

MASTER AGREEMENT

Between

Independent School District No. 2168

And

NRHEG Paraprofessional Association

Education Minnesota – Local #7302

2023-2025

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ARTICLE I
PURPOSE

SECTION 1 - PARTIES: This Agreement is entered into between Independent School District No. 2168, New Richland, Minnesota, hereinafter referred to as the "School District" and the NRHEG Paraprofessional Association, hereinafter referred to as the "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 secondary and elementary paraprofessionals employed by ISD No. 2168.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1 - RECOGNITION: In accordance with the PELRA, the School District recognizes the NRHEG Paraprofessional Association as the exclusive representative for secondary and elementary paraprofessionals employed by the School District. The exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

SECTION 2 - DESCRIPTION OF APPROPRIATE UNIT: The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this agreement and the PELRA and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III
DEFINITIONS

SECTION 1 - TERMS AND CONDITIONS OF EMPLOYMENT: The "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except for retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" are subject to the provisions of the PELRA.

SECTION 2 - DESCRIPTION OF APPROPRIATE UNIT: For purposes of this agreement, the term NRHEG Paraprofessional shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of

the normal workweek in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year and emergency employees.

SECTION 3 - SCHOOL DISTRICT: For the purpose of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

SECTION 4 - OTHER TERMS - Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV SCHOOL BOARD RIGHTS

SECTION 1 - INHERENT MANAGERIAL RIGHTS: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

SECTION 2 - MANAGEMENT RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide an educational opportunity for the students of the School District.

SECTION 3 - RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein.

ARTICLE V EMPLOYEE RIGHTS

SECTION 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 condition 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 – DUES CHECK OFF: Employees shall have the right to request and be allowed dues check-off for the exclusive representative, 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 from the employee involved, the School District shall deduct from the employee's paycheck the dues the employee has agreed to pay to the exclusive representative. These deductions shall occur in bi-monthly equal installments, beginning with the first pay period in October and ending the last pay period in May. The employee may terminate deductions by giving written notice to the exclusive representative to the effect with a copy to the business office.

SECTION 3 - MEET AND CONFER: Three individual Meet and Confer sessions per school year may be requested by either the district administration or the exclusive representative. Each party shall choose its three (3) representatives for such meetings; the purpose of such meetings shall be to discuss policies and other matters relating to their employment which are not terms and conditions of employment.

ARTICLE VI
RATES OF PAY

SECTION 1 - SALARY SCHEDULE, PLACEMENT, AND ADVANCEMENT:

Subd 1. The District has the discretion to place a new employee at an hourly rate of pay that is equal to the years of experience the employee has as a paraprofessional in a school setting. Up to seven years of experience may be granted as compared to an existing paraprofessional's rate of pay with the same years of experience (For example, three years prior experience as a paraprofessional is equal to the rate of pay for an existing para with three years of experience).

Subd 2. Paraprofessionals who have Tier 3 or 4 Teacher licenses can be granted up to seven years of experience as compared to an existing paraprofessional's rate of pay with the same years of experience.

Subd 3. The wages and salaries reflected in Schedule A attached hereto, shall be a part of the Agreement for the period commencing September 1, 2023, to June 30, 2025.

Subd 4. During the duration of this Agreement, advancement of salary shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be

compensated according to the current rate until a successor Agreement is entered into.

Subd 5. An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for just cause. An action withholding a salary increase shall be subject to the grievance procedure,

SECTION 2 – LONGEVITY STIPEND: Beginning in the tenth year of employment of the district, and recurring every five years thereafter, paraprofessionals will receive a longevity stipend of \$500 in their first paycheck of the following year (beginning of year 11, 16, 21, 26, 31...). Paraprofessionals reaching their tenth year of employment in the district or a five-year anniversary of such employment during the 2023-2024 school year will be the first to be eligible for this bonus, to be paid out at the beginning of the 2024-2025 school year.

SECTION 3 - PAY DATES: Employees will be paid on a ten-month basis, payable bi-monthly on the 15th and last days of the month.

