District Board and shall be governed by the laws of the State of Minnesota, and by Education District Board rules, regulations, directives, and orders issued by properly designated officials of the Education District. The exclusive representative also recognizes the right, obligation, and duty of the Education District Board and its duly designated officials to promulgate rules, regulations, and directives, from time to time, as deemed necessary by the Education District Board insofar as such rules, regulations, and directives, are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the Education District, all paraprofessionals covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Department of Education, and valid rules, regulations, and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, and directives, or orders, shall be null and void and without force and effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the Education District.

ARTICLE V

PARAPROFESSIONAL RIGHTS

SECTION 1. RIGHT TO VIEWS: Pursuant to the PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any paraprofessional or his/her representative to the expression or

communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

SECTION 2. RIGHT TO JOIN: Pursuant to the PELRA, paraprofessionals shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Paraprofessionals in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such paraprofessionals.

SECTION 3. REQUEST FOR DUES CHECK OFF: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to the PELRA. Upon receipt of a properly executed authorization card of the paraprofessional involved, the Education District will deduct from the paraprofessional's paycheck the dues that the paraprofessional has agreed to pay to the paraprofessional's organization.

SECTION 4. PERSONNEL FILES: All evaluations and files relating to each individual paraprofessional shall be available during regular Education District business hours to each individual paraprofessional upon his/her written request. The paraprofessional shall have the right to reproduce any of the contents of the file at the paraprofessional's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the Education District may destroy such files as provided by law. The paraprofessional shall be notified upon the placement in his/her file

of material and/or information which reflects upon his/her professional performance.

SECTION 5. EXCLUSIVE REPRESENTATIVE LEAVE: Four exclusive representative leave days shall be granted with pay per contract period to be used as designated by the exclusive representative for duties in regard to the exclusive representative's organizational needs. Substitute costs will be reimbursed by the exclusive representative. All notifications of use shall be in writing to the Director at least five (5) days prior to the absence and shall include names and amount of time off required.

SECTION 6. COMMUNICATING WITH MEMBERS: The Education District agrees to allow the exclusive representative to meet in person with newly hired paraprofessionals, without charge to the pay or leave time of the paraprofessionals, for thirty (30) minutes, within thirty (30) calendar days from the date of hire, during new employee orientations or, if the employer does not conduct new employee orientations, at individual or group meetings. An exclusive representative shall receive no less than ten days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the operations of the public employer that was not reasonably foreseeable. Notice of and attendance at new employee orientations and other meetings under this paragraph must be limited to the public employer, the paraprofessionals, the exclusive representative, and any vendor contracted to provide a service for purposes of the meeting. Meetings may be held virtually or for longer than thirty (30) minutes only by mutual agreement of the public employer and exclusive representative.

The Education District will allow the exclusive representative to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the

governance or business of the exclusive representative, consistent with the education district's generally applicable technology use policies. The Education District will allow the exclusive representative to meet with bargaining unit members in facilities owned or leased by the education district. The education district may charge the exclusive representative for maintenance, security, and other costs related to the use of the Education District building or facility that would not otherwise be incurred by the Education District.

SECTION 7. COLLECTION AND SUBMISSION OF PERSONNEL DATA:

Within twenty (20) calendar days from the date of hire of a bargaining unit paraprofessional, the Education District will provide the following contact information to the exclusive representative in a spreadsheet format agreed to by the exclusive representative: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer. Every one hundred twenty (120) calendar days beginning on January 1, 2024, the Education District will provide the exclusive representative in a spreadsheet format agreed to by the exclusive representative, the previously listed contact information. The Education District must notify an exclusive representative within twenty (20) calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit paraprofessional.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

SECTION 1. BASIC COMPENSATION:

Subd. 1. ~~2026-2027~~2024-2025 Rates of Pay: The ~~2026-2027~~2024-2025 rates of pay shall be according to SCHEDULE B attached,

and the paraprofessional shall advance one (1) increment on the salary schedule per SECTION 5. below.

Subd. 2. ~~2027-2028~~~~2025-2026~~ Rates of Pay: The ~~2027-2028~~~~2025-2026~~ rates of pay shall be according to SCHEDULE B attached, and the paraprofessional shall advance one (1) increment on the salary schedule per SECTION 5. below.

Subd. 3. Pay Schedule: For the ~~2026-2027~~~~2024-2025~~ school year, there will be up to nineteen (19) pay periods with any final pay period occurring on June 15. ~~paraprofessionals shall be paid twice per month on the 15th and 30th, except in February when the second payment will be made on the last day of that month.~~ Beginning in the 2027-2028 school year, ~~paraprofessionals~~ Paraprofessionals may choose either 18 or 24 pay periods. For paraprofessionals that choose 24 pay periods, salary will be estimated by multiplying daily hours times days to be worked. The Education District will true the final salary up prior to the June 30th pay period. Paraprofessionals must choose either eighteen (18) or twenty-four (24) pay periods by July 1 of each year. Once chosen, the decision can't be changed until the following July 1. Paraprofessionals hired for the subsequent school year must choose eighteen (18) or twenty-four (24) pay periods upon hire. In any school year, September 15th shall be the initial payroll date of each school year. ~~Beginning in 2025-2026, there will be up to nineteen (19) pay periods with any final pay period occurring on June 15. The first pay period will be on September 15. The last pay period will be on or before June 15. Hours worked will be on a one (1) pay period delay. Hours worked the 1st through the 15th of the month will be paid on the 30th of the month except for in the month of February which will be on the 28th of the month. Hours worked the 16th through the last day of the month will be paid on the 15th of the following month.~~

