

**Master Agreement**

**between**

**Independent School District No. 241  
Albert Lea, Minnesota**

**and the**

**Albert Lea Para-Educator Association**

**July 1, 2021 through June 30, 2023**

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**ARTICLE I  
PURPOSE**

**Section 1. Parties.** This Agreement is entered into between Independent School District No. 241, Albert Lea, Minnesota, hereinafter referred to as the School District, and the Albert Lea Para-Educator 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 P.E.L.R.A. to provide terms and conditions of employment for the para-educator employees of the School District.

**ARTICLE II  
RECOGNITION**

**Section 1. Recognition:** In accordance with the P.E.L.R.A., the School District recognizes the Albert Lea Para-Educator Association as the exclusive representative for para-educators, i.e. braille and signing interpreters, educational, program, and pupil assistant employees employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services, if any.

**Section 3. Discrimination:** No discrimination shall be exercised against any employee because of membership in the Union or because of race, creed, sex, color, or political belief.

**ARTICLE III  
DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** The term "terms and conditions of employment" means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

**Section 2. Description of the Appropriate Unit:** For purposes of this agreement, the term para-educator 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 fourteen (14) hours per week or thirty-five (35) percent of the normal work week in the employee's bargaining unit, employees who hold a position of a temporary or seasonal nature 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 purposes 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 P.E.L.R.A.

#### **ARTICLE IV SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:** Pursuant to the P.E.L.R.A., the parties recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. All management rights and management functions not expressly delegated in this Contract are reserved to the School District.

**Section 2. Management Responsibilities:** The parties recognize the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**Section 3. Effect of Laws, Rules, and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

#### **ARTICLE V ACTIVITIES OF PARA-EDUCATORS**

**Section 1. Hiring and Salary Placement:** Para-Educators must meet the qualifications as needed for the position. Before employment, the para-educator will have a final interview with the supervisor and/or principal with whom the para-educator will be working directly. Experience as a para-educator or teaching experience shall qualify for placement on the salary schedule.

**Section 2. General Duties of Para-Educator:**

**Subd. 1.** Para-Educators shall be assigned by the Principal to work with students under the supervision of one or more regular classroom teachers in varied instructional activities pursuant to Federal regulations.

**Subd. 2.** Braille and signing interpreters shall perform duties as assigned by the School District.

**Subd. 3.** Para-Educators shall be assigned by the Principal to work with special education students under the supervision of special education staff in varied management and instructional activities in accordance with Minnesota and Federal regulations.

**ARTICLE VI  
HOURS OF SERVICE AND DUTY YEAR**

**Section 1. Para-Educator's Duty Day and Work Year:** Para-Educators will work on days that students are in school and on such other days, if any, as may be assigned by the School District.

	<b>FTE</b>	<b>Daily Hours</b>	<b>Lunch</b>
<b>Elementary</b>	0.5	3.75	N/A
181 Contract Days	0.8	6.5	30 minute unpaid lunch included in daily hours
	0.9	7.25	30 minute unpaid lunch included in daily hours
	<b>FTE</b>	<b>Daily Hours</b>	<b>Lunch</b>
<b>Secondary</b>	0.8	6.5	30 minute unpaid lunch included in daily hours
183 Contract Days	0.9	7.25	30 minute unpaid lunch included in daily hours
	<b>FTE</b>	<b>Daily Hours</b>	<b>Lunch</b>
<b>ECSE</b>	0.3	2.75 (M-Th)	N/A
181 Contract Days	0.6	6 (M-Th)	30 minute unpaid lunch included in daily hours
	0.7	6.5 (M-Th)	30 minute unpaid lunch included in daily hours
	0.8	6.5 (M-Th) 3.75 (F)	30 minute unpaid lunch included in daily hours

A 15 minute break will be scheduled by the Para-Educators immediate supervisor for each 4 hours of work. The specific work hours at any individual building may vary according to the needs of the educational program of the School District. Particular hours shall be assigned by the School District. Para-Educators who are required to give up their duty free lunch period to supervise students during the lunch period shall be paid for that time. Para-Educators will be employed to work the number of days specified by the administration according to the School Board adopted school calendar.

**Section 2. Compensation for Pre-approved overtime** shall be time and one-half rates for all hours worked in excess of forty hours per week.

**Section 3. Emergency Closing.** Para-Educators shall not be required to report for duty when school is closed because of weather or other emergencies, and those days will be regarded as regular paid work days. If it is necessary to extend the school year, the days will be made up on the same days as other employees without additional pay.

**Section 4. End of Para-Educator Workday:** Para-Educators shall be expected to remain in their buildings until the end of the regular para-educator workday or beyond, as needed, per Section 1 above. However, on those days preceding holidays or vacation and on Fridays, para-educators may leave following departure of the students.

**Section 5. Part-Time Para-Educator:** Part-time regularly employed Para-Educators who sub for another Para-Educator shall receive their per-diem pay.

