AGREEMENT

between

SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT #192

and

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 70
(PARAPROFESSIONALS)

Effective:

July 1, 2017 through June 30, 2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Purpose</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>Recognition of Exclusive Representative</td>
<td>1</td>
</tr>
<tr>
<td>III</td>
<td>Definitions</td>
<td>1</td>
</tr>
<tr>
<td>IV</td>
<td>School Board Rights</td>
<td>2</td>
</tr>
<tr>
<td>V</td>
<td>Employee Rights</td>
<td>2</td>
</tr>
<tr>
<td>VI</td>
<td>Rates of Pay</td>
<td>3</td>
</tr>
<tr>
<td>VII</td>
<td>Hours of Service</td>
<td>4</td>
</tr>
<tr>
<td>VIII</td>
<td>Resignation</td>
<td>5</td>
</tr>
<tr>
<td>IX</td>
<td>Leaves of Absence</td>
<td>5</td>
</tr>
<tr>
<td>X</td>
<td>Insurance</td>
<td>10</td>
</tr>
<tr>
<td>XI</td>
<td>Discipline, Discharge and Probationary Period</td>
<td>12</td>
</tr>
<tr>
<td>XII</td>
<td>Jury Duty</td>
<td>13</td>
</tr>
<tr>
<td>XIII</td>
<td>Seniority</td>
<td>13</td>
</tr>
<tr>
<td>XIV</td>
<td>Vacancies and Job Posting</td>
<td>16</td>
</tr>
<tr>
<td>XV</td>
<td>Transfer</td>
<td>17</td>
</tr>
<tr>
<td>XVI</td>
<td>Grievance Procedure</td>
<td>17</td>
</tr>
<tr>
<td>XVII</td>
<td>Tax Sheltered Annuity</td>
<td>20</td>
</tr>
<tr>
<td>XVIII</td>
<td>General</td>
<td>21</td>
</tr>
<tr>
<td>IX</td>
<td>Duration</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>LETTERS OF AGREEMENT #1, #2, #3, #4, #5</td>
<td>23</td>
</tr>
</tbody>
</table>
ARTICLE I
PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Independent School District No. 192, Farmington, Minnesota, hereinafter referred to as the School District and the International Union of Operating Engineers, Local No. 70, 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 the terms and conditions of employment for Paraprofessionals during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the International Union of Operating Engineers, Local No. 70, as the exclusive representative for the Paraprofessionals employed by the School District, which as the 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 the Bureau of Mediation Services, if any.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement the term Paraprofessionals personnel shall mean all persons in the appropriate unit employed by the School District in such classification excluding the following: Confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 10.5 hours per week or 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, emergency employees, and all other employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 4. Full-time Paraprofessionals: Full time shall be defined as those Paraprofessionals working a minimum of 30 hours per week during a normal school week.
ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative 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.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognize the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state. Any provisions 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 School District rights and duties shall not be deemed to exclude other inherent management 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
EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join 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.

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card
of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

Section 4. Fair Share Fee: In accordance with M.S. 179A.06 Subd. 3, as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the School District, and to each employee to be assessed the fair share fee.

A challenge by an employee aggrieved by the assessment shall be filed in writing with the Commissioner of the Bureau of Mediation Services, the School District, and the exclusive representative within 30 days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from earnings of the employee and transmit the fee to the exclusive representative 30 days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner, or court. Any such fair share challenge shall not be subject to the grievance procedure.

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

Section 5. Employees Rights: The School District shall provide a list containing the name, address, telephone number, classification, and rate of pay for all employees of the bargaining unit by October 1st of each year to the Union. The School District will provide the same information within fourteen (14) days to the Union of any new bargaining unit employee hired after October 1st. The School District shall notify a Union representative when a bargaining unity employee ends their employment with the School District.

ARTICLE VI
RATES OF PAY

Section 1. Salary:

Subd. 1.