SECTION 4 - PLACEMENT OF FORMER EMPLOYEES: When returning within three years to the District, any employee with previous work experience as a paraprofessional in the District shall be rehired at the hourly rate of pay they were at when they left the District.

ARTICLE VII TAX-SHELTERED ANNUITY

SECTION 1 – MATCHED PLAN: The school district will maintain a matching program to a 403(b) tax-sheltered annuity. All paraprofessionals shall be allowed to contribute to their tax-sheltered annuity as soon as they begin their employment. The District shall provide information on the plan when hired. All paraprofessionals beginning their second (2nd) year of employment as a paraprofessional in the school district are eligible to participate in the matching program. Eligible paraprofessionals working a minimum of 1155 hours per year are eligible to receive the annual maximum match as defined in Article VII Section 1a. Part-time employees shall be eligible for a prorated contribution match.

Section 1a. Plan Year: The plan year will extend from September 1 through June 30.

Section 1b. Annual Contribution: The school district's matching contribution to employees participating in the 403(b) annuity matching program shall be as follows:

<u>Full-Year of Service in the District</u>	<u>Maximum Annual Matching Contribution</u>
First Year	no match
Starting year 2 through 5 years	\$300
Starting year 6 through 10 years	\$450
Starting year 11 or more years	\$750

The annual limit on the amount an individual paraprofessional may contribute to his/her 403 (b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder.

SECTION 2 – SELECTION OF PROVIDER: The selection of the Provider and number of Providers of the deferred compensation plan shall be made by the School District as may be provided by law.

SECTION 3 – PROVIDERS: Once the election to participate in the 403(b) annuity matching program is made, the eligible employee shall indicate which of the providers he/she has selected and authorized the district to withhold his/her matching contribution. The employee's annual contribution is divided and withheld over the pay periods for the plan year. The district's annual contribution is paid on the same basis.

ARTICLE VIII GROUP INSURANCE

SECTION 1 - LIFE INSURANCE:

Subd 1. Employees are entitled to the District Term Life Policy, with the District paying the annual premium for \$35,000 of coverage. Participation of employees is subject to any limitations established by the insurance carrier.

Subd 2. Upon termination of employment, all board participation and contributions shall cease, effective on the last working day.

SECTION 2 - LONG TERM DISABILITY: A group long-term disability insurance policy shall be made available to all employees. The Board shall select the carrier and pay the monthly premium for each employee desiring such coverage, subject to carrier restrictions.

SECTION 3 - HEALTH INSURANCE ELIGIBILITY: An employee is eligible for insurance if the employee works 30 or more hours per week in the District.

ARTICLE IX
LEAVE OF ABSENCE

SECTION 1 – SICK & SAFE LEAVE:

Subd. 1. A full-time employee shall earn one sick and safe time leave day on August 15th and one sick and safe time leave day on September 1st of each school year and will add sick and safe time leave time at the rate of one half (1/2) day for each month of service thereafter (October - May) while employed with the School District. The annual maximum sick and safe time leave days received shall not exceed six (6) days. Sick and safe time leave days will be prorated for paraprofessionals working less than full-time.

Subd. 2. Unused sick and safe time leave days may accumulate to a maximum of 110 days of sick and safe time leave per employee.

Subd 3. Sick and safe time leave with pay shall be allowed whenever an employee's absence is necessary for the following reasons:

- The employee's mental or physical illness, treatment or preventative care;
- A family member's mental or physical illness, treatment or preventative care;
- Absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- Closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- When determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Subd 4. Sick and safe leave may be used for the care and support of an employee's:

- Child, including foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis (in place of a parent);
- Spouse or registered domestic partner;

- Sibling, stepsibling, or foster sibling;
- Biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- Grandchild, foster grandchild, or step-grandchild;
- Grandparent or step-grandparent;
- Sibling's child
- Parent's sibling;
- Child-in law or sibling-in-law;
- Any of the family members listed above of an employee's spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

This list is pursuant to MN Statutes 181.940 et. seq.

Subd. 5. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick and safe time leave pay. However, the final determination as to the eligibility of an employee for sick and safe time leave is reserved for the School District. In the event such a certificate is required, the School District shall pay all applicable fees.