**Section 6. TimeClock:** Para-Educators will only use the TimeClock system on the school site to clock in and out for the workday.

## **ARTICLE VII RATE OF PAY**

### **Section 1. Wage Schedules:**

**Subd. 1. 2021-2023 Salary Schedule:** The wages and salaries as provided in Schedule A herein shall be in effect for the 2021-2022 contract year retroactive to January 1, 2022, and Schedule B herein shall be in effect for the 2022-2023 contract year.

**Subd. 2. 2021-2022 Step Placement:** Employees will advance one step, if eligible over their prior year 2020-2021 step.

**Subd. 3. 2022-2023 Step Placement:** Employees will advance one step, if eligible over their prior year 2021-2022 step.

**Subd. 4. Successor Agreement:** In the event a successor agreement is not entered into prior to July 1, 2023, an employee shall remain at the same step as compensated during the 2022-2023 contract year until a successor agreement is reached.

**Section 2. New Employees:** A new employee shall be placed on the salary schedule in the appropriate classification and on such step as agreed to between the school district and the employee, and shall be eligible for step advancement after three (3) months of employment, and an additional step advancement on July 1st of the year following the date of hire.

**Section 3. Pay Days:** Para-Educators shall be paid twice a month on the 5th and 20th of each month beginning with the first pay period following the first work day of the school year. Para-educators will be paid in twenty-

four (24) equal payments. At least sixty (60) days notice shall be given to para-educators prior to any change in payday dates.

**Section 4. Mileage Reimbursement:** Effective the first of the month following execution of this Agreement, para-educator employees who have to use their personal vehicles for School District business shall be reimbursed at the maximum rate allowable as determined by federal tax laws. Employees required to use their personal vehicle in the performance of the job shall receive a minimum of \$1 per trip.

**Section 5. Longevity Pay:** All para-educators who have completed step 11 on the salary schedule shall receive longevity pay of \$0.45 per hour starting the year following the year step 11 was achieved.

**All para-educators who have completed step 11** and have 17 years or more of service with the District, shall receive additional longevity pay of \$0.45 per hour starting the year following the year step 11 and 17 years of service is achieved.

**Section 6. Attendance Pay:** Full-year para-educators who work at least 98% of their contracted days will be eligible for the following attendance pay (to be paid on the June 20<sup>th</sup> payroll in the year after attendance has been demonstrated):

<u>Years of Service</u>	<u>Amount</u>
1-10	\$300
11+	\$600

## ARTICLE VIII GROUP INSURANCE

### ESTABLISHMENT OF VEBA WITH HEALTH REIMBURSEMENT ARRANGEMENT FOR ACTIVE EMPLOYEES

**Section 1. Establishment of VEBA:** The school district shall make available a VEBA Plan and Trust to all qualified bargaining unit members and eligible retirees who exercise their option to enroll in the health insurance program offered in Section 5 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

If the school district maintains a cafeteria plan with a health flexible spending account (an "FSA"), the school district will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the FSA plan year, that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the VEBA Plan second.

If the ordering rule described above is not available because the FSA plan year has already begun at the time the election is made, eligible health expenses will be paid from the VEBA Plan first, until an individual's VEBA Plan account is exhausted, and from the FSA plan second.

The school district agrees to take such steps as are necessary to achieve reimbursement of eligible health expenses from the FSA first, including amending the FSA or VEBA Plan so that their plan years begin and end on the same date.



During any transition period in which the desired ordering rule is not available, reimbursements under the VEBA Plan will be limited to reimbursements of eligible health expenses that reduce the deductible under the health insurance program offered in Section 5 of this Article.

The VEBA Plan year will begin and end on the same dates as the health insurance program offered in Section 5 of the Article.

**Section 2. Benefits Provided Through The VEBA:** The school district shall provide the following welfare benefit arrangement through the VEBA Plan:

**The Health Reimbursement Arrangement For Active Employees**

**Section 3. Payment of Administrative Fee:** Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid by the school district. Administrative fees allocable to the individual accounts of active employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid by the school district. Administrative fees allocable to the individual accounts of former employees shall be paid by the account. Administrative fees allocable to the individual accounts of retirees shall be paid by the account. If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the account.

**Section 4. Employer Contributions to the Health Reimbursement Arrangement for Active Employees:**

The school district will make an annual contribution to individual accounts under the Health Reimbursement Arrangement for qualifying bargaining unit members in accordance with the following schedule:

A dollar amount of \$1,200.00 for each qualified employee who elects single coverage under the group health plan described in Section 5; and

A dollar amount of \$2,400.00 for each qualified employee who elects family coverage under the group health plan described in Section 5.

The contribution will be made on or about the first day of the VEBA Plan year.

If a qualified bargaining unit member who is a VEBA Plan participant has a change in coverage after the first day of the VEBA Plan year, the school district shall prorate the amount of the school district contribution to reflect the change. If a VEBA Plan participant has received an overpayment in the school district contribution to the VEBA Plan participant's individual account, it will be the responsibility of the VEBA Plan participant to reimburse the district for the overpayment.