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<thead>
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</tr>
</thead>
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<tr>
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</tr>
</tbody>
</table>

Subd. 2. Career Incentive: Paraprofessionals will, in addition to the base rates listed in Subd. 1 of this section, receive twenty ($.20) cents per hour for each year or part of a year of service, up to thirty five (35) years of service with the exception that there will be no longevity increase for the 2017-2018 or 2018-2019 fiscal years. In 2019-2020, the career incentive will resume increases of $.20 for each year of service for eligible paraprofessionals, excluding 2017-2018 and 2018-2019.
ARTICLE VII
HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of eight (8) hours per day, forty (40) hours per week, exclusive of lunch. Such work week shall consist of five (5) consecutive days.

Section 2. Working Hours: Working hours shall be determined by the School District. If a change occurs in a Paraprofessional's number of hours, number of days or work location, the Paraprofessional will be notified as soon as the change is known but no later than August 15th. The information regarding changes will be made in writing to the employee. Reduction of hours will be handled in accordance with Article XIII, Section 2.

Subd 1. Paraprofessionals who are required to attend student IEP meetings, extended day field trips or other activities outside of their normal working hours shall be paid their normal hourly rate of pay up to forty (40) hours.

Section 3. Overtime: For all hours worked beyond the basic schedule of forty (40) hours per week, overtime shall be paid on the basis of one and one-half (1 ½) times the hourly rate. No overtime will be paid unless it has been specifically authorized by the School District representative.

Section 4. School Closings: All Paraprofessionals, unless otherwise directed, shall not report if an emergency closing has been declared for an entire day. No pay shall be awarded for that day. Paraprofessionals may make up the lost hours of the first day of an emergency closing in the year by performing meaningful work related to their paraprofessional position. Such work shall be performed within the same fiscal year at times that do not put the Paraprofessional into an overtime situation and will be arranged between the supervising teacher and the Paraprofessional with the approval of the principal. If there is a second day of emergency closing, by the end of the fiscal year, the school district will design professional development at the building and/or district level to make up lost hours.

If school is let out early because of an emergency closing, Paraprofessionals would not be reduced in pay for the remainder of that day.

If Paraprofessionals are to report later than their scheduled start time due to school not starting on time, Paraprofessionals will be paid from their scheduled start time.

An emergency closing shall be defined as any unscheduled closing of the school or schools, (i.e. inclement weather, energy shortage or breakdown of equipment, etc). Paraprofessionals must be dismissed by a School District representative for all early emergency closings.

Subd 1. In the event a Paraprofessional has requested personal or sick leave and school is closed for the entire day, the personal or sick leave will be credited back to the appropriate leave hour category and no payment will be received. Alternatively, a paraprofessional may choose to use all or some of their personal leave to make up the lost hours for the first and/or second emergency closing day in any school year.

Section 5. Lunch: Each Paraprofessional who works at least 5 consecutive hours per day or more will receive a thirty (30) minute duty free, non-paid lunch. Lunch will be paid time for extenuating circumstances such as:
day long field trips, emergencies, medical issues or other unforeseen circumstances as approved by the School District representative. All positions that have been or are combined together at the Paraprofessional’s request and with the School District representative’s approval may be subject to the elimination of the half hour unpaid lunch.

Section 6. Breaks: A Paraprofessional will be given a fifteen (15) minute rest period for every three (3) hours worked with no more than two (2) breaks in an eight (8) hour day. Break time is non-accumulative.

Section 7. Staff Training and/or Staff Development: A representative of the Paraprofessional’s bargaining unit must be included on the district/building level staff development committee(s) in accordance with M.S. 122A.60 and 122A.61.

Section 8. Professional Activities: Attendance at meetings, conventions, and workshops that are related to the position of the Paraprofessional and that will improve or develop the skills of the Paraprofessional will be granted without loss of pay. The attendance must be approved in advance by the School District representative and/or the Assistant Superintendent.

Subd. 1. Paraprofessionals attending meetings, conventions or workshops outside the School District under the provisions of Section 8, that have received prior approval or are at the request of the School District representative, shall be reimbursed for expenses in accordance with the School District’s travel policy.