Subd. 6. Up to two days of sick and safe leave time may be used due to the unexpected closure of an employee's daycare. The district may require an employee to furnish a letter from the employee's daycare as evidence of closure.

Subd. 7. Sick and safe time leave allowed shall be deducted from accrued sick and safe time leave days earned by the employee. Sick and safe time may be used in increments of one-fourth hour (1/4 hour) or more with the minimum amount being requested being one (1) hour.

Subd. 8. Donation of Sick and Safe Time. The purpose of this section is to provide a mechanism by which paraprofessionals can voluntarily donate sick and safe leave to other staff. It is expressly intended to be used by any staff members who are incapable of performing their duties due to a serious accident/illness of self, spouse, children, siblings, parents, and spouse's parents after they have depleted their accumulated sick and safe leave and personal leave. It is not intended to be used for any other type of leave provided for in this contract. Sick and safe leave donations will require a medical certificate to verify the use. All donations will be made only for sick and safe leave days approved by the Sick Leave Bank Committee.

- A Sick Leave Bank Committee made up of the Superintendent, applicable building principal, and two representatives of the exclusive representative (one each from the elementary and secondary sites) will be responsible for accounting of such leave. The committee's decisions will be considered final and not subject to grievance.
- Paraprofessionals may donate time from only their accrued sick and safe leave balance. All donations must be made in full-day increments. Once donated time has been transferred to the recipient's leave balance, the donor has no rights to that time for any reason.
- The decision to donate sick and safe leave should be individual and personal; it is completely voluntary and confidential. Once the Sick Leave Bank Committee has approved a staff member to receive donated sick and safe leave time, paraprofessionals who wish to donate days must complete the appropriate forms and submit them to the payroll office. Approved donations will be immediately deducted from the donor's leave balance and credited to the recipient's balance. The payroll office will notify the donor and the recipient once the transfer is complete.

SECTION 2 - BEREAVEMENT LEAVE:

Subd. 1. Any time Paraprofessionals spend attending funerals or on bereavement leave must be approved in advance by their direct supervisors. Such time will be deducted from accrued sick and safe time leave. Personal leave as set forth in Section 5 may also be used for bereavement leave.

SECTION 3 - CHILD CARE LEAVE:

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section. Child care leave may be requested because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time, or for the adoption of a child or children, provided such parent is caring for the child on a full-time basis.

Subd 2. An employee shall request child care leave from the superintendent in writing at least three (3) calendar months in advance of the intended leave, whenever possible.

Subd. 3. If the reason for child care leave is occasioned by pregnancy, an employee may utilize sick and safe leave pursuant to the sick leave provisions of the Agreement during the period of physical disability. However, an employee shall not be eligible to accrue sick leave during the time covered by a child care leave. A pregnant employee will also, at the time of the leave application, provide a statement from her physician indicating the expected date of delivery.

Subd. 4. Inclusive of FMLA, Child Care Leave shall be extended upon the request of the employee for up to one (1) year. It is understood that this leave may be unpaid.

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

1. Permit the employee to return to employment prior to the date designated in the request for child care leave, unless a suitable opening is available and the employee is physically able.

Subd. 6. An employee returning from child care leave shall be re-employed in a position for which qualified. The salary at the time of re-employment will be the same as at the time of the commencement of the leave.

Subd. 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave. Whenever child care leave extends to the end of a school year, the employee must notify the superintendent in writing by April 1 of intent to return or not return to the district the following year.

Subd. 8. Leave under this section shall be without pay or fringe benefits.

Subd. 9. Periods of time when an employee is on child care leave may not be used to satisfy probationary time requirements.

Subd. 10. The School District may adjust the proposed beginning and ending date of the child care leave so that the dates coincide with some natural break in the school calendar.

Subd. 11. Non-Birthing Leave: An employee may use (5) days of accumulated sick and safe time leave for the birth of a child. Additional days may be granted at the discretion of the Superintendent.

