



**SAINT PETER PUBLIC SCHOOLS**  
**Agreement with**  
**Paraprofessional Educators**

**2025-2026**

**and**

**2026-2027**

## **PARAPROFESSIONAL EDUCATORS' AGREEMENT 2025-2026 and 2026-2027**

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## **PARAPROFESSIONAL EDUCATORS' AGREEMENT 2025-2026 and 2026-2027**

### **ARTICLE I PURPOSE OF AGREEMENT**

This agreement is entered into between the School Board of Independent School District 508, Saint Peter, Minnesota, hereinafter referred to as the board, and the Paraprofessional Educators of Saint Peter, hereinafter referred to as the association, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for the duration of this agreement.

### **ARTICLE II DEFINITIONS**

The words defined in this article shall have the meaning indicated herein for the purpose of this agreement, unless the context clearly indicates otherwise.

SECTION 1: BOARD: Saint Peter School District 508 elected members

SECTION 2: EMPLOYEE: For the purposes of this agreement, "Employee" shall mean Paraprofessionals and Health Assistants in the appropriate unit employed by the school district excluding the following: confidential employees, essential employees, part-time employees whose service does not exceed 14 hours per week or individuals who hold positions of a temporary or seasonal character for a period of note in excess of 67 working days in any calendar year.

SECTION 3: EMPLOYER: Saint Peter School District 508

SECTION 4: ASSOCIATION: Paraprofessional Educators of Saint Peter

SECTION 5: PELRA: Public Employment Labor Relations Act

SECTION 6: SUPERVISORS: Building Principals responsible for the evaluation of paraprofessionals.

### **ARTICLE III RECOGNITION**

SECTION 1: In accordance with all provisions of the PERLA the school district recognizes *Paraprofessional Educators of St. Peter*, the exclusive representative for the paraprofessionals of Independent School District 508, which exclusive representative shall have those rights and duties as described by PELRA and as described in the provisions of this agreement.

SECTION 2: The exclusive representative shall represent all such employees of the district contained in the appropriate unit employed by the school district.

## **ARTICLE IV SCHOOL DISTRICT RIGHTS**

**SECTION 1: Inherent Managerial Rights:** The Association recognizes 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction, and number of personnel.

**SECTION 2: Management Responsibilities:** The Association recognizes 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.

## **ARTICLE V EMPLOYEE RIGHTS**

**SECTION 1: Members of this bargaining unit shall be notified whenever any statement, which is critical of them, is made a matter of record and placed in their personnel file. No derogatory information shall be placed in a member's file without that person's knowledge.**

**SECTION 2: If a member wishes to review this district personnel file, requests shall be made to the immediate supervisor who will schedule the review of the file. If the member wishes to review her/his personnel file outside his/her normal working hours, she/he may contact the Superintendent's office administrative assistant directly. The member shall have the right to reproduce any contents of the file at the member's expense and to submit for inclusion in the file written information in response to any material contained therein. The school district may destroy such files as provided by law.**

**SECTION 3: Right to Views:** Nothing contained in this agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any employee to perform labor or services against his/her will.

**SECTION 4: Right to Join:** Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school district, subject to the PELRA.

**SECTION 5: Request for Dues Checkoff:** Employees shall have the right to request and be allowed dues checkoff for the employee organization of their selection provided that dues checkoff and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues checkoff. Upon receipt, by the business office, on or before October 1, of a properly executed authorization card of the employee involved, the School District shall deduct from the employee's paycheck the dues that the employee has agreed to pay to the association during the period provided, in said authorization, in sixteen (16) equal bi-monthly

payments October through May.

SECTION 6: Indemnification: The exclusive representative agreed to indemnify and hold the Employer harmless against any claim, suit, or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employee under the provisions of this Article.

## **ARTICLE VI ASSOCIATION PROVISIONS**

SECTION 1: Transaction of Association Business: Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on School District property at all reasonable times, provided that this shall not interfere with or interrupt normal School District operations. The Association shall have the right to use school facilities and equipment. The Association shall also have the right to have copies made from the School District's copying machine(s) during regular business hours provided the Association shall reimburse the School District for the cost of all photocopy supplies. The Association shall not remove any equipment from the school premises without the written permission of the building principal or his or her designee. The Association shall have the right to post notices of activities and matters of Association concern on staff workroom bulletin boards, at least one of which shall be provided in each school building. The Association may use the School District inter-school mail service, the School District e-mail service, and mailboxes for communications purposes.