Subd. 4. Longevity: Longevity increases will be given as described below:

3-4 years of service in the Education District	\$1.00/hour
5-9 years of service in the Education District	\$1.50 \$1.00/hour
10 –14 years of service in the Education District	\$2.00 \$1.25/hour
15+ years of service in the Education District	\$2.50 \$1.50/hour

~~During 2024-2025, longevity will be paid out in 18 or 24 pay periods.~~

During ~~2026-2027 school year~~ ~~2025-2026~~, longevity will be paid out over the established pay periods which may be eighteen (18) or nineteen (19). ~~pay periods~~ Beginning in the 2027-2028 school year, longevity will be paid out in eighteen (18) or twenty-four (24) pay periods as determined by each paraprofessional as described in Subd. 3 above. ~~beginning in the 2027-2028 school year.~~

Subd. 5. Reimbursement for Broken Personal Items: The Education District, upon proper documentation, such as receipts, will reimburse paraprofessionals up to \$250 annually for expenses not covered by Education District insurance incurred in repairing or replacing personal items broken by students while the paraprofessionals are performing their assigned duties. These items may include, but are not limited to: eyeglasses, hearing aids, clothing and communication devices. A written report of the incident must be provided to the Executive Director within twenty-four (24) hours. Requests for reimbursement must be made to the Executive Director within one month of the incident. The Education District reserves the right to provide uniform clothing that must be worn.

SECTION 2. SALARY SCHEDULES:

Subd. 1. Status of Salary Schedule: The salary schedule shall not be construed as a part of a paraprofessional's contract. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a paraprofessional shall be compensated according to the previous year's compensation until such time that a successor Agreement is fully ratified. Salary and benefits will be paid retroactively.

Subd. 2. Withholding of Salary Increase: An individual paraprofessional's advancement is subject to the right of the Education District to withhold increments, lane changes, or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

SECTION 3. NEW PARAPROFESSIONAL: A new paraprofessional shall be placed on such step of the salary schedule as agreed between the Education District and the paraprofessional. Contingent upon starting their position, paraprofessionals must meet state and federal qualifications and complete the Minnesota Department of Health PCA training successfully. State and federal qualifications include: having at least two years of college credits (usually sixty (60) credits in Minnesota) through an accredited institution of higher education; or an associate's degree; or obtaining a passing score set by Minnesota on the ParaPro Test or ParaEducator Test. *In the event that the MDE provides additional alternatives for paraprofessionals to meet requirements, the District will consider those options.*

SECTION 4. EDUCATION DISTRICT DISCRETION: The Education District may, in its sole discretion, compensate paraprofessionals above the salary schedule. The Exclusive Representative and Director will meet on or before June 1 of each year to review situations that vary from the salary schedule.

SECTION 5. INCREMENT STEP: A paraprofessional must work at least fifty percent (50%) or more of the scheduled work year to be eligible for the next step of the wage schedule the following year.

SECTION 6. PAY DEDUCTIONS: Whenever pay deduction is made for a paraprofessional's absence, the hourly salary shall be deducted for each hour absent.

SECTION 7. PAYMENT FOR SUMMER WORK: All paraprofessionals, employed by the GCED or one of the GCED's member districts, working

extended school year programs shall be paid the hourly paraprofessional wage established during the previous school year. If no hourly wage was established during the previous year, or the paraprofessional has not worked for the GCED or one of the GCED's member districts during the previous school year, the paraprofessional will be placed on the GCED Paraprofessional Salary Grid in Schedule B based on experience.

SECTION 8. INCENTIVE PAY: The Incentive Pay encourages paraprofessionals to pursue job-related training and education, and provides incentive pay to be added to the individual's base rate of pay. To be eligible for incentive credit, the activity has to meet an approval process and be pursued on the paraprofessional's time and at the paraprofessional's expense. It is understood that the District also at times provides training and education on the District's time and at the District's expense. These activities would not be eligible for incentive credit. The Incentive Program is described below:

Subd. 1. Increments: Thirty (30) hours are required to receive the 25 cents increase to a maximum of one hundred fifty (150) hours. Incentive training could earn a paraprofessional an additional \$1.25 per hour Incentive pay is added to base pay.

Subd. 2. Start of Policy: Incentive training must have been obtained after July 1, 2017, in order to qualify for incentive pay.