SECTION 4 - JURY & TESTIMONIAL DUTY: An employee will be excused from other work assignments while occupied on jury duty. The employee shall be compensated for the difference between the employee's regular salary and the pay for such application for such period he/she is away from their employment assignment. There shall be no loss of income for such services.

SECTION 5 - PERSONAL LEAVE: A full-time paraprofessional may accrue five (5) personal leave days at the beginning of each school year, with a maximum total accumulation of five (5) days. Personal leave days will be prorated for paraprofessionals

working less than full-time. Requests for up to three (3) consecutive personal leave days must be submitted to the employee's administrative supervisor at least three days in advance, except in the event of emergencies. Requests to use four (4) or five (5) consecutive personal leave days must be submitted to the employee's administrative supervisor at least 60 days in advance. Paraprofessionals will be granted leaves of four (4) or five (5) consecutive personal days only once in any two (2) consecutive school years, except in the event of an emergency. Personal leaves must have prior approval, but at no time shall more than two (2) paraprofessionals per building be granted personal leave on the same day. The reason for taking personal leave need not be given. Requests for personal leave must be placed during the school year when the leave will be used, beginning no earlier than July 1. Unused personal days that would be forfeited shall be automatically converted into additional sick leave. Personal leave may be used in half (1/2) or full day increments.

SECTION 6 - ASSOCIATION LEAVE: At the beginning of each school year the Paraprofessional Association will be credited with two (2) days of Association Leave to be used for Association business. The Association agrees to reimburse the District for the cost of the paraprofessional's salary and benefits using the leave. As a result, the paraprofessional's salary and benefits will not be reduced. The Association agrees to notify the Superintendent at least three (3) working days prior to the intended use of the leave, designating who will be using the leave and the date(s) to be used.

SECTION 7 - MEDICAL LEAVE: The Family Medical Leave Act (FMLA) shall apply to paraprofessionals in its entirety. It is agreed that the qualification in the law requiring the employee to have actually worked 1250 hours in the previous 12 months before the start of the leave will be reduced to 970 hours in the previous 12 months before the start of the leave for the purpose of eligibility.

SECTION 8 - PRORATION OF APPROPRIATE LEAVE BENEFITS

Subd. 1. - Part-time Employee: Appropriate leave benefits i.e. sick, personal, etc. will be prorated based on the percentage of 1.0 FTE (7 hours/day) worked.

Subd. 2. - Employees hired or leave during the school year: Appropriate leave benefits i.e. sick, personal, etc. will be prorated based on the percentage of the regular work year worked.

ARTICLE X
HOLIDAYS

SECTION 1 - HOLIDAYS: All employees shall receive the following holidays with pay: Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, New

Year's Day, Good Friday. Holiday pay will be for hours an employee is regularly scheduled to work.

Subd. 1. If a holiday occurs on a Saturday, Friday will be observed and if it falls on a Sunday, Monday will be the observed holiday. If school is in session, Good Friday will become a floating holiday.

ARTICLE XI
HOURS OF SERVICE AND DUTY YEAR

SECTION 1 - BASIC WORK WEEK: The regular workweek, exclusive of lunch, shall be prescribed by the School District each year for regular employees.

SECTION 2 - BASIC WORK YEAR: The basic workweek for paraprofessionals is aligned with student contact days and consists of seven (7) hour workdays, excluding a 30-minute unpaid lunch break.

SECTION 3 - PART-TIME EMPLOYEES: The School District reserves the right to employ such personnel as it deems necessary on a part-time or casual basis for a time less than that of the regular employees.

SECTION 4 - LUNCH/BREAK PERIOD:

Subd. 1. Each employee shall be provided with a duty-free lunch period of at least thirty (30) minutes.

Subd. 2. Each employee shall be provided with a duty-free work break of five (5) minutes per each hour of work. Break time shall not exceed thirty (30) minutes per day.

SECTION 5 - EMERGENCY SCHOOL CLOSINGS:

Subd. 1. For early closings or late starts due to weather conditions or other emergencies as declared by the School District, the employee will be compensated for the entire normal workday.

