

PARAPROFESSIONALS  
AGREEMENT

2007-2009

St. Cloud Area School District 742  
St. Cloud, Minnesota

PARAPROFESSIONALS AGREEMENT  
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CONTRACT

This Contract is made and entered into by and between St. Cloud Area School District 742, St. Cloud, Minnesota, hereinafter referred to as the "Employer", and Minnesota School Employees Association hereinafter referred to as the "Union".

ARTICLE I  
RECOGNITION

The Board hereby recognizes the Minnesota School Employees Association as the sole exclusive representative with respect to wages, hours and all other working conditions for all Paraprofessionals employed by St. Cloud Area School District 742 and whose employment service exceeds the lesser of eleven and four tenths (11.4) hours per week or thirty-five (35) percent of the normal workweek and more than sixty-seven (67) work days per school year in a single position within a classification excluding confidential, supervisory food service employees and all other employees.

ARTICLE II  
MANAGEMENT RIGHTS

Section 2.1 Authority and Power of the Employer: The laws of the State of Minnesota have vested in the Employer the full authority and power to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules and regulations for the district. All such authority and power of the Employer shall continue unimpaired, except as limited by a specific provision of this contract.

Section 2.2 Provisions Contrary to Law: Any portion of this Contract which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. If any provisions of this Contract or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this contract or the application of such provision under other circumstances. The employer reserves the right to amend any provisions of this contract as necessary to comply with federal or state laws or rules and regulations promulgated thereunder, subject to the grievance procedure.

Section 2.3 Notice of Physical Limitations: Management has the right to expect notice from an employee's doctor of any physical limitations when the employee is requesting job related accommodations. Notice shall be provided prior to the beginning of, and during the year if necessary, each school year and shall be considered confidential.

Section 2.4 Drug and Alcohol Testing: The School District and the Paraprofessional unit have a commitment to provide a drug-free and alcohol-free school environment for all employees and students of District 742. The District and the Paraprofessional unit agree to the terms and conditions which are set forth in School District Policy Number 416, Employee Drug and Alcohol Testing Policy (including Administrative Guidelines on such policy), which was adopted by the Board of Education on November 30, 1995. This Board Policy and Administrative Guidelines will allow the District (under the conditions specified in the Policy and/or Guidelines) to require an employee to

submit to drug and/or alcohol testing. No employee shall be tested for drugs and/or alcohol except pursuant to the provisions of the Employer's Drug and Alcohol Testing Policy which is hereby incorporated by reference as noted above.

### ARTICLE III EMPLOYEE RIGHTS

Section 3.1 Request for 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 any employee organization that has lost its rights to dues check-off pursuant to 179.64 to 179.75 of the P.E.L.R.A of 1971. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions may be terminated only between June 1 and August 15 by the employee by giving written notice to that effect to the Human Resources Office, with a copy to the exclusive representative.

Section 3.2 Fair Share Fees: In accordance with M.S. 179.65, Subd. 2, as amended, any employee included in the appropriate unit who is fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the union, less the cost of benefits financed through the dues and available only to members of the union, but in no event shall the fee exceed 85% of the regular membership dues.

The union shall provide written notice of the amount of the fair share fee assessment to the school district and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the school district and the union within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the union. The employer shall deduct the fee from earnings of the employee and transmit the fee to the union thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the employer pending a decision by the PERB or Court. Any fair share challenge shall not be subject to the grievance procedure.

The union hereby warrants and covenants that it will defend, indemnify and save the employer harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the union as provided herein.

Section 3.3 Sums Deducted from Salary: The employer shall transmit any sums deducted from an employee's paycheck for membership dues or fair share fees, along with the list of names for whom

deductions were made to the union within forty (40) calendar days of such deduct.

Employees leaving the employment of the district shall pay dues deduction or fair share fees through the last paycheck from the District. Payments missed during the school year because of short-term absence will be adjusted at the end of the year by notification from the union. Deductions for persons on long-term leaves will be determined at the time of the leave.

Section 3.4 Right to View: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his 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 of circumvent the rights of the union. This section is subject to the grievance procedure but is not subject to arbitration.

Section 3.5 Personnel Files: Employees upon written request to the supervisor having custody of the personnel files, shall have the right to review the contents of his/her own personnel file. Employees shall have the right to reproduce any of the contents of the file at his/her own expense. The employee may submit any information in response to material in the file and such information shall become part of the file. This section is subject to the grievance procedure but is not subject to arbitration.

#### ARTICLE IV DEFINITIONS

Section 4.1 Seniority Classifications: The school district shall recognize the following seniority classifications:

1. Educational Paraprofessional (K01)
2. Special Education Paraprofessional (N01)
3. Student Support Paraprofessional (MO1, MO2)
4. Clerical Paraprofessional (L01)
5. Classroom Paraprofessional (L02)
6. Media Paraprofessional (L03)
7. Technology Paraprofessional (L04)
8. Title I Paraprofessional (L05)
9. Child Care Paraprofessional (L06)
10. Building Paraprofessional (01)
11. Health Paraprofessional (L09)
12. Itinerant Paraprofessional
13. Cultural Navigator Paraprofessional

Section 4.2 Temporary Employees and Substitutes: Temporary employees or substitutes who work within a single position within a seniority classification for sixty-seven (67) days or more in a school year shall gain seniority dating back to the beginning of the assignment. When the temporary assignment ends, the employee shall have rights as a permanent employee as indicated in 9.4.B of

this agreement. Such employee's seniority classification shall be determined by that classification that he/she is in at the time he/she becomes a permanent employee.

ARTICLE V  
WAGES

Section 5.1 Wages Commencing July 1, 2007 to June 30, 2009 : The wages are reflected in the attached Appendix "A".