Subd. 3. Pre Approval: Incentive pay experience must be pre-approved by members of the incentive committee which shall be made up of the Assistant Director/Principal and Executive Director. Once properly documented and submitted to the Executive Director the pay adjustment will be made. Credits submitted to the committee must be submitted to the Executive Director prior to September 1st and/or February 1st. Credits submitted by September 1st and approved will result in a salary change for the entire school year. Those submitted by February 1st and approved will

result in a one-half (1/2) year salary change. There are no time limits on putting the thirty (30) hours together.

SECTION 9. ABSENCE OF REGULARLY ASSIGNED TEACHER: In the event that a substitute through the district's absence system is utilized to cover an absent licensed staff member that required a substitute, the most senior paraprofessional normally assigned and working with the substitute shall receive his/her current rate of pay plus an additional \$3.00 per hour for student contact hours. The additional \$3.00 per hour will only occur when the absence is for greater than one and one half (1 ½) hours. If the total absence is for greater than one and a half (1 ½) hours, the incentive pay will begin at the beginning of the licensed staff member's absence.

Subd. 1. In the event that a substitute through the district's absence system is utilized to cover an absent licensed staff member that required a substitute, and the regularly assigned paraprofessional(s) are absent and their position is covered through the district's absence system, all paraprofessionals normally assigned in this classroom will alternate the days or hours equally for submitting absence of classroom teacher pay. The paraprofessionals alternating pay will keep track of their extra duty assignment pay.

Subd. 2. On a community outing/field trip when a substitute through the district's absence system is utilized to cover the licensed staff member that required a substitute, one Education District designated paraprofessional shall receive his/her current rate of pay plus an additional \$4 per hour for student contact hours.

Subd. 3. The \$4 per hour increase does not refer to or include the time paraprofessionals are out of the classroom or in the community in a job coaching assignment or job training assignment. (Ex: bagging groceries, school office sorting mail, attending a workshop through a future employer).

ARTICLE VII

GROUP INSURANCE

SECTION 1. SELECTION: The selection of the insurance carrier and policy shall be made by the Education District as provided by law subsequent to the Education District Board's review of the insurance committee input.

SECTION 2. HEALTH, HOSPITALIZATION, DENTAL, LONG-TERM DISABILITY (LTD), AND LIFE INSURANCE:

Subd. 1. Single or Family Coverage: The Education District shall contribute the sum as reflected in SCHEDULE A, attached hereto, toward the premium for individual coverage for each paraprofessional working at least six (6) hours per day and one hundred seventy-five (175) days per year. If the actual premium is less than the stated amount, the contribution difference shall be retained by the Education District Board.

Subd. 2. LTD Insurance: Long Term Disability shall be available for paraprofessionals working a minimum of five (5) hours a day and one hundred seventy-five (175) days per year. The Education District shall contribute the full premium for said coverage for paraprofessionals working this minimum.

Subd. 3. Life Insurance: The Education District will contribute the full cost of the premium for a \$50,000 life insurance policy for those paraprofessionals working at least five (5) hours per day and one hundred seventy-five (175) days per year.

SECTION 3. CLAIMS AGAINST THE EDUCATION DISTRICT: The eligibility of the paraprofessional, or the paraprofessional's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the Education District pursuant to this section. It is understood that the District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the District as a result of denial of insurance benefits by an insurance carrier if the District has purchased the policies and paid the premiums described herein.

ARTICLE VIII

LEAVES OF ABSENCE

SECTION 1. EARNED SICK AND SAFE TIME:

Subd. 1. Earning: The annual allocation of Earned Sick and Safe Time (ESST) shall be based on MN Statute 181.9445, 181.9446, 181.9447, and 181.9448. The annual allotment of time for sick leave shall include the required allocation of ESST. The allocation of ESST is not in addition to the allotment of sick leave. Days are interpreted as the length of your regularly scheduled workday. For example, if the regularly scheduled workday is six hours per day, three days of leave is interpreted to mean three days that are six hours in length, which is eighteen (18) hours. A nine (9) month paraprofessional shall earn sick leave at the rate of nine (9) days each year of service in the employ of the Education District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the paraprofessional's work year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of one hundred thirty (130) days of sick leave per paraprofessional.

Subd. 3. Use: Sick leave use is defined in MN Statute 181.9448.

Subd. 4. Medical Certificate: The Education District may require a paraprofessional to furnish reasonable documentation that the earned sick and safe time ESST is covered by MN Statute 181.9448. In the event that reasonable documentation will be required, the paraprofessional will be so advised.

Subd. 5. Approval: Sick leave pay shall be approved only upon following sick leave procedures in the ~~GCED Employee Handbook Education District Staff~~.

SECTION 2. WORKERS' COMPENSATION: Pursuant to MN Statute Chapter 176, a paraprofessional injured on the job in the service of the Education District and collecting workers' compensation insurance may draw sick leave and receive full salary from the Education District, the salary to be

reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave. Paraprofessionals injured by a student assault in the course of their daily work will be able to use up to three (3) days of sick leave per incident with no deduction from their current accumulation, if the incident qualifies for workers' compensation coverage; medical verification will be required by the Education District. If the incident does not qualify for workers' compensation coverage, the paraprofessional will be required to use sick leave for time missed. In addition, the Education District, through its workers' compensation insurance carrier, is responsible for the cost of the injured paraprofessional's medical treatment and supplies, including but not limited to psychological, chiropractic, podiatric, surgical, and hospital treatment as required by law.