Subd. 2. If school is closed all day for a weather-related or other emergency as declared by the School District, the employee will make up the day if the canceled student day is rescheduled. If the canceled student day is not rescheduled or scheduled as a e-Learning Day, the employee may make up the day during a non-student day as determined by the District. The employee may also have the option of completing online professional development, if available, as determined by the District. Paraprofessionals will have up to three (3) days to

complete online professional development. If the job duties of a paraprofessional constitute working with students, the paraprofessional may – with supervisor approval – work with students during an e-Learning Day.

Subd 3. If an employee is unable to get to work because of weather conditions and the day has not been designated as an emergency or late start, the employee shall forfeit one (1) day's pay or have the ability to use personal leave if available.

SECTION 6 - NOTICE OF ASSIGNMENT:

Subd. 1. The District shall provide written notice to all paraprofessionals of their employment status for the next school year on or before the last student day of the current contract year.

Subd. 2. The School District reserves the right to make modifications or adjustments in assignments during the school year. When changes occur, the School District will meet with the paraprofessional involved and discuss the changes. The final decision will be at the discretion of the School District.

SECTION 7 - SHIFTS AND STARTING TIMES: All employees will be assigned starting times and shifts as determined by the School District. Start and end times will be assigned by August 1 of each year.

SECTION 8 - NON-STUDENT CONTACT DAY:

Subd 1. When an employee is required to attend a training session by the School District, the employee's current hourly rate times the number of hours required for the training session and travel time to and from the District's school building nearest the event will determine the pay for the day. The total number of paid hours shall not exceed nine hours per day. If the School District offers staff development training for teachers which reduces student contact time, paraprofessionals shall have the option to make up said time during a non-student day.

Subd 2. All paraprofessionals are required to attend three (3) days each school year for the purpose of staff development. The days will be scheduled on the school district calendar. At least one of these days of at least six (6) hours must take place prior to the start of the first instructional day of the school year.

Subd. 3. The staff development objectives and activities for each day will be determined by the District after meeting with the Association President or his/her designee.

SECTION 9 – ONE-ON-ONE: Paraprofessionals who work one-on-one with an individual student with a disability must be provided paid time or dedicated time

during the school day to review a student's individualized education program. When possible, this will be a dedicated time with the teacher of record or case manager of the student.

SECTION 10 - LAY-OFF / REDUCTIONS: In the event it is necessary to reduce the workforce, employees shall be laid off in the order starting with the most recently hired, provided the remaining employees have the necessary skills and qualifications to perform the duties as determined by the District. The District will notify employees on layoff status of an opening within the NRHEG School District via certified mail. It is the responsibility of the employee on layoff to keep the District informed of their current contact information. Ultimate hiring decisions are at the discretion of the NRHEG School District based upon specific district needs but may be challenged utilizing the grievance procedure. Recall rights shall cease one (1) year after the layoff.

ARTICLE XII
DISCIPLINE, DISCHARGE, PROBATIONARY PERIOD, AND PAID
ADMINISTRATIVE LEAVE

SECTION 1 - PROBATIONARY PERIOD: An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) consecutive months from the first date of employment in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the agreement alleged to have been violated.

SECTION 2 - DISCIPLINE:

Subd. 1. An employee may be suspended without pay or discharged only for just cause.

Subd. 2. Prior to termination or discharge, the School District depending on the severity of the allegations may utilize any of the following forms of discipline: oral reprimand, written reprimand, suspension, with pay and/or suspension without pay.

Subd. 3. An employee during any disciplinary review has the option to be accompanied by the exclusive representative, upon request to the employer.

Subd. 4. Upon written request, the Superintendent will schedule a time for the employee to have access to their personnel file. The employee shall be provided copies of any material contained in their personnel file upon written request.

SECTION 3 – PAID ADMINISTRATIVE LEAVE: A paraprofessional may be placed on Paid Administrative Leave to allow for the investigation of allegations, or due to other circumstances requiring the paraprofessional to be removed from duty.

ARTICLE XIII
GRIEVANCE PROCEDURE

SECTION 1 - DEFINITION

Subd. 1. A "grievance" shall mean an allegation by an employee or group of employees resulting in a dispute or disagreement between the Paraprofessionals and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Subd. 2. A "working day" is defined as Monday through Friday, excluding holidays in which school is not in session or the District is closed.