SECTION 2: Association/Union Leave: DAILY LEAVE PROVISIONS: At the beginning of every school year, the Association shall be credited with five (5) paid, non-accumulative days to be used by a maximum of three (3) paraprofessionals at one time who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the school district, in writing, at least forty-eight (48) hours prior to the date for the intended use of said leave. The Association agrees to reimburse the school district for the cost of substitute paraprofessionals hired by the school district to replace the paraprofessionals who take the leave herein provided.

## **ARTICLE VII DISSEMINATION OF POLICIES**

SECTION 1: District 508 will be responsible for providing each new employee with a copy of this agreement, a seniority list updated annually, and a paraprofessional employee handbook upon the school board's approval of employment. It shall be the new employee's responsibility to contact the building steward to review this contract.

## **ARTICLE VIII JOB CLASSIFICATIONS**

SECTION 1: Job classifications shall be as follows:

Paraprofessional  
Health Assistant

## **ARTICLE IX SALARY PAYMENT**

**SECTION 1:** Employees transferring to a new classification will receive the salary step in the new classification which coincides most closely to their previous salary without taking a decrease.

**SECTION 2:** Paraprofessionals shall be paid twice monthly and all paychecks shall be deposited directly in the employee's personal account. (The 15th or the last banking day prior to the 15th and the last banking day of the month.) Beginning in the 2020-2021 contract year, paraprofessionals who were being paid in twenty-four (24) payments during the 2019-2021 contract year, may elect to continue being paid in twenty-four (24) payments.

Paraprofessionals who are on eighteen (18) payments, and paraprofessionals new to the district, shall be paid on supervisor approved entries in the district's time management system that are submitted to the district office by the 15th day of each month and the last day of each month. Beginning with the 2026-2027 school year, upon completion of three years of district employment, paraprofessionals are eligible to elect payment in twenty-four (24) installments. Elections for the upcoming school year must be submitted in writing to the district office by July 1. Those who do not notify the district office of this change will continue to be paid in eighteen (18) installments.

**SECTION 3:** Paraprofessionals that hold a four-year degree from an accredited college or university shall be placed in Lane B of the salary schedule.

**SECTION 4:** Employees new to the district with experience in another school system or equitable work experience shall be placed on the compensation schedule to recognize the employee's years of experience.

## **ARTICLE X GENERAL EMPLOYMENT PROVISIONS**

**SECTION 1:** Full-time school year paraprofessionals shall be defined as employees holding a position which is at least 7 hours per day for at least the number of student days per school year exclusive of holidays.

**SECTION 2:** Part-time employees are those employees who work less than 7 hours per day.

**SECTION 3:** The hours of work for paraprofessionals shall be established by the building principals in charge of the program and paraprofessionals should be given adequate notice of any change in the established hours.

**SECTION 4:** In accordance with federal law (Affordable Care Act), the school district makes health insurance available to all employees who work 30 hours per week. For employees who work 35 hours per week, a health insurance contribution is made. (See Article XII, Section 2)

### **REQUIRED WORK OUTSIDE OF REGULARLY SCHEDULED HOURS**

**SECTION 5:** Paraprofessionals may be required to attend staff meetings and/or engage in staff development activities. Required work time that does not fall within regularly scheduled hours will be paid at the employee's regular rate of pay.

## **OVERTIME**

SECTION 6: Overtime shall be defined as more than eight (8) hours per day. Employees shall not be requested or required to take time off for overtime worked or to be worked; however, employees may request and receive at the discretion of their supervisor, time off as a method of paying for overtime hours to a maximum of 80 hours. Compensation time shall be at the appropriate overtime rate at which it was earned. Compensation time off may be taken anytime during the contract period with approval of the immediate supervisor, with a maximum carryover of twenty (20) hours to the next fiscal year. Employees may request and receive time and a half pay for any overtime they are required to work.

## **MILEAGE**

SECTION 7: Employees required to use their own automobiles in the performance of their duties shall be reimbursed at the rate established by the Internal Revenue Service, except for travel to and from work. All mileage claims are required to have the pre-approval of the principal.

## **EMERGENCY CLOSING/LATE START**

SECTION 8: In the event of an emergency, or other cause of school closing, the paraprofessional shall not report to work. In the event of a late start, the paraprofessional shall work the extra duties and student-contact hours applicable to the "late-start" school day. In the event of an early dismissal, the paraprofessional shall work the extra duties and student-contact hours applicable to the "early dismissal". On late-start and early-dismissal days the paraprofessional will be paid for their regular number of contracted hours. In the case of school being closed for the entire day, and the district implements e-learning for the entire day, the district will pay paraprofessionals their wages and benefits for the time they were scheduled for the day. The district may require employees to work remotely to the extent practicable or make other accommodations, including alternate work sites or require workers to be on-call during their scheduled work hours.