Section 5.2 Advancement on Salary Schedule: Employees shall advance on the salary schedule according to the periods of service indicated thereon. Anyone employed by the District prior to February 1 shall be advanced one step on the salary schedule the following July 1.

Section 5.3 Experience Credit: Credit of one step on the salary schedule for previous applicable experience may be given only at the time of initial employment. This experience credit will not become effective until after completion of the probationary period. The employer shall make the determination regarding experience credit.

Section 5.4 Time Cards: To receive payments on the scheduled days, time cards must be submitted to the appropriate unit administrator according to a predetermined schedule.

The District will provide each employee with the accumulative leave accrued and used. Notice is to be given once each school year, by November 15.

Section 5.5 Rest Breaks: Each employee shall be provided with a break of fifteen (15) minutes during each three (3) hour period of service, not to exceed two (2) fifteen (15) minute breaks per eight (8) hour day.

Section 5.6 Pay Rate for Temporary Job: An employee required to fill a higher-rated job within the unit for three consecutive days or longer shall receive the rate for that job beginning the third day while so employed.

Section 5.7 Job Related Injury: Employees who are injured while on the job and who are authorized by the unit administrator to seek medical attention or respite shall receive full pay for the day of the injury.

Section 5.8 Reclassification: Any employee or group of employees whose position is reclassified for pay equity purposes shall receive the higher rate of pay beginning on July 1 following the effective reclassification.

Section 5.9 Pay Options: It is the intent of the District to offer employees in this unit who regularly work a consistent schedule the opportunity to be on a "fixed hourly" schedule. Employees on a fixed hourly schedule will be offered the ten (10) month or twelve (12) month payroll option. Employees will stay on "fixed hourly" from year to year until such time the employee makes a written request to be taken off of "fixed hourly". Use of full deduction days in excess of ten (10) will be reviewed by the Executive Director of Human Resources. This provision is not subject to the

grievance/arbitration provisions of this Contract.

Section 5.10 Pay Differential:

Subd. 1. Paraprofessionals assigned duties in a classification pay scale that is less than the paraprofessionals regular classification shall be paid according to the higher classification when the additional duties are less than one half of the paraprofessional's normal schedule.

Subd. 2. When a paraprofessional of a lesser job classification assumes the duties of a paraprofessional in a higher job classification as a temporary substitute for a period of more than five (5) working days, such paraprofessional shall be paid the wage rate of the higher job classification for the entire period such paraprofessional acts as the temporary substitute.

Section 5.11 Longevity Pay: Employees shall receive longevity pay pursuant to the following schedule. Longevity pay shall be per hour and shall be added to the top step of the appropriate schedule. Employees hired on or before February 1 shall qualify for one year of services towards the calculation of longevity pay.

<u>Additional Amount Per Hour</u>	<u>2007-2008</u>	<u>2008-2009</u>	
After 4 years of continuous service	\$ .70	\$ .90	
After 10 years of continuous service	\$1.25	\$1.45	
After 15 years of continuous service	\$1.40	\$1.60	
After 20 years of continuous service		\$1.60	\$1.80

Section 5.12 IEP/IFSP Involvement:

Any IEP/IFSP information released to an employee is on a need to know basis and within all data privacy guidelines and laws. Bargaining unit employees will be provided with all IEP/IFSP information necessary to perform their duties.

ARTICLE VI  
HOURS AND OVERTIME

Section 6.1 Work Schedule: An employee shall work such hours and such schedule as is determined by the unit administrator. Employees shall work the same schedule as the previous year unless otherwise notified. Employees shall be notified in writing five (5) working days in advance of the change in schedule (except in the case of unusual circumstances) if the employee's schedule is to be reduced in hours. Written notification to the employee is to be a copy of the updated Notification of Personnel Action filed with the Human Resources Department.

Section 6.2 Overtime: Employees are required to work overtime when assigned by the unit administrator. Overtime will only be paid after 40 hours have been worked in a normal workweek. Overtime will be paid at the rate of one and one-half times the regular rate of pay. Employees who are required to work beyond their regular daily schedule in any day shall not be required to take time off later in the workweek to compensate for those hours worked.

Section 6.3 Cancellation of School: If school is cancelled for students by the employer, after school is in session, employees may take a pay deduction make up their hours, use discretionary or accumulative leave.

Employees shall be guaranteed two (2) hours of work at their regular rate of pay if they have reported prior to school's cancellation. If school is cancelled due to inclement weather, no employees are expected to report to work unless previous arrangements have been made with their supervisor.

If school is cancelled for students because of a State High School League event, members of this bargaining unit will be allowed to make up lost time, if deemed reasonable.

Section 6.4 Summer School: Members of the bargaining unit will be notified of summer school positions by posting and will be hired, if qualified, before considering persons outside of this bargaining unit. Every effort shall be made to provide notice of hire at least two (2) weeks prior to the commencement of the summer school/extended school year program.

Section 6.5 Leave with Pay Deduction: No more than one (1) Para employee per building will be granted an unpaid leave for the same work day(s) unless authorized by the building administrator or the Para Supervisor. Authorization will be given in, but not limited to, situations involving emergency circumstances.

## ARTICLE VII DISCIPLINE AND DISCHARGE

Section 7.1 Probationary Period: Every new employee shall serve a probationary period of sixty-seven continuous workdays (exclusive of paid holidays and days used for sick leave, summer school and ESY), during which period the Employer shall have the unqualified right to discipline or discharge such employee without assigning any reason, therefore, and without recourse to the grievance procedure. An employee promoted or transferred to a new position shall be on probation for thirty (30) working days during which period the Employer shall have the right to return the employee to his/her previous position and the employee shall have the right to return to the previous position. An employee promoted to a higher rated classification shall not have his/her wage rate reduced below the wage rate for his/her previous classification because he/she is serving a new probationary period.