If a qualified bargaining unit member is hired after the first day of the VEBA Plan year, the school district shall prorate the amount of the school district contribution by the ratio of the number of days worked during the plan year to the number of regular contract duty days as stated in Article VI, Section 1., of the Master Contract.

**Section 5. Health Care Plans:** The school district shall make available three health plans to all qualified bargaining unit members and eligible retirees who elect to participate in said plans. The school district shall

contribute \$766.10 (pro rated) toward the monthly premium cost for single group health coverage; and \$1,727.06 (pro rated) toward the cost for family group health premium. Every year thereafter any change in the premium shall be calculated as follows on the highest deductible plan:

**Subd. 1.** Premium increases 5.0% or less shall be paid by the district.

**Subd. 2.** Premium increases in excess of 5.0% but not greater than 10.0% shall be paid through payroll deduction by the employee.

**Subd. 3.** Increases in insurance premiums that exceed 10.0% shall be shared equally by the district and the employee.

**Subd. 4.** Decreases in premiums shall be handled consistent with the language utilized for increases.

**Section 6. Eligibility:** Employees who are regularly employed an average of at least twenty (20) hours per week and one hundred twenty (120) days per year shall be eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. New employees shall be eligible for insurance coverage as provided by this Article effective on the first day of employment or as soon thereafter as the employee and the school district complete necessary processing, including enrollment cards. Employees employed for a lesser period of time as outlined herein, and substitutes, shall not be eligible for benefits as contained in this Article.

Any employee employed at least 20-hours per week and 120 days per year, but less than 1,400 hours per year, shall receive School District contribution for health-hospitalization insurance as outlined in Section 5 hereof in a proportionate dollar amount as their annual hours of employment are to 1,400, i.e., an employee working 700 hours per year would receive half of the dollar contribution provided in Section 5. This proportionate share will be rounded to the nearest .90 FTE, .80 FTE and .70 FTE. For example a para working 1,066 hours equates to  $1,066/1,400 = .76$  FTE which is rounded to .80 FTE for the purposes of calculating the proration for health insurance; another example: a para who is assigned to work 1,235 hours equates to  $1,235/1,400 = .88$  which is rounded to .90 to calculate the employer share.

$$\$766.10 \times 12 = \$9,193.20 \times .70 = \$6,435.24$$

$$\$766.10 \times 12 = \$9,193.20 \times .80 = \$7,354.56$$

$$\$766.10 \times 12 = \$9,193.20 \times .90 = \$8,273.88$$

**Section 7. Affordable Care Act (ACA):** Notwithstanding any other provision of this Agreement, in the event this Agreement will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The School District and the employees agree that all material terms of compensation, hours, and fringe benefits (including health benefits) may be subject to modification in order to comply with the ACA, to minimize penalties under the ACA, and to address any increase or decrease in cost that the ACA may require.

#### **ESTABLISHMENT OF VEBA WITH POST RETIREMENT HEALTH REIMBURSEMENT ARRANGEMENT**

**Section 8. Establishment of VEBA:** The school district shall make available a VEBA Plan and Trust to all eligible retirees who exercise their option to enroll in the health insurance program offered in Section 5 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

**Section 9. Benefits Provided Through the VEBA:** The school district shall provide the following welfare benefit arrangement through the VEBA Plan:

**The Post-Retirement Health Reimbursement Arrangement**

**Section 10. Payment of Administrative Fee:** Administrative fees allocable to individual accounts of active employees shall be paid by the school district. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

**Section 11. Employer Contributions to the Post-Retirement Health Reimbursement Arrangement:**

The school district will make an annual contribution to individual accounts under the Post-Retirement Health Reimbursement Arrangement for eligible bargaining unit members in accordance with the following schedule:

A dollar amount of \$1,200.00 for each eligible employee.

The contribution will be made on or about the first day of the VEBA Plan year.

**Section 12. Health Plans:** The school district shall make available three health plans to all qualified bargaining unit members and eligible retirees who elect to participate in said plans. An eligible retiree may continue to participate in the health plan in which he or she participated as of the effective date of his or her retirement. With respect to qualifying bargaining unit members, the school district shall contribute an amount not to exceed the district's contribution to a single premium at the time the employee retires.

**Section 13. Employer VEBA Contributions for Post-Retirement Health Care for Employees Hired on or After July 1, 2022:** The district will contribute \$1,200 per year to the individual's VEBA account in lieu of current district contributions for post-retirement health insurance. Contributions would begin July 1<sup>st</sup> following one year of satisfactory service as a paraeducator.

**Section 14. Eligibility:**

**Subd. 1.** An employee participating in the plan who retires prior to eligibility for Medicare/Medicaid and is at least 55 years of age at the time of retirement, or an employee who becomes medically disabled between such ages, shall be eligible for participation in the Post-Retirement Health Reimbursement Plan and the school district shall pay the contributions for single coverage as provided in Section 5, hereof, for such insurance.