In the event of school being closed for the entire day on which there is no instruction, the paraprofessional will not be required to make up the first two days of emergency closing provided the day(s) are not rescheduled. In the event of more than two snow day closures in a year where instruction is not provided, paraprofessionals will not report to work and will have two options:

1. Not making up the day, resulting in loss of pay
2. Making up the day at a time that is mutually agreeable to the paraprofessional and the paraprofessional's immediate supervisor. Documentation that the day has been made up must be provided to the District Office by June 15 of each year;

## **WORK CONCERNs**

SECTION 9: The Superintendent or his/her designee(s) shall meet with and confer with paraprofessional employees on non-contractual, non-individual concerns in order to keep an open line of communication. Meetings shall be held when either party feels it is necessary. Every effort shall be made to address individual work concerns with an individual's supervisor and this article is meant to address building or district concerns which are impacting the

bargaining unit.

### **PROBATIONARY PERIOD**

SECTION 10: The first nine (9) months of employment shall be considered a probationary period. During such probationary period an employee shall have no recourse if discharged by the district and cannot bid on any job posting. Upon satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from most recent date of hire by the district.

### **SENIORITY**

SECTION 11: Seniority shall be defined as continuous service as a paraprofessional in the district. District-approved leaves will not interrupt a paraprofessional's continuous service to the district. SECTION 12: Seniority shall terminate when an employee retires, resigns, or is discharged.

### **NOTICE OF OPENINGS**

SECTION 13: Vacancies within the bargaining unit will be posted internally and externally for five (5) days, with current unit members given first consideration. Persons within the association shall be notified and shall be given an opportunity to apply for said position. The school district will select the most qualified candidate. Notification shall be given to the building steward of each building and shall be given prior to posting the opening through any other means. Should the opening occur during the period when school is not in session, notification will be sent to the stewards at their home address. The association shall notify each building principal and the district office of the designated individual(s) such notice should be sent to.

SECTION 14: Vacancies shall be defined as an additional position, a position with a new job description or a position that is vacated by resignation.

### **INVOLUNTARY TRANSFERS AND JOB TRANSFERS**

SECTION 15: Involuntary and Job Transfers are any transfers that are initiated by the administration for the convenience of the district, be it at the same work site or a different work site, in which the position and hours remain the same. Transfers would be to existing positions and not to newly created positions. Job classification may not change except by mutual consent.

### **LAYOFF**

SECTION 16: In the event of a layoff or the elimination of a position, the person with the least amount of seniority shall be laid off. Employees shall be rehired according to seniority in the reverse order of layoff. An employee shall be entitled to recall rights for two (2) years. If an employee declines a recall notice to a position of twenty (20) or more hours per week, they shall forfeit any further recall rights. However, an employee may decline a recall notice without forfeiture or recall rights if the position is less than (20) hours per week. Yearly written notification of availability must be received by the school district central office no later than March 1. If the school district is not notified by March 1, the employee will forfeit their recall rights.

SECTION 17: In the event of a layoff, if two or more employees at the bottom of the seniority list have the same date of employment, attendance, job performance and qualifications will be the deciding factor.

### **REHIRE**

SECTION 18: Under no circumstances shall the employer hire from the open market while employees are on the recall list, qualified to perform the duties of a vacant position and are ready, willing and able, and have notified the district that they are available to be re-employed with comparable position and working hours if available. Upon returning to the district position, the employee shall be placed on the same step on the salary schedule as occupied at the time of layoff and shall be given credit for any seniority earned prior to layoff.

### **BUMPING RIGHTS**

SECTION 19: In the event of the elimination of a position, the person with the least amount of seniority would be required to be laid off. The person in the position that is being eliminated may exercise the employee's seniority to bump a less senior employee with the most comparable hours in any classification provided that the school district determines the employee is capable of performing the job responsibilities. If the person elects not to accept the position with the most comparable hours, the person will bump into the position that was vacated by the person with the least amount of seniority

SECTION 20: Within a classification, if hours in a position are increased, that will constitute a change in position, and therefore, the employee with the most seniority in that classification may fill that position, provided the move does not create a full-time position.

SECTION 21: Should no one within the classification wish to move into the position, it shall be made available to the open market after persons from within the association are notified and given an opportunity to apply for said position.