Section 7.2 Disciplinary Action:

- A. An employee (who has successfully completed the probationary period) shall not be disciplined, reprimanded or reduced in rank or compensation without just cause.
- B. Normal discipline will be prescribed in the following manner (as appropriate):
  - 1. verbal warning
  - 2. written warning

3. temporary suspension with or without pay
  4. termination
- C. Extreme circumstances may justify immediate termination.

Section 7.3 Disciplinary Meetings: If a supervisor meets with an employee to discuss possible written reprimand, suspension or discharge, the employee shall be entitled to have a union representative present. The meeting shall be held in a timely manner.

## ARTICLE VIII ABSENCES

Section 8.1 Absences: Anticipated absences shall be reported to a designated supervisor. Failure to call in with a valid excuse in advance of work period may be cause for dismissal. Three days of continuous unauthorized absence as determined by the Human Resources Office shall be considered voluntary separation.

Section 8.2 Long-Term Absences: Employees at the discretion of the employer may be granted up to one (1) year of leave without pay or loss of accumulated seniority. Seniority shall not accumulate, and the employee will not receive advancement on the salary schedule while on leave. All leave requests must be submitted, in writing, thirty (30) days prior to commencement of leave except in the case of an emergency. The school district's responsibility and rights shall be as follows:

1. Short term absence (up to 90 days). The employee shall be returned to their same position.
2. Long term absence (up to one year). The employee shall be returned to the same or like position.

If the absence extends beyond one year, the school board shall have the sole right to terminate the employee. If the position is discontinued during the employee's absence, return to employment shall be governed by the seniority policy.

Section 8.3 Accumulative Leave Accrual: Employees covered by this agreement shall earn three (3) minutes per paid hour of accumulative leave. Use of accumulative leave will be allowed in 1/4 day increments. Accumulative leave earned during the summer months will be pro-rated. Paid accumulative leave requests must be submitted to the Human Resources Office on the timecard within the pay period for which such leave is requested.

Accrual of accumulative leave shall be limited to 60 employee workdays. Hours accrued in excess of 60 employee work days shall be paid off by the District to the employee at a rate of \$4.00 per hour or 30% of the employees hourly wage, whichever is greater. Such payment shall be made at the end of the fiscal year.

Section 8.4 Wellness Buy Back: At retirement, accrued accumulative leave shall be purchased as wellness buy back by the District based on the following formula:

Basic daily rate of pay times the number of accrued accumulative leave days times years of service as set forth below.

The compensation to be paid each eligible employee shall be the product of the number of accrued accumulative leave days (up to 60) times the average daily rate of pay times the years of service formula. The percentage determined by the employee's years of service on his/her last day of employment.

15 full years of service	30%
20 full years of service	40%
25 full years of service	50%
30 full years of service	60%

The school district shall contribute into the retiring employees Health Care Saving Plan (MSRS) account, within sixty (60) days of retirement, the amount equal to the value of the employee's eligible wellness buy back. Payment will be made directly into the HCSP through the Minnesota State Retirement System, unless the employee completes and qualifies for a waiver of participation based on the health care savings plan criteria. This fully executed waiver must be presented to the District two (2) months in advance of the employee's retirement date. If proper waiver documentation is presented, the School District will disperse the eligible balance in one lump sum directly to the employee within sixty (60) days of retirement.

If an employee dies prior to submitting a written resignation to the District, the estate shall not be eligible for this benefit. If an employee dies subsequent to submitting a written resignation to the District, any unpaid wellness buy back shall be paid to the estate, if all other conditions have been met.

Section 8.5 Sick Leave: Sick leave with pay shall be allowed whenever an employee's absence is found to be due to his/her illness or the illness of his/her child as defined by Minnesota Statute 181.940, Subd. 4, which prevented his/her attendance and performance of duties on that day or days. Leave with pay shall be allowed for absences caused by illness, injury, or attendance upon a seriously ill spouse or child. Leave with pay shall be allowed for absences due to life-threatening surgery or serious illness involving the employee's immediate family as defined in Section 8.7. Days paid shall be deducted from accumulative leave.

Sick Leave Bank: The District shall permit paraprofessionals to donate up to three (3) accumulative leave days per year to a colleague who has exhausted sick leave due to a long term illness or disability.

Each donated day shall have a value of 1 for 1 of a sick leave day. In order to be eligible to donate, a paraprofessional must have at least 45 days of accrued sick leave.

The number of donated sick leave days which a paraprofessional may receive is limited to the number of days donated, but may not continue beyond the paraprofessional's eligibility for long

term  
disability.

The paraprofessional requesting donated days will apply in writing for those additional days to the District.

Section 8.6 Personal Leave: Employees shall be granted two (2) personal leave days, deducted from accumulative leave, each school year and may accumulate unused personal leave to a maximum of three (3) days. Personal leave must be taken in full day increments. Each day of personal leave taken on either the last or second to the last day before December break, mid-winter break or spring break will result in a deduction of two (2) days of accumulative leave. No more than 20% of paraprofessionals in a building will be granted personal leave on the same day. Personal leave shall be at the discretion of the employee.

Section 8.7 Bereavement Leave: Leave with pay shall be allowed for up to five (5) work days per occurrence with a maximum of ten (10) days per year in the event of a death in the immediate family of the employee. Immediate family shall mean the employee's father, mother, spouse, children, father-in-law, mother-in-law, step parents, step child, brother or sister, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, or any person domiciled in the household. Days paid shall be deducted from accumulative leave.