SECTION 3. BEREAVEMENT LEAVE: Bereavement leave shall be granted up to a total of five days per incident for the death(s) of a spouse, child, stepchild, ward, or parent/guardian, grandchild, grandparent, sister, brother, aunt, uncle, niece, nephew, first cousin and the same in-laws. No deduction will be made for the first three (3) days; however, the next two (2) days shall be deducted from accrued sick leave days. The Director, at his or her discretion, may grant that up to two (2) sick days may be used for the illness, disability or death of a close friend or other relative not specified in the subdivision above.

SECTION 4. PERSONAL LEAVE:

Subd. 1. Use: Paraprofessionals must work at least twenty (20) hours a week to qualify for personal leave benefits. Days are interpreted as the length of your regularly scheduled workday. For example, if you normally work six (6) hours per day, three (3) days of leave is interpreted to mean three (3) days that are six (6) hours in length, which is eighteen (18) hours. To request one day of leave, your request form would show that you plan to use

six hours of leave. Personal leave may be granted to paraprofessionals working pursuant to a letter of appointment at the discretion of the Director of no more than three (3) days per year, noncumulative, for business or critical personal situations that arise which cannot be attended to when school is not in session. Personal leave will be prorated for paraprofessionals starting after the first day of school. Any unused personal leave at the end of the school year may be rolled over to the next school year for a maximum of five (5) days.

Subd. 2. Requests: Requests for personal leave must be made in writing to the Director at least three (3) days in advance. The Education District reserves the right to refuse to grant such leave if, under the circumstances involved, such leave should not be granted. All leaves must have prior, written approval.

Subd. 3. Limitation: A personal leave day shall not be granted for the first and last days of the school year or on professional development days. Any exception shall be subject to the written approval of the Director. At any time, no more than one (1) paraprofessional per program can be out on a personal leave with a limit for two (2) total for the Education District. The limit of two (2) total does not include those paraprofessionals for whom substitutes are normally not hired.

Subd. 4. Pay for Unused Personal Leave: Paraprofessionals who have unused Personal Leave at the end of the contracted year reserve the right to receive payment at at their hourly rate or have the option to roll up to two (2) days into the next year's Personal Leave for a maximum of five (5) personal days in any one year or have the option to roll all or some of the unused personal leave days into sick leave. This applies to full or half days of unused personal leave and is not meant to be prorated in hourly increments. Paraprofessionals will submit the request by the last student contact day. If paraprofessionals do not submit a request for payment or request to roll

personal leave into next year's personal leave, unused personal leave will be rolled into sick leave.

SECTION 5. FAMILY MEDICAL LEAVE:

Subd. 1. Purpose: Pursuant to the Family Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible paraprofessional shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per twelve-month (12-month) period in connection with: (1) the birth and first-year care of a child, (2) the adoption or foster placement of a child, (3) the serious health condition of a paraprofessional's spouse, child, or parent, and (4) the paraprofessional's own serious health condition.

Subd. 2. Requests: Requests for leave shall be made to the Director. Paraprofessionals must give thirty (30) days written notice of a leave of absence when practicable. Paraprofessionals are expected to make reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the Education District subject to and in coordination with the health care provider. Paid leave must be exhausted before unpaid leave may be used.

SECTION 6. JURY SERVICE: A paraprofessional who serves on jury duty shall be granted the day(s) necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the Education District.

SECTION 7 MILITARY LEAVE: Military leave shall be granted pursuant to applicable law.

SECTION 8 MEDICAL LEAVE:

Subd. 1. Eligibility: A paraprofessional who is unable to work because of illness or injury and who has exhausted all sick leave credit available or has become eligible for LTD insurance shall, upon request, be

granted a medical leave of absence, without pay, for up to one (1) year. The Education District Board may, in its discretion, renew such a leave.

Subd. 2. Request: A request for leave of absence or renewal thereof under this section shall be accompanied by a qualified physicians or clinical psychologists, authorized to practice, and performing within the scope of their practice, under state law, written statement outlining the condition of health and estimated time by which the paraprofessional is expected to be able to assume normal responsibilities.

SECTION 9: HOLIDAY PAY: Paraprofessionals must work at least twenty (20) hours a week to qualify for holiday pay. Paraprofessionals working a minimum of twenty (20) hours per week and fifty (50) days per year over a nine (9) month school calendar will receive holiday pay for Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day and Memorial Day. They must submit on their timecard the number of hours equal to a normal work day for the holiday and timely submit said timecard to the District.

SECTION 10. GENERAL LEAVES OF ABSENCE:

Subd. 1. Application: Paraprofessionals with a minimum of three (3) years of service in the Education District may apply in writing for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the Education District Board.

Subd. 2. Notification: A paraprofessional on such leave shall notify the Education District Board in writing of their intent to return by April 1 of the final leave year. The granting of an extension shall be at the sole discretion of the Education District Board. The Education District Board may also, at its sole discretion, waive the April 1 notice date if it determines special circumstances are involved.