### **TIME MANAGEMENT SYSTEM AND THE AFFORDABLE CARE ACT**

SECTION 22: The use of the district's time management system is limited to providing the federal government information on employee hours with regards to health insurance and shall not be used for disciplinary purposes.

### **COLLABORATION TIME**

SECTION 23: Paraprofessionals will have up to 15 minutes per week of paid time to coordinate with their case managers/supervisors/ classroom teachers, before or after the student contact day to discuss student information. Paraprofessionals are responsible for recording this time on a timesheet and submitting it to the district office by June 15 of each year. This practice will sunset on July 1, 2021.

## **Article XI**

### **LEAVES OF ABSENCE**

#### **SICK LEAVE**

SECTION 1: Sick leave, with pay, shall be allowed by the school district whenever a paraprofessional employee's absence is due to any type of illness, including illness or disability

caused or contributed to by pregnancy or childbirth, which has prevented the attendance at school and performance of duties on that day or days. A paraprofessional may use personal sick leave benefits provided by the school district for absences due to an illness of or injury to the employee's child, adult child, spouse, significant other, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the paraprofessional's attendance may be necessary, on the same terms upon which the paraprofessional is able to use sick leave benefits for the paraprofessional's own use of sick leave.

SECTION 2: School year paraprofessionals shall receive one day of sick leave for each month of employment in the school district. Part-time employees receive sick leave on a prorated basis.

SECTION 3: Sick leave benefits shall accumulate to 1400 hours.

SECTION 4: The superintendent or designee may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the school board.

SECTION 5: In the event that a medical certificate will be required, the employee will be so advised.

SECTION 6: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee

SECTION 8: Sick leave pay shall be approved only upon submission of signed request upon the authorized sick leave form available at the principals' offices and the district office.

SECTION 9: Any personnel unable to perform duties of employment because of pregnancy or any medical complications of pregnancy, childbirth, or recovery therefrom, may begin leave upon certification from the attending physician that the person is unable to perform such duties, or upon agreement by said personnel and the building principal that leave should be commenced, and the personnel shall be entitled to sick leave without loss of pay to the extent provided by the above. Leave in excess of unused sick leave credit of such personnel shall be treated as a leave of absence without pay during the period such personnel is unable to work due to the pregnancy or any medical complication of pregnancy, childbirth, or recovery therefrom.

## **SICK LEAVE BANK**

SECTION 10: Within thirty (30) days of the beginning of each school year, a paraprofessional may contribute up to one (1) or more of their accumulated sick leave days to the sick leave bank. Forms to contribute days will be made available to paraprofessionals at the beginning of each school year. Contributed days will be subtracted from the paraprofessional's accrued sick leave time.

1. A paraprofessional may use days from the sick leave bank if the following conditions have been met:
  - a. The paraprofessional has contributed to the sick leave bank annually for four (4) years or a total of four (4) days, after which contributions are voluntary.
  - b. The paraprofessional has exhausted his/her sick leave.
  - c. The situation which has caused the paraprofessional to exhaust his/her sick leave is

a situation that is covered under the definition of a serious illness in Article XI, Section 11.12-Serious Illness or Bereavement Leave.

- d. The paraprofessional has accumulated, on the average, a minimum of four (4) days per year for each year of employment in the School District prior to the situation that caused the need to use the sick leave bank. Days used to cover a disability will lower the qualifying requirement by the number of days used for the disability. Days contributed to the sick leave bank will count as accumulated days.
- 2. The School District may extend this provision to a paraprofessional who does not meet the guidelines under extenuating circumstances.
- 3. A member may use up to ten (10) days per year.
- 4. A paraprofessional may not use days from the sick leave bank to substitute for extended maternity leave.
- 5. A request to draw sick days must be presented in writing to the Superintendent of Schools or his/her designee.
- 6. The sick leave bank will expire upon ratification of the 2025-2027 contract. Each employee will be credited with any unused sick leave days he/she contributed to the sick leave bank. Any excess days will be divided among the existing contributors.

### **SERIOUS ILLNESS OR BEREAVEMENT LEAVE**

SECTION 11: A paraprofessional may be granted up to six (6) days of non-accumulative serious illness or bereavement leave annually which may be used for serious illness or death in the immediate family. Serious illness shall be defined as life threatening in nature and immediate family shall be defined as spouse, father, mother, siblings, children, grandparents, grandparents-in-law, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-law and son-in-law and any relative or non-relative living in the household with the employee. Three (3) of the six (6) days may be used for extended family or special friend. In the event of a second or any additional deaths to the following members of the immediate family--spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, daughter-law and son-in-law, grandchildren, or anyone residing in the household at the time of their death--additional leave will be granted not to exceed five (5) days per death. Any additional days taken will be taken at a full deduction in pay.