Section 8.8 Special Leave: Special leave, not to exceed two days per year, may be granted to bargaining unit members. The leave is to be used for personal business that cannot be consummated outside the school day without undue hardship. Special leave is not granted for purposes of recreation, vacation or for outside gainful employment except that which is incidental in the pursuit of a school related activity. All such absences must be approved in advance, except in the case of an emergency. Leave used shall be deducted from the staff member's accumulative leave.

The reason for a request for Special leave shall be stated unless it is of a very personal nature in which case the reason need only be stated to the employee's unit administrator for approval. Examples of legitimate claims for special leave will include, but are not limited to the following:

- a) Matters relating to settlement of an estate in which person has legal interest.
- b) Urgent legal matters.
- c) Pallbearer or attendance at funeral services for person for whom the staff member feels a moral obligation and which is not covered in other leaves of absences.
- d) Weddings in the family or an attendant at a wedding.
- e) Compelling reasons resulting from a natural disaster.
- f) Family crisis not covered by other leaves of absence.
- g) Other emergencies beyond employee's control

- h) Attendance at a game or event at a MSHSL regional or state tournament or MSHSL final competition in which a unit employee's child is competing.

Section 8.9 Jury Duty: A leave of absence for jury duty shall be granted to employees who are summoned to serve in such capacity. This leave shall not be deducted from the employee's accumulative leave.

Employees serving jury duty shall be paid their normal full daily wage less the amount received for jury duty, for each day they would normally be on the job at school.

Section 8.10 Child Care Leave: Child care leave of up to six (6) months will be granted subject to the following:

1. Request must be made in writing at least 90 calendar days prior to estimated due date.
2. This leave of absence without pay or fringe benefits will not constitute a break in the continued employment (seniority) status of the employee.
3. Upon completion of an approved leave, the employee will be returning to her position and unused accumulated leave days will be restored.
4. The leave may be extended by mutual agreement.

Section 8.11 Family and Medical Leave Act:

Pursuant to the Family and Medical Leave Act, P.L. 103-3, 1993, an eligible employee shall be granted, upon request, a leave up to a total of twelve (12) weeks of unpaid leave per year for a combination of leave situations. Employees may use a total of 12 weeks of leave to care for a child anytime within the first year of the child's life, upon adoption or foster placement of a child or for the employee's own illness, or for the illness of the employee's spouse, parent or child. Any paid or unpaid leave already provided by the employer will be considered part of the 12 weeks noted above.

An employee who is taking leave pursuant to FMLA has the right to continue to receive health and dental benefits from the employer on the same basis as s/he was provided immediately prior to the commencement of the leave of absence.

Section 8.12 Civic Responsibility: The number of days of absences allowed for participating in civic activities in which the staff has achieved leadership shall be two (2) days per year. The absence is granted by the superintendent in keeping with this policy and shall be deducted from the employee's accumulative leave.

Section 8.13 Worker's Compensation: An employee may use accumulative leave to supplement worker's compensation up to the employee's net pay.

Section 8.14 Extended Illness Leave: An extended illness leave of up to six (6) months will be granted subject to the following:

1. Prior approval by the District.
2. This leave of absence without pay or fringe benefits will not constitute a break in the continued employment (seniority) status of the employee.
3. Upon completion of an approved leave, the employee will be returned to his/her position and unused accumulated leave days will be restored.
4. The leave may be extended by mutual agreement.

Section 8.15 Summer School Exclusions: Contractual rights and benefits excluded from summer school experience are sections 8.2 and 8.12.

## ARTICLE IX LAYOFFS AND VACANCIES

Section 9.1 Seniority: Seniority shall mean continuous length of employment with the District in the classifications listed in Section 4.1. Any employee transferred or reemployed in another classification retains, but does not accumulate her/his seniority in her/his original classification and, in addition, commences seniority in her/his new classification. Any employee transferred or reemployed in another classification shall be placed on the same step on the salary schedule in the new classification as the employee was on prior to changing classifications.

Section 9.2 Seniority Lists: The Employer shall prepare and post in all buildings seniority lists including seniority within the classification and an indication of seniority in more than one classification, if appropriate. The list shall be provided to the union. The seniority list shall be updated and posted by November 1 of each year. Employees shall have twenty (20) working days following November 1 to report any errors on the seniority list. The district shall repost a corrected seniority list by January 1 of each year. Should either the district or the field representative for the exclusive representative (MSEA), discover a seniority date error after the twenty (20) working day period, either party shall notify the other party and make every effort to make the necessary correction as soon as possible to ensure proper seniority order particularly for purposes of layoff and bumping. Mutually agreed upon corrections discovered during the period following the twenty (20) day window, shall be made to the seniority list immediately.

Section 9.25 Seniority Date ties: When there is a tie in seniority the District will first look at the employee's District seniority date (actual hire date with the District); the employee with the earliest District seniority date would then be the senior employee. If the employee's District seniority dates were the same, than the District would look at the last four (4) digits of the employee's social security numbers. The employee with the highest number will then be the senior employee.

Section 9.3 Loss of Seniority: An employee upon termination shall lose his/her seniority rights.

Section 9.4 Layoff and Recall: In the event of a layoff by reason of abolition of position, shortage of work or funds or other reasons outside the control of the employer, employees with seniority rights shall be laid off according to seniority within their respective classifications. The employee with the least amount of seniority hired within a classification shall be the first person laid off and in recalling, the last person laid off in a sub classification shall be the first person recalled.