**Subd. 2.** An employee participating in the plan who retires prior to age 55 and is at least 50 years of age at the time of retirement shall be eligible for participation in the Post-Retirement Health Reimbursement Arrangement, provided that the employee will pay all premiums by making arrangements with the school district business office to pay the monthly premiums on such date determined by the school district.

**Subd. 3.** Dependent coverage, if desired, must be paid by the employee by making arrangements with the school district business office to pay the monthly premiums on such date as determined by the school district.

**ARTICLE IX  
OTHER INSURANCE**

**Section 1. Life Insurance:** The School District shall contribute the necessary premiums to provide \$60,000 of group term life insurance, convertible upon retirement, to all para-educators who are regularly employed an average of at least twenty (20) hours per week and one hundred twenty (120) days per year. An additional \$30,000 of coverage may be purchased at the group rate, but at the expense of those para-educators who qualify under the insurance company contract.

**Section 2. Income Protection:** The School District will provide an income protection insurance plan that will pay to all para-educators who are employed an average of at least twenty (20) hours per week and one hundred twenty (120) days per year, that will pay para-educators 2/3 of their salary up to the maximum amount allowed per month to age 65, after a 180 day waiting period. Such plan will provide coverage for mental or nervous disability. Benefits received thereunder will be reduced by any amount payable under Worker's Compensation, primary or family Social Security, state compulsory disability plans, and/or any other group disability insurance plan. Premiums for such insurance shall be paid in full by the School District.

**Section 3. Claims Against the School District:** The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy under the provisions of this Master Contract 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 4. Limitations:** The provisions of this Article are subject to the limitations of insurance carrier contracts.

**Section 5. Continuation Coverage:** Para-Educators who leave the employment of the District and/or their families have rights to obtain health-hospitalization and life insurance "continuation coverage" in certain situations as outlined in the federal consolidated Omnibus Budget Act of 1986 (COBRA) and corresponding Minnesota law. Employees will be notified of these rights and may consult the District Office staff for further explanation of these rights.

**ARTICLE X  
LEAVES OF ABSENCE**

**Section 1. Disability Leave:**

**Subd. 1.** An eligible employee shall accrue disability leave at the rate of 1.25 hours per month for each hour of service of their regular duty day, e.g. a regular full-time employee, employed 8 hours per day for a 12 month year, would earn 10 hours per month, or 120 hours per annum; a part-time employee working 7 hours per day, 9 months per year, would earn 8.75 hours per month or 78.75 hours per annum; a 9-month employee, working 4 hours per day, would earn 45 hours per annum.

**Subd. 2.** The maximum accumulation for an employee working less than forty (40) hours per week and twelve (12) months per year shall be the product of multiplying the employee's regular hourly assignment times 160; i.e., a three and one-half hour employee's maximum accumulation shall be 560

hours; a two hour employee's maximum accumulation is 320 hours. Beginning with the 2013-2014 contract year, only those employees who are regularly assigned a 6.75-hour work day will have their maximum calculated by multiplying 6.75 times 185.19 to a maximum of 1250 hours. For purposes of applying Subdivision 1 and 2, an employee working the regular academic year shall be deemed to be employed for nine (9) months.

**Subd. 3.** Disability leave with pay shall be allowed whenever an Employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. This leave may be used pursuant to Minnesota Statutes section 181.9413 so long as the employee meets the definition of an employee under Minnesota Statutes section 181.940 and all other requirements of section 181.9413 are met.

**Subd. 4.** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, in order to qualify for disability leave pay. However, the final determination as to the eligibility of an employee for disability leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 5.** Disability leave allowed shall be deducted from the accrued disability leave days earned by the employee.

**Subd. 6.** Paid disability leave shall be considered for approval only through use of the district designated absence program.

**Subd. 7.** When an para-educator is injured on the job in the service of the School District and collecting worker's compensation insurance as well as drawing disability leave and receiving full salary from the School District, her/his salary shall be reduced by an amount equal to the insurance payments and only that fraction of the day not covered by insurance will be deducted from her/his accrued disability leave.

**Subd. 8.** At the time a para-educator becomes eligible to receive long-term disability compensation as provided in this Agreement, the para-educator shall no longer be eligible for any disability leave pay pursuant to this section as long as the para-educator continues on long-term disability compensation.

## **Section 2. Bereavement Leave:**

**Subd. 1.** Up to three (3) days, with pay, nonaccumulative, of bereavement leave shall be granted for death in the immediate family. For purposes of this section, immediate family is defined as the para-educator's spouse, parent, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and any other person living in the same household.

**Subd. 2.** One (1) day of leave, with pay, will be granted for death in the close family. For purposes of this section, close family is defined as the para-educator's sister-in-law or brother-in-law.

**Subd. 3.** The particular amount of leave allowed under Subd. 1 hereof is subject to the discretion of the Superintendent or designee.

**Subd. 4.** Request for such leave shall only be considered for approval through use of the district designated absence program.