### **CHILD CARE LEAVE**

SECTION 12: Child care leave shall be granted by the district upon request delivered at least one (1) month prior to the time such leave is to be taken. Such leave may be for periods extending beyond a period of time the employee is unable to work due to pregnancy, childbirth, or recovery therefrom, but shall be for no longer than one full year from the date of the commencement of such leave. The leave shall be granted only in cases where the employee requests such leave for the purposes of attending to a newborn or newly adopted child.

SECTION 13: Employees on childcare leave, for the period not covered under sick leave, shall continue the insurance programs of the district by paying the full premiums regularly.

SECTION 14: Upon returning from approved child care leave the employee will assume the same position the employee had upon leave.

## **PERSONAL LEAVE**

SECTION 15: Employees shall be granted personal days as follows: employees in years 1-4 shall receive one personal day, employees in years 5-10 shall receive two personal days and employees with more than 10 years shall receive three personal days. Unused days are able to be carried over to a maximum of five (5) days. Employees who have accumulated 15 or more sick days are eligible to exchange three (3) sick days for a personal day. In order to exchange sick days for a personal day the employee must submit a request, in writing, to the payroll department by October 1 or February 1 in the school year in which the additional personal day is to be used. Personal days are to be used at the discretion of the employee for situations that arise requiring the employee's attention and which cannot be attended to when school is not in session and which are not covered under provisions of this contract. A limit of two (2) employees per building per day may be absent on a personal leave day.

At the end of each school year, employees shall have the option of selling back unused personal days at a rate of \$50 per day if the employee has not exchanged any sick days for an additional personal day during the school year. This request must be submitted, in writing, to the payroll department within 1 week of the last day of school.

SECTION 16: Requests for personal leave must be submitted through Frontline at least two (2) days in advance, except in the event of emergencies.

## **MINNESOTA PAID LEAVE:**

SECTION 17: Paid Family Medical Leave (PFML): Starting January 1, 2026, Employees are required to PFML pursuant to MN Statutes 268B et Seq., Family and Medical Benefits.

SECTION 18: Costs of PFML: The premium rate is a percentage of an employee's taxable wages that is set annually by the Minnesota Department of Employment and Economic Development (DEED). The district shall pay 50% of the total premium, and the employee shall pay 50% of the total premium for PFML.

SECTION 19: Should the District elect to purchase a private plan from among those approved by DEED, in no case will the employer withhold a higher percent of pay from the employees than may be withheld under the public program, even if the full premium charged by the private plan is higher than that of the public plan. If the premium charged by the private plan is lower than that of the public plan, the maximum contribution is 50% of the full premium for the private plan.

SECTION 20: Notification to the Employer: Pursuant to Minnesota Statute Section 268B.085, employees taking PFML shall provide the employer with thirty (30) days' notice prior to the start of leave when possible. If 30 days' notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances or a medical emergency, notice must be given as soon as practicable.

SECTION 21: PFML will run concurrently with leave taken for the same qualifying purpose under the federal Family and Medical Leave Act or the Minnesota Parenting and Pregnancy Leave law, provided that the leave is eligible.

SECTION 22: In the event that an employee is approved for PFML for the period of time that was initially covered by ESST/sick leave, the employer shall provide the employee with the opportunity to pay back the value of some or all ESST/sick leave. The employer shall re-credit the leave back to the employee's individual leave account provided funds are repaid to the district according to IRS regulations.

## **JURY DUTY**

SECTION 23: All paraprofessionals of School District 508 shall continue to receive their regular compensation when called for jury duty. The employee shall submit a copy of their jury duty check to the district and that compensation, except for mileage reimbursement and any meal allowance shall be deducted from their check.

SECTION 24: Any paraprofessional summoned or subpoenaed to provide testimony or information to any agency, commission, board, legislative committee, arbitrator, or court, during the regular workday, shall be provided leave with pay for each day or part thereof which the paraprofessional is required to be absent. The paraprofessional employee shall provide the district with a copy of the compensation. Except for mileage reimbursement and meal allowance, this amount shall be deducted from their check.