A. Layoff:

1.
  - a) The district shall identify positions to be eliminated.
  - b) The district shall layoff (release) the least senior employee(s) within the affected classification(s) by using the district-wide seniority list.
  - c) The district shall assign, by seniority, qualifications and hours closest to those worked in the eliminated position, the employees affected by 1.a. of this section.
  - d) Should the hours of the positions now open for assignment be equal, the district shall have the right to assign.
2. Should the senior employee have dual seniority, they shall have the right to replace the least senior person in any classification in which the employee has seniority and is qualified.
3. Should the position reassignment of the senior employee be of lesser status and pay than their previous position, the employee may refuse to accept such position and choose layoff without loss of seniority rights. Should the new position provide status and pay equal to or greater than the employee's previous position, any refusal to accept the position shall result in a loss of seniority rights.
4. Copies of layoff notices shall be sent to the affected employee(s) and the Union no later than fourteen (14) days prior to said layoff. Employees must exercise their layoff rights by notifying the Human Resources Office in writing within five (5) days of any notification.

B. Recall

1. The district will notify employees on layoff either by certified mail or personal delivery of any openings of positions of like status and pay. Failure to respond affirmatively within ten (10) working days shall result in a loss of seniority rights.
2. Shall have recall rights based upon seniority in a classification.
3. Shall be able to bid on any position for which he/she is qualified pursuant to 9.6. No

new employees shall be employed by the District to work in any classification, if qualified employees are applying for the position.

4. Employees on layoff shall retain re-employment rights for eighteen (18) months from date of layoff.
5. The three most senior employees that are on layoff and applying for an open position, will be guaranteed an interview for an open position.

C. Senior Employees' Notification Rights

Senior employees with layoff and recall rights not selected will be provided the reason(s) by the responsible Administrator.

Section 9.5 Transfers: Employees transferred outside of the bargaining unit shall retain seniority in the bargaining unit for thirty days.

Section 9.6 Vacancies: This section will identify transfer and promotion rights to qualified employees in this unit. A notice of new positions or vacancies shall include (minimum) qualifications for any educational paraprofessional, special education paraprofessional, student support paraprofessional, clerical paraprofessional, classroom paraprofessional, media paraprofessional, technology paraprofessional, Title I paraprofessional, child care paraprofessional, building paraprofessional, health paraprofessional, or itinerant paraprofessional position as defined in this article. The notice will be posted in all appropriate buildings in the District for a period of ten (10) working days when school is not in session and for a period of five (5) working days when school is in session with a copy being sent to the Chapter Union President. Unit Administrators will delay their selections during the period of posting to permit District employees to compete for vacant positions. To be considered, an employee must apply to the Human Resources Office within the time specified for all applicants, including outside applicants. The employer shall make the final selection from all candidates (including applicants who are not employees) based on ability, preparation, and past performance within thirty (30) days of the closing date listed on the posting. If two or more of said candidates are determined by the employer to be essentially equal in ability, preparation and past performance, the candidate having the greatest seniority will be selected. Senior employees not selected will be provided the reason(s) in writing by the responsible administrator with a copy to the Human Resources Office and the Chapter Union President.

Section 9.7 Vacancies-Multiple Staff Assignment Changes:

When vacancies and unit employees' applications occur which create multiple staff assignment changes, the following procedure will be implemented upon mutual agreement of the Union and the District.

The original vacancy will be posted pursuant to Section 9.6. If a current employee applies and is awarded this position, he/she will remain in the original vacant position until the current employee's former position has been posted and filled. All employees will remain in their current positions until

all required posting and filling of all vacant positions resulting from employee transfers is completed. At that time all employees shall move to their new positions on the same date. The temporary employee used to fill the original vacant position will have the rights under Section 4.2.

Section 9.8 Reinstatement of Seniority:

In the event that a paraprofessional, except for temporary paraprofessionals, voluntarily terminates employment from a bargaining unit position and is subsequently re-employed by the District under the bargaining unit within a time period of no greater than eighteen (18) months after the date of termination, the paraprofessional shall:

- A. Be reinstated without loss of paraprofessional's seniority as previously established under the bargaining unit; and
- B. Be reinstated at the same step as of date of termination.
- C. Be reinstated without having to serve a new probationary period, notwithstanding any other provision to the contrary.

Section 9.9 Placement of Employees on Workers Compensation: Upon mutual agreement between the Union and the District, special consideration may be given to unit employees receiving workers compensation to return them to a suitable position.

Section 9.10 Summer School Exclusion: The contractual rights and benefits specified in this Article do not apply to summer school experience.

Section 9.11 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 issuing a proceeding in another forum as outlined herein, the employee 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 X  
INSURANCE

Section 10.1 Health and Hospitalization Insurance:

- A. Full-Time Employees: Effective October 1, 2006 the school district shall contribute \$614.98 per month toward the premium for specified dependent coverage or \$267.54

per month toward the premium for single coverage for each month worked for all full-time employees who are qualified for and enrolled in the school district's group health and hospitalization plan. Effective September 1, 2008, the district shall contribute \$659.00 for dependent coverage or \$290.28 for single coverage. Effective October 1, 2008 the district shall contribute \$707.00 for dependent coverage or \$310.60 for single coverage. Full-time employees are those who are scheduled to work 40 hours per week.

- B. Part-Time Employees: Effective October 1, 2006 the district shall contribute \$522.61 for dependent coverage of \$200.65 for single coverage. Effective September 1, 2008, of this agreement the school district shall contribute \$560.02. per month of the premium specified for part-time employees toward the premium for dependent coverage and \$217.71 for single coverage for each month worked for all employees who work 25 or more hours per week but less than full-time who are qualified for and enrolled in the school district group health and hospitalization plan. Effective October 1, 2008 the district shall contribute \$600.81 for dependent coverage of \$232.95 for single coverage.
- C. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.
- D. Duration of Insurance Contribution: An employee is eligible for school district contribution as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all district contribution shall cease.