SECTION 11. SICK LEAVE BANK:

Subd. 1. Significant Illness: A “significant illness” is defined as a medical or psychological condition that causes the paraprofessional to be absent from his/her duties for thirty (30) or more continuous contract days. Certification of “significant illness” by a qualified physician or clinical psychologist authorized to practice, and performing within the scope of their practice, under state law is required.

Subd. 2. Donation: The sick leave bank will be created as the result of each paraprofessional, on a voluntary basis, donating one (1) of his/her paid sick days each school year. In order to be eligible to donate, a paraprofessional must have at least twenty (20) days of accrued accumulated sick leave.

Subd. 3. Use: All paraprofessionals will have one (1) opportunity at the beginning of every school year to donate to the sick leave bank. The number of donated accumulated sick leave days which a paraprofessional may receive is limited to the number of sick leave days donated, but may not continue beyond the paraprofessional’s eligibility for long-term disability.

Subd. 4. Administration: The sick leave bank will be administered by a committee of two (2) representatives from the Education District, one (1) of whom shall be the Director or his/her designee, and two (2) representatives from the exclusive representative, one (1) of whom shall be the president or his/her designee. Among its duties, this committee will be responsible for explaining the sick leave bank to paraprofessionals and providing them with sufficient advance notice and opportunity to determine whether to participate in the bank. All paraprofessionals will notify the Education District in writing of their decision to either participate or not participate in the bank. Sick leave benefits from the bank will be awarded in increments of one (1) day; provided, however, that the paraprofessional may return to work sooner, and the unused days will be returned to the bank. A

paraprofessional may not receive more than sixty (60) days from the sick leave bank during any rolling five-year (5-year) period.

ARTICLE IX

HOURS OF SERVICE

SECTION 1. BASIC WORK YEAR: The paraprofessional's work schedule will be determined by the Executive Director or designee, taking the requirements of the position into consideration. Hours worked in excess of forty (40) hours per week will be paid at time and a half time the paraprofessional's hourly rate and shall be approved by the Executive Director or designee in advance. In case of an emergency, the Executive Director shall be notified during the next working day after the overtime is worked provided no prior approval can be given. All hours worked on Sunday shall be paid at double time rates. Recognized holidays, if worked, shall be paid at time and one-half rate. The paraprofessional's work schedule may be modified in the event of school closures either at the member district or education district level.

SECTION 2. BUILDING HOURS: The specific hours at an individual building may vary according to the needs of the educational program of the school district to which the paraprofessional is assigned. The specific hours for the paraprofessional will be designated by the Executive Director.

SECTION 3. ADDITIONAL ACTIVITIES: In addition to the basic day, paraprofessionals shall be required to reasonably participate in Education District activities beyond the paraprofessional's basic day as authorized by the Executive Director. The normal duties for paraprofessionals include a reasonable share of training and supervisory activities.

Subd. 1. Definition: For purposes of this Section, an extracurricular assignment is a work assignment outside of the regularly scheduled work day that is assigned in writing by the Executive Director or designee.

Subd. 2. Applicability: Extracurricular work assignments under this section may be for a variety of purposes, but do not include summer school, staff development activities or extended work year. The exception would be enrichment activities that entail overnights.

Subd. 3. Rate of Pay: Extracurricular work assignments shall be at the paraprofessional's normal hourly rate of pay for any hours worked, except when the accumulated weekly hours, including regularly assigned work hours, plus the extracurricular work hours, exceed forty (40) hours per week. If the accumulated weekly work hours exceed forty (40), any time worked beyond forty (40) hours per week shall be paid at the rate of one and one half (1-½) times the normal rate of pay, in accordance with current district overtime procedures for non-exempt paraprofessionals.

SECTION 4. EMERGENCY DAYS: ~~Snow Days~~ In the event that school is closed for any emergency and the district designates the day as a distance learning day, an e-learning day or a snow day, paraprofessionals will be contacted by the Executive Director or designee and provided assignments. Paraprofessionals will be paid their full wages for scheduled work hours and benefits for the duration of a distance learning day or an e-learning day. If a paraprofessional is in attendance at school, they shall be released once all students are safely accounted for and accommodated. For emergency days that are not designated e-learning or digital days, paraprofessionals may use a personal leave day for an absence or make up the absence with Executive Director approval in writing.

ARTICLE X

LENGTH OF THE SCHOOL YEAR

SECTION 1. ESTABLISHED CALENDAR: Paraprofessional Duty Days:

Prior to June 1 of each school year, the Education District Board shall establish the number of school days and paraprofessional duty days for the next school

year. The paraprofessional shall perform services on those days as determined by the Education District Board, including those legal holidays on which the Education District Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school year shall consist of a minimum of one hundred seventy-eight (178) duty days and up to one hundred seventy-four (174) student contact days.