## **LEAVE OF ABSENCE**

SECTION 25: An unpaid leave of absence may be granted for health reasons if recommended by the attending physician in writing and approved by the administration and school board. Time period may be renewable, upon review, up to one year.

SECTION 26: An unpaid leave of absence may be granted for other reasons, such as higher education, if approved by the school board, and provided the employee is working for the district at least three and one-half hours per day at the time of the request. When an employee returns from leave of absence, that employee shall return at the same level of pay and retain seniority, but does not gain seniority while on leave.

SECTION 27: Should an unpaid leave of absence be granted to an employee, upon returning from the leave, the employee shall be placed on the same step and will retain the original seniority date as when they left.

## **PROFESSIONAL DEVELOPMENT**

SECTION 28: Professional Meetings: Paraprofessionals shall be permitted to attend professional meetings and/or classroom visitations as approved by the superintendent or his/her designee.

SECTION 29: Reimbursement: The School district shall pay for all reimbursable expenses incurred during the professional leave, if the school district requested the paraprofessional to attend the meeting.

## **PAID HOLIDAYS**

SECTION 30: Holidays: The following days are recognized as holidays with regular pay for full-time paraprofessionals working during the period the holiday occurs:

- Good Friday
- Memorial Day
- Thanksgiving Day
- Christmas Day
- New years Day
- Labor Day

If a major holiday falls on a Saturday, Friday would be considered the holiday and if the major holiday falls on Sunday, Monday would be considered the holiday.

SECTION 31: Less than full-time employees shall receive holiday pay on a prorated basis.

## **ARTICLE XII** **GROUP INSURANCE**

### **SELECTION OF CARRIER**

SECTION 1: The selection of the insurance carrier and policy shall be made by the School Board.

### **HEALTH AND HOSPITALIZATION INSURANCE**

SECTION 2: Effective July 1, 2025, and through June 30, 2027, contract, the school district shall pay the entire premium for individual coverage and 50 percent of the premium for family coverage, not to exceed \$2,617, for each full-time educational assistant employee who qualifies. Paraprofessionals who work full time for the school year shall receive full benefits during the months they work, but will be responsible to pay their own premiums in advance, during the non-school months.

**The above represents the total agreement for health and hospitalization insurance and no monetary rebate shall be made to any employee should premiums be less than the amount the school district agrees to contribute.** 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.

### **WORKERS' COMPENSATION**

SECTION 3: Upon request of an employee who is absent from work as a result of a compensable injury, while working for the school district, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extension of the employee's earned accrual of sick leave and/or vacation pay. This paragraph may be effectuated on the delivery of the school district to the employee of a paycheck for said employee's regular rate of pay during the affected period when and after the employee endorses to the district the employee's workers' compensation check or has said amount of workers' compensation check deducted from gross wages on paycheck.

SECTION 4: Workers' compensation benefits shall not be granted to persons for injuries received while employed by any individual or firm other than the school district.

### **INCOME PROTECTION INSURANCE**

SECTION 5: The school district shall contribute a sum necessary to pay the premium of income protection insurance for all employees. Such insurance shall begin 60 calendar days after the injury or illness and extend to age 65.

### **LIFE INSURANCE**

SECTION 6: The school district shall contribute a sum equal to the premium for a \$50,000 group life insurance policy for each school-year paraprofessional employee of the school district for the term of this contract.

### **DURATION OF INSURANCE CONTRIBUTION**

SECTION 7: An employee is eligible for school district contributions, as provided by this article, as long as the employee is employed by the school district and meets the qualifications as outlined in this article. Upon termination of employment, and effective on the last working day, all school district participation and contribution shall cease unless the employee is entitled to the benefits as provided in No. 1 under Retirement.

### **REDUCTION OF HOURS**

SECTION 8: Whenever a full-time employee's hours are reduced to the point where the number of hours falls below the minimum necessary to qualify for group insurance coverage, the district will try to continue health insurance with the group carrier at the employee's own expense, if so requested. The employer will allow premiums to be paid by payroll deduction so long as the employee pays the entire premium.

### **HEALTH REIMBURSEMENT ACCOUNT**

SECTION 9: Saint Peter School District shall make available an HRA, which is mutually selected between the union and the district, to all qualified bargaining unit members. The HRA will be composed of individual accounts for each eligible participant. Participants who leave employment will be permitted to continue accessing their individual HRA balances until the account is exhausted. The HRA will reimburse all expenses eligible under IRS rules and regulations, without restriction. The plan document will provide that any individual trust assets remaining upon the death of a participant without a named beneficiary will revert back to the school district. Payment of Administrative Fees:

- a. Administrative fees allocable to individual accounts of active employees who are active participants in the HRA Plan shall be paid by the district.
- b. Administrative fees allocable to the individual accounts of former employees and retirees shall be paid from the account.
- c. If the HRA Plan is terminated, or if employer contributions cease by agreement between the parties, administrative fees shall be paid from the account.