If an employee reaches the number of hours to gain district paid insurance contributions and becomes a participant in the district's insurance program(s) by the first Friday following the start of school in September, a reduction of hours of the Paraprofessional schedule by reason of shortage of work or funds or other reasons outside the control of the employer, shall not affect the employees continued participation in the district's insurance program or the district paid contributions towards the insurance premium cost as noted in A and B of this section for the remainder of the school year.

The employee must maintain insurance coverage until the next open enrollment period.

- E. Insurance Work Year: For insurance purposes the duration of the work year is September through May. Summer premiums shall be pro-rated over the insurance work year for all employees upon the employee's request.
- F. Summer Employment: Employees who work at least 25 hours per week during the

summer months (June, July and August), or during a summer week which is part of the regularly scheduled school year, and have participated in the hospital medical insurance program prior to the summer months shall be eligible to continue coverage with District participation in the premium at the appropriate pro-ration.

- G. Any employee qualifying for health and hospitalization insurance coverage by this agreement whose spouse is also a district employee qualifying for health and hospitalization insurance shall qualify for one family insurance premium paid by the district. (Not to exceed the amount of the two individual policies for which the two employees qualify.)

Section 10.2 Health Maintenance Organization: The District shall contribute a sum not to exceed that paid for single or dependent coverage as specified in the New Article paragraph A for employees enrolled in a prepaid clinic program approved by the District if the individual employee so elects. The balance of any premium cost shall be borne by the employee and paid by payroll deduction.

Section 10.3 Employee Contribution: Any amount in excess of the employee contribution necessary to pay the full premium shall be paid by employee either through payroll deduction or direct payment to the school district. Premium payments by the employee must be submitted to the district by the 20th day of the month preceding the month of desired coverage. Failure to make the payment will result in the loss of coverage. The employees contribution to the insurance program may be taken by payroll deduction authorized by the employee. If there are not sufficient earnings by the employee to pay the employee's share of entire premium, the District will not make the premium payment and will not be liable for lapsed coverage.

Section 10.4 Long Term Disability: Each employee who is eligible for benefits is eligible to participate in the long term disability insurance program provided by the employer. The employer pays the full monthly premium for such coverage. An employee may not use sick leave for any day of absence which he/she is eligible for long term disability insurance benefits. It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier. The district will pay the first \$500 (or full premium if less than \$500) of the monthly health insurance premium for LTD recipients during the period of disability, but for no more than 17 months.

Section 10.5 Life Insurance: The district shall contribute the full monthly premium for \$10,000 life insurance for all bargaining unit employees employed five (5) full years, and five (5) hours per day in accordance with the coverage in the current insurance policy, during the months of employment.

Premiums for the months not employed shall be made to the Human Resources Office by the employee prior to the 29th day of the final month of employment each year. Failure by the employee to make such premium payments will cause such person to lose the right to this benefit as described in this section.

It is understood that the school district's only obligation is to purchase an insurance policy and pay

such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 10.6 Dental Insurance:

- A. Effective July 1, 1996, the District will contribute a sum not to exceed \$43.28 per month for each month employed for each full-time eight-hour salaried employee toward the premium for individual or dependent coverage as eligible and enrolled under the District's standard group dental insurance plan.
- B. Effective July 1, 1996, the district will contribute a sum not to exceed \$32.47 per month for each month employed for each employee who works 25 hours per week but less than 40 hours per week toward the premium for individual or dependent coverage as eligible and enrolled under the District's standard group dental insurance plan.
- C. Employees will have the option of having summer premiums for Medical and Dental Insurance prorated from date of insurance rate renewal through the school year. Notification needs to be in writing to the Human Resources Office by September 15 of each year.

ARTICLE XI  
HOLIDAYS

Section 11.1 Holidays: Employees in this unit shall receive paid holidays as follows:

- A. All members of the unit will receive Labor Day, Martin Luther King Day and Memorial Day. In addition, twelve month employees will receive July 4<sup>th</sup>.
- B. All members of this unit who have been employed three (3) full years as of their hiring date anniversary: Labor Day, Memorial Day, Thanksgiving the day following Thanksgiving, and Independence Day for any bargaining unit members working any summer or extended year program.
- C. All members of this unit who have been employed five (5) full years as of their hiring date anniversary: Labor Day, Memorial Day, Thursday of MEA, Thanksgiving, the day following Thanksgiving, Presidents Day, Easter Monday, and Independence Day for any bargaining unit members working any summer or extended year program.

In order to receive pay for a holiday, the employee must be in payroll status the last scheduled work day preceding and the first scheduled work day succeeding the holiday.

Section 11.2 Vacation Allowance: Twelve (12) month employees will earn vacation on the following basis:

1. Twelve (12) month employees with zero (0) through six (6) continuous full years of District experience in this unit will earn one day of vacation for each 36.5 calendar days employed.
2. Twelve (12) month employees with six (6) through sixteen (16) continuous full years of District experience in this unit will earn one day of vacation for each 24.34 calendar days employed.
3. Twelve (12) month employees after sixteen (16) continuous full years of District experience in this unit will earn one (1) day of vacation for each 18.25 calendar days employed.

Section 11.3 Vacation During Probationary Period: An employee may not take a vacation with pay during his/her initial probationary period. However, upon completion of the probationary period, time worked during the probationary period will be considered part of the employee's length of service for determining vacation eligibility.

Section 11.4 Termination of Employment: An employee who has completed at least one (1) full year of service and whose employment terminated by reason of employee's death or disability, or who provided the employer with at least two (2) weeks written notice of voluntary resignation, shall be entitled to receive pro-rata vacation pay for unused vacation time due to service since the last vacation eligibility date.