Section 9. Holidays: Any Paraprofessional covered by this working agreement will receive the following two paid holidays:

- Thanksgiving Day
- Christmas Day

The number of hours paid per holiday, will be determined by the average number of hours worked per week.

ARTICLE VIII
RESIGNATION

A Paraprofessional electing to resign shall be required to give the School District a two (2) week notice and shall continue in the School District’s service during this two (2) week period with the exception that the Paraprofessional may leave earlier when a replacement can be made. Failure to give such notice shall result in loss of any benefits to which the Paraprofessional might otherwise be entitled.

ARTICLE IX
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Paraprofessionals shall earn sick leave at the rate of one (1) hour for each eighteen (18) hours of service in the employ of the School District including hours worked in summer programs.

Subd. 2. Unused sick leave hours may accumulate to a maximum credit of 1200 hours of sick leave per Paraprofessional.
Subd. 3. Sick leave with pay shall be allowed by the School District whenever a Paraprofessional’s absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days during the regular school year program.

Subd. 4. The School District may require a Paraprofessional 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.

Subd. 5. In the event that a medical certificate will be required, the Paraprofessional will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the Paraprofessional.

Subd 7. Sick leave pay shall be approved only upon submission of a proper request in accordance with School District policies and procedures.

Subd. 8. Sick leave shall cover illness of the Paraprofessional as well as illness of the Paraprofessional’s spouse, children, father, mother, grandchildren, siblings, in-laws and step relatives of the same titles, or someone under legal guardianship of the Paraprofessional providing the illness is of a nature necessitating the Paraprofessional’s presence. A doctor’s statement may be requested to verify an absence.

Subd. 9. Bereavement Leave: The School District shall grant three (3) days of paid leave per person for the death of the Paraprofessional’s spouse, significant other (lives in the same household), child, parent (including in-laws and step relatives of the same titles), grandchild and person to whom the Paraprofessional is a legal guardian. If additional days are needed, days shall be deducted from the Paraprofessional’s accrued sick leave or personal leave at the Paraprofessional’s discretion. Upon approval of the School District representative, the Paraprofessional may elect to take days unpaid after all leave days are exhausted.

The School District shall grant up to three (3) days of paid sick leave per person for the death of grandparents, brothers, sisters, aunts and uncles of either the Paraprofessional, spouse or significant other (lives in the same household). Upon approval of the School District representative, the Paraprofessional may elect to take additional days as unpaid leave.

A Paraprofessional may use up to one day of sick leave for the death of a close friend during the regular school year.

Section 2. Personal Leave:

Subd. 1. A full-time Paraprofessional will be granted sixty percent (60%) of their school year program work week hours at the discretion of the School District for personal leave. A part-time Paraprofessional working at least twenty (20) hours per week will be granted twenty percent (20%) of their school year program work week hours at the discretion of the School District for personal leave.

Subd. 2. Requests for personal leave must be made in writing or an alternate format as determined by the School District, such as a computerized system. No reason for such leave need be stated. Leave
requests will be granted only upon approval by the School District representative and only during the regular school year program.

Subd. 3. Unused personal leave hours may accumulate from year to year to a maximum of forty (40) hours. Any accrued hours over the maximum amount of forty (40) hours will automatically be redeemed at five (5) dollars per hour through the payroll system with the exception of the following:

Section 3. Parental Leave:

Subd. 1. A parental leave without pay will be granted by the School District subject to the provisions of this section and federal or state law. Parental leave may be requested because of the need to prepare and provide parental care for a child or children of the Paraprofessional for an extended period of time.

Subd. 2. A Paraprofessional shall request parental leave in writing at least thirty (30) days in advance of the intended leave when possible.

Subd. 3. The School District may adjust the proposed beginning or ending date of a parental leave so that the dates coincide with some natural break in the school calendar.

Subd. 4. Parental leaves may be granted up to one (1) full year.

Subd. 5. A Paraprofessional returning from parental leave shall be re-employed in the previously held or a position equivalent to the position held prior to taking the leave, subject to the provisions of Article XIII.