### **Section 3. Emergency Leave:**

**Subd. 1.** A para-educator may be granted a leave with pay at the discretion of the Superintendent of up to three (3) days per year, nonaccumulative, for situations that arise requiring the para-educator's emergency attention which cannot be attended to when school is not in session and which are not covered under other policies.

**Subd. 2** Severe disability of spouse, child (including an adult child no longer living in the home), parent, son-in-law, daughter-in-law, deaths, funerals, court appearances and estate settlements are examples of situations where this leave may be granted at the discretion of the Superintendent.

**Subd. 3.** Requests for emergency leave must be made to the Superintendent, or their designee, using the district designated absence program. The request is to be made at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. The Superintendent reserves the right to refuse to grant such leave, if, under the circumstances involved, the Superintendent determines that such leave should not be granted. Under extreme emergencies the Superintendent may grant an additional three (3) days of leave, said days to be deducted from disability leave.

**Subd. 4.** Emergency leave may not be used for activities of a direct financial benefit to the para-educator or for activities of a recreational nature.

**Section 4. Jury Duty.** A para-educator called for jury duty or under subpoena to give testimony in a court of law shall be granted leave and shall receive her/his regular school pay, less any money received as compensation for the performance of such obligation.

**Section 5. Child Care Leave.** A para-educator shall receive a child care leave of absence according to the following requirements:

1. Upon learning of her/his need the para-educator shall submit her/his written application for child care leave to the School District.
2. Child care leave will commence on the date to be agreed upon between the para-educator and the School District. The leave will include a commencement date and a return date.
3. The School District agrees to give the para-educator up to one (1) year child care leave without pay.
4. Following her/his return, the para-educator, in accord with the return date in the leave, shall be reinstated to her/his original position or a position of like status and pay.
5. Child care leave shall be without pay. However, the para-educator may use disability leave for any period of actual physical disability for any period of time during which the para-educator would otherwise have been at work.
6. All fringe benefits as provided for under this contract shall remain in effect provided the para-educator pays the necessary premiums. Disability leave will not be accumulated during her/his absence.

7. In the event that both parents are employees of District #241, the District shall not be required to grant child care leave to both parents for the same time period.
8. The District shall not be required to grant child care leave for purposes other than direct care.
9. The language in this section shall be interpreted to cover adoption.

**Section 6. General Leaves of Absence:**

1. Para-Educators with a minimum of two (2) years of employment in the District may apply for an unpaid leave of absence subject to the provisions of this section.
2. Such leaves may be granted by the School District for: (1) professional growth, (2) adoption, (3) immediate family care, and (4) other reasons deemed appropriate by the School District.
3. The granting of such a leave is solely within the discretion of the School District.
4. The School District shall notify the para-educator of an approved leave no later than 30 days after submission of the application.
5. The para-educator who is granted a leave of absence must notify the Superintendent by April 1 of the year she/he is on leave of her/his intention of employment for the next school year. The para-educator shall be reinstated to her/his original position or a position of like status and pay.
6. If the general leave is granted for bonafide professional growth purposes, the para-educator shall be placed on the salary schedule upon return to the School District at the same salary level as she/he would have been had the para-educator been employed by the School District during this period of time.
7. Requests for a leave shall be made in writing to the Superintendent who shall present such a request to the School Board for action.
8. A para-educator on leave is eligible to continue to participate in the group insurance plan at her/his expense.

**Section 7. Paid Personal Leave:** Annual Paid Personal Leave shall be earned in accordance with the following schedule:

0-5 years	2 days
6+ years	3 days

1. These days shall only be taken with the approval of the district.
2. Two (2) employees or 7.5% of total para-educators in each building, whichever is greater, may be absent on any given day.

3. Such days may be taken during the first ten (10) and last ten (10) duty days, only with prior approval of the Superintendent or his designee.
4. For each hour of PTO beyond two (2) days that are unused at the end of each school year, a para-educator may elect to roll the days over to the following year or be paid by June 20<sup>th</sup> of that year. A written request for payment must be made to the Business Office at least 10 school days before the end of the school year or the days will automatically roll over to the following year to a maximum as defined in this Article.
5. The leave will be prorated based upon the number of days actually worked during each contract year.

**Section 8. Unpaid Personal Leave:** Eligible para-educators will be granted unpaid leave of absence days with prior approval of the Superintendent. The unpaid leave of absence days will result in all wages being deducted from the employee's pay for each day taken. Any unused days are subject to the following limitations:

1. These unpaid days shall only be taken with approval from the Superintendent with the absence submitted using the district's designated absence program.
2. Two (2) employees or 7.5% of total para-educators in each building, whichever is greater, may be absent on any given day.
3. Such days may be taken during the first ten (10) and last ten (10) duty days, only with prior approval of the Superintendent or their designee.
4. The leave will be prorated based on the number of days actually worked during the contract year.
5. All other leave must be exhausted prior to unpaid leave days being requested.