Employer Contributions to the HRA for Active Employees:

- a. The participant's employer contribution shall be \$.30 per hour worked from July 1 to the following June 30.
- b. One hundred (100) percent of the employer contribution calculated pursuant to letter a above shall be deposited on or before June 30<sup>th</sup> of each year.
- c. Any amount remaining in the individual account at the end of the HRA Plan year will be carried forward for use by the participant or their eligible dependents.

## **ARTICLE XIII RETIREMENT**

**SECTION 1:** Any full-time paraprofessional employee who has been employed ten (10) consecutive years by the school district may retire at the end of the school year in which he or she reaches the age of fifty-six (56) years. Upon retirement at the age of fifty-six (56) or thereafter, and with ten (10) years of full-time employment, the district will set aside \$7,800 to be used for both school district provided, and non-district provided medical insurance related expenses, including Medicare supplemental coverage if eligible. The school district will contribute eligible funds into a school district sponsored retiree Health Reimbursement Arrangement (HRA) on behalf of the employee annually in the amount equal to the lesser of the plan chosen by the eligible employee. The contribution to be made monthly in the amount of 1/12 th of the annual amount until the eligible school district funds have been exhausted. If an eligible employee elects medical coverage outside of the school district's plans, they will be ineligible to return to the school district's group plan(s). In the event of the employee's death, this benefit ceases. With regard to life insurance at the time of retirement, the school district will continue to pay life insurance premiums for up to five (5) years after retirement or age sixty-five (65), whichever comes first.

**SECTION 2:** Upon retirement at the age of fifty-six (56) or thereafter, and with ten (10) years of continuous employment in District 508, all paraprofessionals shall be paid \$6.00 per hour, up to 1400 hours, or \$8,400, for accumulated sick leave. The employee must request, in writing, payment of these funds, which will be paid within thirty (30) days of receiving the request.

**SECTION 3:** All Employees that work at least 14 hours per week or 35 percent of the normal work week, whichever is less of the ESP Bargaining unit will be automatically enrolled in a voluntary 403(b) plan. Employees may choose from any of the qualified investment companies listed in the Employee 403(b) Plan Document, Adoption Agreement. Twenty Dollars (\$20.00) will be deducted from each employee, per pay period, and contributed into an account managed by the employee-chosen company. Should no choice be made as to the investment company, monies withheld shall be contributed into a Target Date Fund (TDF) as the default investment, managed by EFS. EFS will be the responsible Fiduciary of the default investments. All employees can opt out of this plan within 90 days and withdrawals will be returned to the school and added back into the employee's paycheck. Employees may transfer the account to any of the qualified investment companies listed in the Employee 403(b) Plan Document, Adoption Agreement. Employees may choose to contribute a different amount per paycheck, but the minimum is Twenty Dollars (\$20.00).

## **ARTICLE XIV GRIEVANCE PROCEDURE**

### **DEFINITION OF TERMS AND INTERPRETATIONS**

**SECTION 1: GRIEVANCE:** A "grievance" shall mean a dispute or disagreement as to the interpretation or application of any term or terms of any contract required by the PELRA between Independent School District 508 and the authorized representative. A "grievance" relating to a policy of the school district will be carried through level three of this procedure.

**AGGRIEVED:** Any person or group of persons within the appropriate unit having a grievance.

**ADMINISTRATIVE SUPERVISOR:** The immediate supervisor to whom the aggrieved is responsible.

**GRIEVANCE COMMITTEE:** The committee appointed by the exclusive representative.

**DISPOSED:** A settlement of a grievance to the satisfaction of both parties, which has been reduced to writing.

**EXTENSION:** Time limits specified in this procedure may be extended by mutual agreement.

**DAYS:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

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

**FILING AND POSTMARK:** The filing of services of any notice or document herein shall be timely if it bears a postmark of the United States Mail within the time period.

### **REPRESENTATIVE**

**SECTION 2:** The aggrieved, administrator or special board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

### **TIME LIMITATIONS AND WAIVER**

**SECTION 3:** Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. 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.