## ARTICLE XII GRIEVANCE AND ARBITRATION

The following shall govern the handling of grievances between St. Cloud Area School District 742, St. Cloud, Minnesota and the unit of paraprofessionals in its employ.

### Section 12.1 Definitions:

**Grievance:** Grievance shall be construed to mean any dispute arising between the school district and one or more of its employees of said unit as to the interpretation or application of any term or terms of this Agreement.

**Days:** "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

**Reduced to Writing:** "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the agreement in dispute and the relief requested.

**Answer:** "Answer" means a concise response outlining the employer's position on the alleged grievance.

**Designee:** The employee, administrator, or school board may be represented during any step of the

procedure by any person or agent designated by such party to act in his behalf.

Information: The district shall provide information necessary to process any grievance.

Section 12.2 Grievance Procedure:

Level I

Any such grievance shall be brought to the attention of the employee's immediate supervisor or to the employee by his immediate supervisor as the case may be within twenty (20) days after the alleged original occurrence of the grievance or twenty (20) days after the employee through the use of reasonable diligence should have had knowledge of the occurrence that gave rise to the grievance. Said immediate supervisor shall within three days answer such grievance.

Level II

- a. In the event such grievance is not satisfactorily settled within the time and as specified in Level I hereinbefore stated, then and in such event the person asserting the grievance may, within ten (10) days after the expiration of the time specified in Level I reduce such grievance to writing, which shall specifically set forth the nature and character of the grievance and the name of the person or persons involved and the relief requested, and shall be presented to the unit administrator of the building where the grievant is employed.
- b. After the presentation of such statement of grievance to the unit administrator as provided in (a), said administrator shall within ten (10) days answer such grievance.
- c. Employees shall be allowed to participate in a grievance hearing during the employee's work day without loss of wages.

Level III

- a. In the event such alleged grievance is not settled within the time and as specified in Level II hereinbefore stated, then and in such event the grievant may, within ten (10) days after the expiration of the time specified in Level II, present the matter for consideration as provided in Level III, hereinafter stated, by delivering a copy of such grievance, together with a statement of the inability of the unit administrator to settle such grievance to the superintendent or his designee.
- b. The grievant and the superintendent or his designee shall thereupon agree upon a time mutually satisfactory for the consideration of such grievance. The superintendent or his designee shall within ten (10) days after such consideration answer such grievance.

Level IV

In the event such grievance is not settled as is provided in Level III, the superintendent or his

designee shall make a report to the Board for the school district, within ten (10) days after the expiration of the time specified in Level III. The Board shall further consider such grievance, and shall issue its decision to the parties involved.

School Board Review: The school board reserves the right to review any decision issued under Level I, Level II, Level III, Level IV or Level V, of this procedure provided the school board or its representative notifies the parties of its intention to review within ten days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Denial of Grievance: Failure by the representatives of the school Board to issue a decision within the time periods provided herein shall constitute a denial of grievance and the employee may appeal it to the next level.

#### Level V

In the event such grievance is not settled in Level IV hereinbefore stated, either party may request mediation. To do so, the written request must be filed in the superintendent's office not later than ten (10) days following the decision at Level IV above.

In the taking of any of the steps provided in Levels I, II, III, IV and V inclusive, for the adjustment of such grievance, either party to the dispute may, in presenting such dispute, call any person or persons, having knowledge, he may choose.

#### Level VI

In the event such grievance is not settled in Level V hereinbefore stated, either party may request arbitration. To do so, the written request must be filed in the superintendent's office not later than ten (10) days following the decision at Level V above.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance.

Section 12.3 Arbitration: Upon the proper submission of a request to arbitrate as specified in the grievance procedure, the parties shall adhere to the terms and conditions of this procedure:

1. Select an Arbitrator: The employer and the exclusive representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the exclusive representative are unable to agree on an arbitrator within ten (10) days after request for arbitration, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance.

2. Hearing: The grievance shall be heard by one arbitrator. Both parties may be represented by such person or persons as they designate. The parties shall have the right to have a hearing at which they both will have the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the issues before the arbitrator.
3. Decision: The decisions of the arbitrator shall be final and binding upon both parties, subject to the limitations on such decisions by P.E.R.L.A. and this agreement.
4. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, which the party incurs in connection with presenting its case in arbitration. The fees and expenses of the arbitrator shall be equally divided by both parties. A transcript of the proceedings will be made on request of either party, but the party requesting a copy must pay for it.
5. Jurisdiction: Any grievance which has not been first duly processed in accordance with the grievance procedure shall be outside the jurisdiction of the arbitrator. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial rights.

Section 12.4 Reprisals: No reprisals of any kind will be taken by the District or its representatives or by the Union or its representatives against any person or persons because of their involvement in a grievance.

### ARTICLE XIII DURATION

Section 13.1 Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2007 through June 30, 2009 , and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent Pursuant to PELRA. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of the Agreement.

Section 13.2 Effect: This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 13.3 Finality: Any matters relating to the terms and conditions of employment shall be

open for negotiation during the term of this Agreement only by mutual consent.

Section 13.4 Eligibility: An employee who terminates employment with the district prior to the date a new negotiated agreement is reached shall not be entitled to the benefits of the new agreement except that an earned increment will be paid at the time of termination.

APPENDIX A

Effective August 1, 1989, and each year thereafter, all employees in this unit will be advanced one (1) step on the appropriate wage schedule except for 1993-94 and 2003-2004, provided that they have been employed six (6) months or more by the district in a position in this unit.