## **ARTICLE XI**

### **403(B) ANNUITY MATCHING CONTRIBUTION PLAN**

**Section 1. Eligibility:** The School District will make a contribution to a state-approved 403(b) annuity matching contribution plan for each group member who is employed an average of at least twenty (20) hours per week and at least 120 days per year, provided that:

- a) The group member has at least one year of continuous service in the Albert Lea School District.
- b) The group member has authorized a matching contribution to a 403(b) annuity matching contribution plan, to be paid by payroll deduction, with equal contributions each pay period.
- c) The group member notifies the School District in writing by no later than June 1 each year of her/his intention to participate in this 403(b) annuity matching contribution plan and the amount of their contribution to go into effect September 1 of the same year. In addition, a group member shall notify the School District in writing by no later than December 1 each year of her/his intention to modify their 403(b) contribution effective January 1. Such participation shall continue from year to year at the specified amount unless the employee notifies the School District to the contrary.



**Section 2. Amount of the School District's Matching Contribution:**

Subd. 1. Group members hired before December 31, 2000 in the Albert Lea School District shall be eligible for an annual School District matching contribution of up to the maximum amount of \$2,000.00. All other members shall be eligible for an annual school district matching contribution of up to four-percent (4%) of their annual wages.

**Section 3. Coordination with Severance Pay:** The amount of severance pay, under Article XV, to which a group member would be entitled at the time of their retirement, shall be reduced by the total amount of School District's contribution toward a 403(b) annuity matching contribution plan for that individual.

**ARTICLE XII  
HOLIDAYS**

Para-Educators will be paid for the following five (5) holidays: Labor Day, Thanksgiving Day, Thanksgiving Friday, President's Day and Memorial Day.

**ARTICLE XIII  
VACANCIES AND JOB POSTING**

**Section 1. Posting of Vacancies:** Employees will be notified of vacancies, new positions, and vacancies as a result of leaves of absence, and such positions will be posted on the district website. For all vacancies during the school year employees will be notified five (5) work days in advance of filling the position. A vacancy may be filled temporarily pending completion of posting and application procedures. Summer vacancies may be posted until filled. A vacancy resulting from a leave of absence of six months duration or less need not be posted. However, if the leave is extended beyond six months or becomes a permanent position the vacancy shall be posted.

**Section 2. Filling of Vacancies:** A position shall be filled by the School District with the best qualified candidate as determined by the School District. The School District reserves the right to fill a position with an outside applicant if internal candidates do not have the needed qualifications for the position or if no internal candidates apply. In making its determination, the School District shall consider the para-educator's qualifications and aptitude for the positions as well as length of service with the School District along with other relevant factors. When other factors are deemed substantially equal, the School District shall fill the position with the senior para-educator.

**Section 3. Notice of Successful Appointment:** Notice of the candidate selected to fill the vacancy shall be posted and a copy sent to the A.L.P.A. president. School District para-educators who unsuccessfully apply for a position shall be personally informed about the decision.

**ARTICLE XIV  
SENIORITY AND LAYOFF**

**Section 1. Seniority List:** A seniority list shall be presented to the A.L.P.A. President on or about each October 1st. A copy of the current seniority list will be posted in each building in the District. A para-educator's position on the current seniority list shall be determined by using the first date of continuous employment as a para-educator in the District. A para-educator shall lose her/his seniority standing as a para-educator upon voluntary resignation from employment with the School District.

**Section 2. Layoff Application:**

**Subd. 1.** In the event of a layoff of para-educators, such layoffs shall be according to seniority in the inverse order of hiring.

**Subd. 2.** Para-Educators shall be rehired according to seniority in the inverse order of layoff. A Para-Educator will be re-called to a position of at least 80% of their layoff position. In the event that a para-educator is recalled and declines to accept the position offered, the para-educator's recall rights shall terminate. A para-educator's recall rights shall terminate after twenty-four (24) months of continuous layoff. The recall list will be maintained by the Superintendent or his designee.

**Subd. 3.** The number of para-educator positions may be reduced by the District due to lack of pupils, lack of funds, or the termination of programs.

**Subd. 4.** Para-Educators whose positions are eliminated shall be provided written notice of the termination reasons. Para-Educators so notified shall be given two (2) weeks notice. Notice of termination for the next school year must be made before July 15.

**ARTICLE XV  
PROBATIONARY PERIOD**

**Section 1. Length of Probationary Period:** All new para-educators employed by the School District shall be required to serve a probationary period of nine (9) working months and may be terminated at any time during the probationary period upon recommendation of the Building Principal, Director of Special Services, Superintendent of Schools, or the School Board. Upon completion of the probationary period, para-educators shall be placed on the para-educator's seniority list according to their initial date of continuous employment as a para-educator by the School District.

**ARTICLE XVI  
DISCIPLINE AND DISCHARGE**

**Section 1. Discipline:** A para-educator who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. A para-educator who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure providing the grievance is filed in writing within twenty-one (21) days of the event giving rise to the grievance.