SECTION 2 - REPRESENTATIVE: The grievant, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on his/her behalf.

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

SECTION 4 - FILING AND POSTMARK: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

SECTION 5 - Step I: Whenever any aggrieved employee or group of aggrieved employees have a grievance, they shall meet on an informal basis with the employees' building principal in an attempt to resolve the matter within twenty-five (25) working days after the incident giving rise to the grievance. If the parties are unable to resolve the dispute within such twenty-five (25) working day period, the grievance shall be reduced

to writing by the grievant and submitted to the superintendent (see Step II) within seven (7) working days. If the grievance involves a matter which substantially affects a large number of employees, the grievance shall be reduced to writing by the grievant and submitted to the superintendent (see Step II) within twenty-five (25) working days after the date of the incident giving rise to the grievance.

SECTION 6 - Step II: The superintendent shall meet with the grievant within seven (7) working days after receipt of the written grievance and attempt to mutually resolve the dispute. If an agreement is reached, the terms of the resolution shall be written on the grievance and signed by both parties.

If the parties are unable to reach an agreement the superintendent shall, within five (5) working days thereafter, submit his decision in writing to the grievance. The grievant must appeal this decision to Step III in writing to the clerk of the School Board within five (5) working days after receipt of the decision in Step II.

SECTION 7 - Step III: The School Board shall meet with the grievant within fifteen (15) working days after receipt of the grievance to attempt to resolve the dispute. Upon resolution, both parties shall sign a memorandum setting out the disposition of the grievance. If the parties are unable to reach an agreement within ten (10) working days after the Step III meeting, the School Board shall make its decision in writing to the grievant. The grievant must appeal in writing the decision of the School Board to arbitration by submitting such appeal to the superintendent within five (5) working days.

SECTION 8 - Step IV:

Subd. 1. The School Board and the grievant shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the school board and the grievant are unable to agree on an arbitrator, they shall request from the Commissioner of the Bureau of Mediation Services, state of Minnesota, a list of five (5) names. The list maintained by the Commissioner of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternatively strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

Subd. 2. The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of the existing contract.

Subd. 3. The decision of the arbitrator shall be final and binding upon the parties. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

SECTION 9 - FORFEITURE: Failure to adhere to the time limits shall result in a forfeit of the grievance. However, the parties by mutual written agreement may waive any step and extend any time limits in the grievance procedure.

SECTION 10 - EXPENSES: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of the transcript or recording shall be paid by the party requesting the transcript or recording unless otherwise mutually agreed. However, the party ordering a copy of such transcript shall pay for such a copy.

ARTICLE XIV PUBLIC OBLIGATION

The Union agrees that during the duration of this Agreement it will not cause, encourage, participate in or support any strike, slow down, or other interruption of or interference with the normal functions of the employer.

ARTICLE XV DURATION

SECTION 1 - TERMS AND REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for the period commencing on July 1, 2023, to June 30, 2025, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to the expiration of this contract.

SECTION 2 - EFFECT: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements.

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SECTION 3 - FINALITY: Any matter relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

For NRHEG Paraprofessional Association

For Independent School District 2168

Paula Conklin

11-9-23

NRHEG Local President

Date

Ruth Schatz

11-20-23

NRHEG Board Chairperson

Date

[Signature]

11/9/23

NRHEG Chief Negotiator

Date

[Signature]

11-20-23

NRHEG Board Clerk

Date

Salary Schedule A

Salary Schedule A

The starting hourly rate of pay for new paraprofessionals will be \$15.75 / hour for the 2023-2024 school year and \$16.95 / hour for the 2024-2025 school year.

- For the 2023-2024 school year, increase the hourly rate of pay for all returning paraprofessionals by one dollar and twenty cents per hour (\$1.20), based on their 2022-2023 school year rate of pay.
- For the 2024-2025 school year, increase the hourly rate of pay for all returning paraprofessionals by one dollar and twenty cents per hour (\$1.20) based on their 2023-2024 school year hourly rate of pay.