For 1993-94, employees in this unit who are on steps 0-5 shall receive a lump sum payment of \$.25/hour. Employees on step 6 or above shall receive a lump sum payment of \$.38/hour.

For 2001-02, employees on step six (6) will receive an increase of \$.15/hour effective January 17, 2002.

For the 2003-04 employees in this unit shall receive a one (1) time payment of .10 for each year worked.

After five (5) years of coaching experience in St. Cloud Area School District 742, members of this bargaining unit will be paid according to the St. Cloud Education Association Master Contract Agreement.

Educational, Title I  
Paraprofessionals

Step	07-08	08-09
1	10.37	10.47
2	11.25	11.35
3	12.10	12.20
4	13.50	13.60

Classroom, Child Care  
Paraprofessionals

Step	07-08	08-09
1	9.04	9.14
2	9.61	9.71
3	10.17	10.27
4	11.50	11.60

Health Paraprofessionals

Step	07-08	08-09
1	13.06	13.16
2	13.38	13.48
3	13.67	13.77
4	14.88	14.98

Student Support Paraprofessionals

Step	07-08	08-09
1	8.60	8.70
2	9.16	9.26
3	9.72	9.82
4	10.85	10.95

Special Education, Technology, Media,  
Clerical, Cultural Navigator  
Paraprofessionals

Step	07-08	08-09
1	9.43	9.53
2	10.08	10.18
3	10.73	10.83
4	12.27	12.37



## APPENDIX C

The following issues are also part of the 2007-2009 agreement:

### Retroactivity:

All wages shall be retroactive to January 17, 2002. Any other language changes, unless otherwise noted, shall be effective upon ratification of the agreement.

APPENDIX D

Tax sheltered Annuity: Members of the Paraprofessional bargaining unit will be able to participate in a tax sheltered annuity plan with vendors approved by the District, pursuant to Minnesota Statutes Section 365.24 and the internal revenue Code .26 U.S.C. 403(b). Vendors can only be changed once per year in August to be effective September 1. Beginning September 1, 2002 the School District will match each participating paraprofessional member’s contribution to such annuity up to a year as set forth in the following table for a lifetime district maximum contribution of \$3,100.00.

Eligibility for the district matching contributions is defined as employees who are beginning their 5<sup>th</sup> year of service, with time of service measured as the number of years of continuous service with a position covered by this agreement. The district match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

An employee may elect to contribute more than the district match to the selected program subject to state and federal laws and regulations. The Plan only defines the limits of the district’s participation in selected programs.

<b>Years of Service</b>	<b>Annual District Contribution</b>	<b>Total During Service Bracket</b>
0 to 4 Years	No Contribution	\$0.00
5 to 8 Years	\$100.00	\$400.00
9 to 12 Years	\$125.00	\$500.00
13 to 25+ Years	\$170.00	\$2,210.00
	Lifetime Maximum District Contribution	\$3,110.00

Upon an employee’s retirement, the total amount of the District Matching Contribution to the 403(b) annuity account shall be deducted from any wellness buy back obligation. (Article VIII, Section 8.4). If the total amount of the District Matching Contribution to a participating employee’s 403(b) annuity account is more than he/she would have received in wellness buy back under the Master agreement, the employee shall not be entitled to receive any wellness buy back.

There will be an annual election on August 1, of each year. An employee must be eligible for benefits defined as working twenty-five (25) or more hours per week to qualify for this tax-sheltered annuity. In addition, an employee receiving this tax-sheltered annuity must elect 100 days of accumulative leave prior to receiving wellness pay as defined in Article VIII, Section 8.3 of this agreement. Employees will be able to contribute up to the district matching contribution.

Movement from one level of contribution to the next will happen automatically as a participating para becomes eligible, unless the para’s overall 403(b) deferment is less than the necessary match amount. If the amount deducted is less than the eligible match amount, the para may notify Human Resources to increase the deducted amount on or before August 31.

**Paraprofessional**



Agreement between the Paraprofessionals and District 742 Schools  
2 Year– Memorandum of Understanding (2007-2009 only)

Number of Discretionary Days

- Discretionary days for employees in participating groups will be six (6) days per employee.

Use of Discretionary Days

- Discretionary leave takes the place of all short-term leaves.
- All discretionary leaves must be earned prior to use and will be deducted from accumulative leave.
- Consecutive use of three (3) days will be allowed. Over three (3) consecutive days will be 2-for-1 deducted from accumulative leave (for example: six (6) consecutive discretionary leave days = nine (9) accumulative leave days). Any time used over and above the three (3) days will require administrative approval (except Health Paraprofessionals who need approval by the Director of Student Services).
- No discretionary leave days in excess of the employee’s maximum of six (6) days will be granted.
- A three (3) day notice is required – except in cases of emergency.
- The first two (2) days per year of bereavement will be discretionary (and deducted from accumulative leave) except for immediate family as defined by individual contract. After those two (2) days have been used the remainder of time off for bereavement will be deducted from accumulative leave.
- Discretionary days will not carry over to consecutive years and therefore, will not be able to be accrued.
- Use will be allowed the same as accumulative leave.
- Day before and after major breaks in December, Mid-Winter and Spring, will be 2-for-1 deducted from accumulative leave.
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<b><u>Limits:</u></b>	<b><u>Paraprofessionals (per building)</u></b>	
	1-10	1
	11-20	2
	21-30	3
	31-or greater	4

Health Paraprofessionals - 1 member of this unit or 20% per District – whichever is greater and must be approved by the Director of Student Service

For the District	Date	For Minnesota School Employees Association	Date
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IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

For the St. Cloud Area School District 742  
Association

For Minnesota School Employees

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Dated this \_\_\_\_\_ day of  
\_\_\_\_\_ 2008.

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_ 2008.