**Section 2. Progressive Discipline:** The School District will utilize progressive discipline, when appropriate, including oral reprimand, written reprimand, suspension, and discharge.

**Section 3. Representation:** A para-educator shall have the right to have the appropriate counsel of her/his choice present during any disciplinary action involving written reprimand, suspension or discharge, provided such representative is reasonably available.

**ARTICLE XVII  
SEVERANCE PAY**

**Section 1. Severance Pay:** Upon early retirement, a para-educator employee with 10 or more years of service in District 241 and who has attained the age of 55 will receive severance pay of up to 920 hours of unused disability leave.

**Section 2. Eligibility:** To be eligible for the benefits of Article XV, Section 1, a para-educator must submit a written resignation prior to April 1 of the school year at the end of which severance will take place. Upon request of the employee, in the event of sudden illness or other compelling circumstances, the School Board may, in its discretion, waive the April 1 deadline. An employee discharged for cause shall not be eligible for severance pay pursuant to this Article.

**Section 3. Application:** A para-educator will receive severance pay based on their age at the date of retirement. Severance pay shall be based on the para-educator's hourly rate of pay at the time of retirement and the employee's accumulated hours of disability leave. For purposes of this Article, the term "day" shall mean the number of hours of the employee's assignment during the year preceding retirement.

**Section 4. Payment:** The school district shall pay 100% of the amount of the Severance Pay otherwise payable to qualifying employees under Article XV of this Collective Bargaining Agreement to individual accounts established for those employees under the Post-Retirement Health Reimbursement Arrangement.

**Section 5. Exclusions:** Group members whose most recent first date of continuous employment is after June 30, 2007 shall be excluded from eligibility for severance pay.

**Section 6. Coordination with 403(b) Annuity Matching Contribution Plan:** The amount of severance pay to which a group member would be entitled at the time of their retirement shall be reduced by the total amount of the School District's contributions toward a 403(b) annuity matching contribution plan for that individual.

**Section 7. Termination:** All severance benefits for the para-educator shall terminate after June 30, 2022.

**ARTICLE XVIII**  
**GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** "Grievance" shall mean an allegation by a para-educator or the A.L.P.A. resulting in a dispute or disagreement with the Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this contract. In addition thereto, "grievance" shall include an allegation by a para-educator employee or the A.L.P.A. resulting in a dispute or disagreement with the Board as to the interpretation or application of rules, regulations, policies or past practices which are not within the provisions of this contract, which grievance may be processed in the same manner as described in this article but only to Level II. The decision of the Superintendent with regard to any grievance of rules, regulations, policies, or past practices which are not within the provisions of this contract shall be final and neither the para-educator employee nor the Association shall be entitled to process such grievance under either Level III or the arbitration provisions of this Article.

**Section 2. Representation:** The para-educator, administrator, or School Board may be represented during any step of this procedure by any person or agent designated by such party to act in her/his behalf. In addition, thereto, the A.L.P.A. shall be notified of any hearing at any level of this procedure and shall be entitled to present their position on any issue in dispute.

**Section 3. Definitions and Interpretations:**

- A. Extension: Time limit specified in this contract may be extended by mutual agreement.
- B. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.
- C. 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, Sunday, or legal holiday, in which event the period runs until the next day which is not a Saturday, Sunday, or legal holiday.
- D. Filing and postmark: The filing or service or any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

**Section 4. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provisions(s) of this contract or rules, regulations, policies, or past practices which are not within the provisions of this contract allegedly violated and the particular relief sought within 21 days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

**Section 5. Process:** The Board and the para-educator or the A.L.P.A. shall attempt to adjust all grievances which may arise during the course of employment of any para-educator within the School District in the following manner:

- A. Level I: An effort shall be made to first adjust the possible grievance informally between the para-educator and/or the A.L.P.A. and the School Board's designee. If the problem cannot be resolved through informal discussion, then the formal grievance shall be submitted in writing to the School Board's designee, setting forth the facts and the specific provisions(s) of the contract allegedly violated and the particular relief sought. The School Board's designee will give a written decision on the grievance to the parties involved within seven days after receipt of the written grievance. If a grievance allegedly occurs as a result of action or inaction by the Superintendent or if the alleged grievance involves para-educators in more than one building, the grievant shall initiate the grievance at Level II.
  
- B. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within seven days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall meet to hear the grievance within seven days after receipt of the appeal. Within seven days after the meeting the Superintendent or designee shall issue a decision in writing to the parties involved.
  
- C. Level III: In any event the grievance is not resolved in Level II, the decision rendered may be appealed to the Board, provided such appeal is made in writing within seven days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the Board shall meet to hear the grievance within 14 days after receipt of the appeal. Within seven days after the meeting, the Board shall issue its decision in writing to the parties involved. At the option of the Board, a committee of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the Board. The Board shall then render its decision.