SECTION 2. MODIFICATION IN CALENDAR, LENGTH OF SCHOOL DAY:

Subd. 1. Calendar Modifications: In the event of energy shortage, severe weather, or other emergency condition, the Education District reserves the right to modify the Education District calendar, and, if school is closed on a normal duty day(s), the paraprofessional shall perform duties on such other day(s) in lieu thereof as the Education District shall determine. However, the paraprofessional's duty days shall not exceed their contracted year.

Subd. 2. Other Modifications: In the event of energy shortage, severe weather, or other emergency condition, the Education District may modify the duty day or duty week, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular forty (40) hour week.

Subd. 3. Meet and Confer: Prior to adjusting the calendar, duty day, or duty week, the Education District shall afford the exclusive representative the opportunity to meet and confer on such matters.

ARTICLE XI VACANCIES

SECTION 1. VACANCIES: A qualified paraprofessional may apply for any vacancy that occurs within the Education District.

Subd. 1. Length of Posting: During the school year, open positions will be posted for a minimum of five (5) working days on the

Education District website, ~~at River Bluff Education Center~~, and by notifying the exclusive representative. Positions that become open during summer months will be posted on the Education District website ~~and at River Bluff Education Center~~. The exclusive representative will be notified, within one (1) working day, of all open positions.

Subd. 2. Assignments: As soon as practicable, the Executive Director or designee shall deliver to each paraprofessional a Letter of Assignment for the following school year. The Exclusive Representative will also receive monthly Education District Board minutes through Boardbook.

ARTICLE XII

SENIORITY AGREEMENT

SECTION 1. SENIORITY AGREEMENT:

Subd. 1. Preparation: The Education District Board shall annually, by December 1, cause a seniority list which includes name, date employed, position/location and years worked to be prepared from its records. The prepared Seniority List will be emailed to each member's school email address. Seniority will be determined by date of employment.

Subd. 2. Request for Change: Any person whose name appears on such a list and who may disagree with the findings of the Education District and the order of seniority in said list shall have ten (10) days from the date of posting to supply written documentation, proof, and request for seniority change to the Education District.

Subd. 3. Final List: Within ten (10) days thereafter, the Education District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the Education District deems warranted. A final seniority list shall thereupon be prepared by the Education District, which list, as revised, shall be binding on the Education District and any paraprofessional. Each year thereafter, the Education District shall cause such a seniority list to be updated to reflect any

addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new paraprofessionals. Paraprofessionals shall acquire seniority upon completion of the twelve (12) month probationary period and, upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one (1) paraprofessional commences work on the same date, seniority ranking shall be determined by granting the higher seniority ranking to the paraprofessional with the earliest signature on their initial Notice of Assignment for that role. A paraprofessional who is properly discharged or who resigns shall forfeit accrued seniority. In the event of reemployment, seniority accrual shall begin as of the date of re-employment.

SECTION 2. REDUCTION OF WORKFORCE: A reduction of the work force shall be defined as the elimination of a job position or positions or the reduction of the yearly hours of a job position or positions by more than an hour per day. Upon receipt of a notice of layoff, a paraprofessional shall retain their seniority and right to recall within their classification in seniority order for a period of two (2) calendar years, beginning with the effective date of layoff. In the event the Education District reduces the paraprofessional work force within the Education District, such layoff shall occur in reverse seniority order.

Subd. 1. Notification: The Education District shall identify the position(s) being terminated and/or reduced by more than one (1) hour per day. Notice of such layoffs or reduction in hours shall be given to the paraprofessionals affected, on or before June 15 of each year. The designated Union representative will be notified by the Education District with the names of any paraprofessionals whose jobs are eliminated or have hours reduced by more than one (1) hour per day within ten (10) calendar days of the action.

Subd. 2. Right to Position: A paraprofessional whose position is affected by a reduction as discussed above shall have the right to replace any less senior paraprofessional in the same classification provided the

paraprofessional is qualified for the position selected, as determined by the Education District. The replacement procedure shall be repeated until the paraprofessional with the least seniority is laid off or a paraprofessional waives their right of seniority in writing.

SECTION 3. RECALL: Paraprofessionals shall be recalled in inverse order of seniority within classification. Only paraprofessionals who have completed their probationary period are eligible for recall. Paraprofessionals who choose not to return shall be terminated from their employment in the respective classification, with no right of recall.

Subd. 1. Notice of Recall: If school is in session, notice of recall shall be hand delivered to the paraprofessional. If school is not in session, notice of recall shall be by certified mail to the address on record in the paraprofessional personnel file. Response to the notice of recall must be made in writing to the Education District main office within seven (7) calendar days, excluding legal holidays, after receipt of such notice. If the notice of recall cannot be delivered to the address on record, the employment of the paraprofessional may be terminated after seven (7) calendar days, excluding legal holidays, following the attempted delivery.

Subd. 2. Seniority Status: Upon returning to the Education District position, the paraprofessional shall be credited with the same number of years of service as at the time of layoff and shall be given credit on the seniority list for all years worked in the Education District prior to the layoff. If a paraprofessional is recalled, the paraprofessional will be credited for the accumulated sick leave and vacation leave that the paraprofessional had when placed on layoff.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

SECTION 1. Meet and Confer: The Executive Director or designee, Education District Board Representatives, and up to three (3)

paraprofessionals appointed by the Exclusive Representative will meet for the purpose of reviewing the administration of the Agreement, and to resolve problems of interpretation and administration that may arise as needed.