### **INFORMAL DISCUSSION**

**SECTION 4:** In the event that an individual or group of individuals believes that there is a basis for a grievance, he/she or they may first discuss the alleged grievance with his/her or their administrative supervisor either privately or accompanied by a representative of the grievance committee without having reduced the grievance to writing.

### **ADJUSTMENT OF GRIEVANCE**

**SECTION 5:** The school board and the aggrieved shall attempt to adjust all grievances, which may arise during the course of employment of any member of the exclusive representative in the following manner.

**LEVEL I:** The aggrieved shall file grievance, in the form herein provided, with his/her administrative supervisor within twenty (20) days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the

written grievance.

**LEVEL II:** In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level I. If a grievance is so appealed to the superintendent, the superintendent shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within the ten (10) days after the meeting, the superintendent shall issue a decision in writing to the parties involved.

**LEVEL III:** In the event the grievance is not disposed of in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing, in the form herein provided within five (5) days after receipt of the decision in Level II: If a grievance is so appealed to the clerk of the school board, the school board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the school board shall issue its decision, in writing, to the parties involved. At the option of the school 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 school board. The school board shall then render its decision.

### **SCHOOL BOARD REVIEW**

**SECTION 6:** The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention within ten (10) 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 nullify such decision. Such notification by the board automatically advances the grievance to Level III.

### **DENIAL OF GRIEVANCE**

**SECTION 7:** Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal it to the next level.

### **LEVEL II INITIATION**

**SECTION 8:** A grievance that affects a group of members of the exclusive representative involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

### **ARBITRATION PROCEDURES**

**SECTION 9:** In the event the aggrieved and the school board are unable to resolve any grievance, any grievance may be submitted to arbitration as defined herein.

**REQUEST:** A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

**SELECTION OF ARBITRATORS:** Upon the proper submission of grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to select an arbitrator. The grievance shall be heard by a single arbitrator if such arbitrator can be

selected. In the event no agreement between the parties can be reached within the ten (10) day period, either party may request to proceed according to the rules and regulations of the Public Employees Labor Relations Board of the State of Minnesota (PELRA). The parties shall request that the appointment pursuant to the PELRA shall be made within thirty (30) days following the receipt of such request.

**HEARING:** Either party may be represented by such person or persons as they may choose at

the arbitration hearing, and each party shall have the opportunity to submit evidence, offer testimony and to make oral and written arguments pursuant to the rules of the Public Employees Labor Relations Act (PELRA). Neither party shall be permitted to assert any ground or to rely on evidence not previously disclosed to the other party at the time of the arbitration procedure.

**DECISION:** The decision by the arbitrator shall be rendered after the close of the hearing. Decisions by the arbitrator in cases properly before his/her shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided in PELRA.

**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 of the hearing shall be made at the request of either party. The parties shall equally share fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of arbitration.

## **ARTICLE XV DURATION**

**SECTION 1: Terms and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2025 through June 30, 2027 and thereafter pursuant of the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than Sixty (60) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) days prior to the expiration of this Agreement.

**SECTION 2: Effect:** This agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the employees. The provision 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 3: Finality:** Any matters relating to the terms and conditions of employment, whether referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

**SECTION 4: Severability;** The provision of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held

invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

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Association's Negotiator

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Board Chair

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Association's Negotiator

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Board Clerk

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

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

## PARAPROFESSIONAL EDUCATOR SALARY SCHEDULE

<b>2025-2026</b>				
Step	A	B	Health Asst.	Longevity
1	18.65	18.95	20.45	
2	19.05	19.35	20.75	\$ .75
3	19.45	19.75	21.05	\$ .75
4	19.85	20.15	21.35	\$ .75
5	20.25	20.55	21.65	*amounts are cumulative
6	20.65	20.95	21.95	

<b>2026-2027</b>				
Step	A	B	Health Asst.	Longevity
1	20.65	20.95	22.45	
2	21.05	21.35	22.75	\$ .75
3	21.45	21.75	23.05	\$ .75
4	21.85	22.15	23.35	\$ .75
5	22.25	22.55	23.65	*amounts are cumulative
6	22.65	22.95	23.95	

\*Career Increment for those hired after 2001-2002:

- After 10 years-Longevity 1
- After 15 years-Longevity 1 and 2
- After 20 years-Longevity 1, 2, and 3

Supplementary Teacher Rate of Pay- When a licensed paraprofessional is assigned to be a supplementary teacher, the licensed paraprofessional will receive an additional amount per hour equal to the difference between their current hourly salary and the hourly salary of a BA, step 1 teacher.