**Section 6. Board Review:** The Board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the Board or its representative notifies the parties of its intention to review within 14 days after the decision has been rendered. In the event the Board reviews a grievance under this section, the Board reserves the right to reverse or modify such decision. The Board shall review the decision within seven days of its notice of intention to review and give notice in writing within seven days to the parties involved.

**Section 7. Denial of Grievance:** Failure by the Board, the Superintendent, or School Board's designee, at the respective levels, to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the grievant may appeal it to the next level.

**Section 8. Arbitration Procedures:** In the event that the para-educator and/or the A.L.P.A. and the Board are unable to resolve any grievance involving the interpretation or application of terms and conditions of employment insofar as such matters are contained in this contract, such grievance may be submitted to arbitration as defined herein:

- A. Requests: A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party and the A.L.P.A., and such request must be filed in the office of the Superintendent within seven days following the decision in Level III of the grievance procedure.
  
- B. Prior procedure required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

- C. Selection of arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within seven days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services appoint an arbitrator, pursuant to the Minnesota Statutes, Section 179.70, Subdivision 4, provided such request is made within 14 days after request for arbitration. The request shall ask that the appointment be made within 30 days after receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods herein shall constitute a waiver of the grievance.
- D. Submission of grievance information:
1. Upon the selection of the arbitrator, the appealing party shall, within seven (7) days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
    - a. The issues involved
    - b. Statement of the facts
    - c. Position of the grievant
    - d. The written documents required under Section 5 of this article.
  2. The Board may make a similar submission of the information relating to the grievance, such submission to be at least 24 hours prior to the commencement of the hearing.
- E. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing, at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator; provided, however, that neither of the parties shall be permitted to assert any ground or to rely on any evidence not previously disclosed to the other party at least 24 hours prior to the commencement of the arbitration hearing. The proceeding before the arbitrator shall be a hearing de novo.
- F. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties hereto.
- G. 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 cost of such transcript shall be borne by the party requesting it. (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.)
- H. Jurisdiction: The arbitrator shall have the jurisdiction over disputes or agreements relating to grievances properly before the arbitrator pursuant to the terms of the procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in the terms and conditions of employment as

defined herein and contained in this written contract, nor shall an arbitrator have jurisdiction over any grievances which have not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

**Section 9. Election of Remedies:** A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the assistant shall waive her/his 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 XIX MISCELLANEOUS**

**Section 1. Publication of Contract:** The School District shall provide copies of this contract to all para-educators now employed and hereafter employed and copies of this contract shall be available for perusal to those being considered for employment by the School District. Further, the School District shall provide ten copies of this contract to the A.L.P.A. for its use.

## **ARTICLE XX DURATION, PUBLICATION AND AUTHORIZATION**

**Section 1. Duration:** This contract constitutes the full and complete agreement between the District and the A.L.P.A., and shall be effective as of July 1, 2021, through June 30, 2023, and thereafter as provided by the P.E.L.R.A. If a new and successor Contract has not been duly entered into prior to June 30, 2023, the terms of this Contract shall continue in effect as provided by the P.E.L.R.A.

**Section 2. Effect:** This Contract shall supersede and take precedence over any and all rules, resolutions, regulations, practices, or policies of the Board which are inconsistent with its provisions.

**Section 3. Severable:** The provisions of this Contract shall be severable, by mutual agreement, and, if any provision thereof or application of any provision is held contrary to law, it shall not affect any other provisions of this Contract or the application thereof.

**Section 4. Copies of Agreement:** There shall be three signed copies of the final Contract for the purpose of record, one to be retained by the Board, one by the A.L.P.A., and one by the Superintendent.

IN WITNESS WHEREOF, the parties hereto have signed this Contract.

SCHOOL BOARD, INDEPENDENT  
SCHOOL DISTRICT #241

ALBERT LEA PARA-EDUCATOR  
ASSOCIATION

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



**APPENDIX A**

**INDEPENDENT SCHOOL DISTRICT NO. 241/PARA-EDUCATOR**

**SCHEDULE A  
2021-2022**

<b>Old Step</b>	<b>New Step</b>	<b>B21</b>	<b>B22</b>
5	1	14.75	15.88
6	2	15.15	16.35
7	3	15.58	16.76
8	4	15.98	17.23
9	5	16.42	17.71
10	6	16.86	18.20
11	7	17.31	18.67
12	8	17.81	19.24
13	9	18.29	19.72
14	10	19.00	20.45
15	11	19.70	21.15

**APPENDIX B**

**INDEPENDENT SCHOOL DISTRICT NO. 241/PARA-EDUCATOR**

**SCHEDULE B  
2022-2023**

<b>Old Step</b>	<b>New Step</b>	<b>B21</b>	<b>B22</b>
5	1	15.19	16.36
6	2	15.60	16.84
7	3	16.05	17.26
8	4	16.46	17.75
9	5	16.91	18.24
10	6	17.37	18.75
11	7	17.83	19.23
12	8	18.34	19.82
13	9	18.84	20.31
14	10	19.57	21.06
15	11	20.29	21.78