Subd. 1: Agenda. Each party will submit to the other, at least forty-eight (48) hours prior to the meeting, an agenda of the items discussed.

Subd. 2: Meetings. All meetings will be scheduled to take place at mutually agreed upon times when the representatives involved are free from assigned work responsibilities. Meetings are not intended to bypass the grievance procedures.

SECTION 2. PROBATIONARY PERIOD: A paraprofessional, under the provisions of this Agreement, shall serve a probationary period of twelve (12) months from the date of (continuous) hire during which time the Education District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such a paraprofessional. In the event the Education District terminates a probationary paraprofessional at the end of a school year and rehires the paraprofessional within four (4) months of the termination, the paraprofessional's previous probationary employment period shall be credited toward their probationary period of twelve (12) months from the date of (continuous) hire. During the probationary period, the paraprofessional will receive two performance appraisals ~~during each calendar year~~. The first appraisal shall occur prior to ~~the end of the fourth month of employment~~.

SECTION 3. COMPLETION STIPEND: Paraprofessionals employed through the end of the school calendar and not on an improvement plan, will receive a \$1500 completion stipend payable in June. Paraprofessionals hired after the start of the ~~school~~ year will have this completion stipend prorated by the number of days they are contracted over the calendar established in Article X Section 1 or the total number of paraprofessional work days in that school calendar.

ARTICLE XIV

GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINITION: A "grievance" shall mean an allegation by a paraprofessional, group of paraprofessionals, and/or the exclusive representative resulting in a dispute or disagreement between the paraprofessional, group of paraprofessionals and/or the exclusive representative and the Education District as to the interpretation of the application or terms and conditions contained in this Agreement.

SECTION 2. REPRESENTATION: The paraprofessional or group of paraprofessionals, may represent themselves during the informal level and Levels I, II, and III of the Grievance Procedure or may be represented by the Exclusive Representative. Only the Exclusive Representative has the right to pursue a grievance to arbitration. The administrator or Education District may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

SECTION 3. DEFINITIONS AND INTERPRETATIONS:

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

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

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

SECTION 4. TIME LIMITATION AND WAIVER: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Education District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the paraprofessional and the Education District's designee.

SECTION 5. ADJUSTMENT OF GRIEVANCE: The Education District and the paraprofessional, group of paraprofessionals, and/or exclusive representative shall attempt to resolve all grievances which may arise during the course of employment through informal discussion in the following manner:

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

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Director, the Director or his/her designee shall set a time to meet regarding the grievance within 15

days after receipt of the appeal. Within ten (10) days after the meeting, the Director or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Education District Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Education District Board, the Education District Board shall set a time to hear the grievance within twenty (20) days after the meeting. The Education District Board shall issue its decision in writing to the parties involved. At the option of the Education District Board, a committee or representative(s) of the Education District Board may be designated by the Education District Board to hear the appeal at this level and report the findings and recommendations to the Education District Board. The Education District Board shall then render its decision.

SECTION 6. EDUCATION DISTRICT BOARD REVIEW: The Education District Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the Education District Board or its representative(s) notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the Education District Board reviews a grievance under this section, the Education District Board reserves the right to reverse or modify such decision.

SECTION 7. DENIAL OF GRIEVANCE: Failure by the Education District Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the paraprofessional may appeal it to the next level.

SECTION 8. ARBITRATION PROCEDURES: In the event that the Exclusive Representative and the Education District are unable to resolve any

grievance, the grievance may be submitted to arbitration by the Exclusive Representative as defined in this article:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the Exclusive Representative, and such request must be filed in the office of the Director within ten (10) days following the decision in Level III above.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the Director, the submission of the grievance which shall include the following:

- (1) the issues involved,
- (2) statement of the facts,
- (3) position of the grievant,
- (4) the written information relating to Section 5. above.

The Education District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as

they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. The decision by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order, including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording, if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be paid for equally.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited

to, such areas of discretion or policy as the functions and programs of the Education District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligation of the Education District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

SECTION 9. ELECTION OF REMEDIES AND WAIVER: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the paraprofessional shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XV

SUSPENSION WITHOUT PAY

SECTION 1. DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES: Progressive discipline procedures are covered in Education District Policy 403.

SECTION 2. WITHOUT PAY: A paraprofessional may be suspended without pay for reasons addressed in Education District Policy 403.

SECTION 3. NOTICE: Suspension shall take effect upon the paraprofessional's receipt of written notification from the Director, stating the grounds for suspension together with a statement that the paraprofessional

may make a written request within five (5) work days after receipt of such notification for a hearing before the Education District Board to review the suspension. If no hearing is requested within such five (5) work day period, the paraprofessional shall be deemed to have acquiesced to the suspension.

SECTION 4. HEARING: If the paraprofessional requests a hearing within the five (5) work day period, the hearing shall take place within ten (10) work days after receipt of the request for hearing. At the option of the Education District Board, the hearing may be by a committee or a designated representative of the Education District Board. The Education District Board reserves the right to affirm, reduce, or reverse the suspension action. In the event the suspension is reversed or reduced, the paraprofessional shall be compensated appropriately for any salary loss during the period of the suspension not affirmed by the Education District Board. The paraprofessional shall be notified of the date, time, and place of the hearing, and the Education District Board shall issue its decision within ten (10) work days after the conclusion of the hearing.

SECTION 5. GRIEVANCE: The decision of the Education District Board shall be subject to the grievance procedure commencing at the arbitration level, provided written notification requesting arbitration is received by the Director within five (5) work days after receipt of the Education District Board's decision.

ARTICLE XVI

DURATION

SECTION 1. TERMS AND REOPENING NEGOTIATIONS: The Agreement shall remain in full force and effect for period commencing upon the date of its execution through June 30, 2026, and thereafter as provided by the PELRA. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2024, it shall give written notice of such intent to the other party no later than May 1, 2026. If such notice is not timely served, the

Education District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

SECTION 2. EFFECT: This Agreement constitutes the full and complete Agreement between the Education District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and Education District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the Education District to continue or discontinue existing or past practices or prohibit the Education District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

SECTION 3. FINALITY: Pursuant to MN Statute 179A.20, Subd. 3., any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

SECTION 4. SEVERABILITY: The provisions of this Agreement shall be severable, and if any provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the application of any provision of the Agreement.

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

For: **The Education District Board:**

Education District Board Chair

Date: _____

Education District Board Clerk

Date: _____

For: **The Exclusive Representative:**

President

Date: _____

Chair, Negotiation's Committee

Date: _____

SCHEDULE A

INSURANCE CONTRIBUTIONS

The Education District will contribute:

1. for ~~2026-2027~~~~2024-2025~~ ~~\$700.00~~~~\$568.00~~ per month to pay health-hospitalization insurance for paraprofessionals working at least six (6) hours per day and nine (9) months per year.
2. for ~~2027-2028~~~~2025-2026~~ ~~\$700.00~~~~\$593.00~~ per month to pay health-hospitalization insurance for paraprofessionals working at least six (6) hours per day and nine (9) months per year.
3. for ~~2026-2027~~~~2024-2025~~ and for ~~2027-2028~~~~2025-2026~~ \$16.00 per month to pay the paraprofessional's single dental insurance; \$37.00 per month to pay the paraprofessional's and dependent's dental insurance if the paraprofessional has legal dependents.

SCHEDULE B

SALARY SCHEDULES

2024-2025

STEP	Early Childhood SpEd Paraprofessionals & SpEd Settings I - III Paraprofessionals	SpEd Setting IV Paraprofessionals
1	\$19.26	\$24.61
2	\$19.80	\$25.15
3	\$20.33	\$25.68
4	\$20.87	\$26.22
5	\$21.40	\$26.75

2025-2026

STEP	Early Childhood SpEd Paraprofessionals & SpEd Settings I - III Paraprofessionals	SpEd Setting IV Paraprofessionals
1	\$20.61	\$26.33
2	\$21.18	\$26.91
3	\$21.75	\$27.48
4	\$22.33	\$28.05
5	\$22.90	\$28.62

2026-2027		
STEP	Early Childhood SpEd Paraprofessionals & SpEd Settings I - III Paraprofessionals	SpEd Setting IV Paraprofessionals
1	\$21.61	\$27.33
2	\$22.18	\$27.91
3	\$22.75	\$28.48
4	\$23.33	\$29.05
5	\$23.90	\$29.62
2027-2028		
STEP	Early Childhood SpEd Paraprofessionals & SpEd Settings I - III Paraprofessionals	SpEd Setting IV Paraprofessionals
1	\$22.61	\$28.33
2	\$23.18	\$28.91
3	\$23.75	\$29.48
4	\$24.33	\$30.05
5	\$24.90	\$30.62

SCHEDULE C

TAX-DEFERRED, MATCHING CONTRIBUTION PLAN:

1. The Education District shall contribute an amount equal to the paraprofessional's contribution in a tax-deferred, matching-contribution plan, subject to the schedule below:
2. All paraprofessionals hired after July 1, 2021 will be automatically enrolled in a voluntary 403(b) plan. Fifty (\$50.00) dollars will be deducted from each paycheck and contributed into a Target Date Fund (TDF) as the default investment managed by EFS Advisors. EFS Advisors will be the responsible Fiduciary of the default investments. A paraprofessional can opt out of the plan within 90 days and withdrawals will be returned to the school and added back into the paraprofessional's paycheck. Paraprofessionals may transfer the account to any of the qualified investment companies listed in the Employer 403(b) Plan Document Adoption Agreement.
3. Contribution match information:

<u>Years of Service in the Education District</u>	<u>Education District Match</u>
0-3	\$ 1,000
4-10	\$ 1,500
11+	\$ 2,000

- III. **Other:**
- IV. **Next Meeting Date: September 24, 2026 at the River Bluff
Education Center in Red Wing.**
- V. **Adjournment**