Subd. 6. A Paraprofessional returning from parental leave will be placed on the next higher step on the salary schedule only if the Paraprofessional has worked at least one-half of the prior year.

Subd. 7. During the period of parental leave, accrued sick leave will be held in credit. The Paraprofessional is eligible to continue all health and hospitalization, dental and life insurance benefit plans but must pay the total premiums for these programs, except when otherwise required by federal or state law.

Subd. 8. Whenever parental leave extends to the end of a school year, the Paraprofessional must notify the School District representative in writing by April 1 of intent to return or not return to the district the following year. Whenever possible, the School District representative, if requested, will meet with the employee returning from leave to determine building assignment.

Subd. 9. Periods of time when a Paraprofessional is on parental leave may not be used to satisfy probationary time requirements.

Section 4. Maternity Disability Leave:

Subd. 1. A pregnant Paraprofessional shall be entitled to available sick leave pursuant to leaves of absence during the period of actual disability related to pregnancy or childbirth.

Subd. 2. The School District representative may require that the Paraprofessional undergo a physical examination by a licensed physician of the Paraprofessional’s choice. Such physician’s opinion shall
be determinative as to the period of disability. The cost of such physical examination shall be borne by the School District.

Subd. 3. Failure of the Paraprofessional to return pursuant to the date determined as the end of her disability shall constitute grounds for discharge.

Subd. 4. A pregnant Paraprofessional shall notify the human resources department in writing no later than the end of the 5th month of pregnancy and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 5. If a Paraprofessional chooses to utilize disability leave, the Paraprofessional must continue to work until a doctor certifies that she can no longer fulfill the requirements for the position. The Paraprofessional is required to return to work or to take parental leave as soon as she is physically able to do so. After the birth of a child, a certificate of disability from the doctor is required.

During the period of disability only, the Paraprofessional is eligible to receive sick leave and disability leave benefits. A Paraprofessional may request a parental leave at the conclusion of this disability.

Subd. 6. If the reason for parental leave is occasioned by pregnancy and the period of confinement is interrupted, the Paraprofessional may return to work prior to the ending date of the leave only if she is physically able and a suitable opening is available.

Section 5. Workers Compensation:

Subd. 1. Upon the request of a Paraprofessional who is absent from work as a result of a compensable injury incurred in the service of the School District, under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers Compensation Act by the Paraprofessional and the Paraprofessional's regular rate of pay to the extent of the Paraprofessional's earned accrual of sick leave and/or personal leave pay.

Subd. 2. A deduction shall be made from the Paraprofessional's accumulated personal leave or sick leave accrual time according to the prorated portions of days of sick leave or personal leave time which is used to supplement workers compensation.

Subd. 3. Such payment shall be paid by the School District to the Paraprofessional only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the Paraprofessional by virtue of sick leave or personal leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the Paraprofessional.

Subd. 5. A Paraprofessional who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or personal leave pay pursuant to this policy shall submit his/her workers compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence.
Section 6. Medical Leave:

Subd. 1. A full-time paraprofessional who is unable to work because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon request, be granted a medical leave of absence, without pay, up to one year. The School District may, at its discretion, renew such leave and request for renewal which was accompanied by a written doctor’s statement.

Subd. 2. A request for leave of absence under this section shall be accompanied by a written doctor’s statement outlining the condition of health and estimated time at which the Paraprofessional is expected to be able to resume his/her normal responsibilities.

Subd. 3. Any person employed to replace a Paraprofessional on a medical leave shall be considered a probationary Paraprofessional and shall be automatically terminated upon the return of the Paraprofessional on medical leave.

Section 7. Sick Leave Bank:

Effective September 23, 2013, employees who have agreed to participate in the sick leave bank who have a significant illness or a spouse with a significant illness shall be allowed, upon qualifying to utilize days from the sick leave bank. A significant illness is defined as a medical/psychological condition that would cause the employee to be absent six (6) weeks or more from his/her present position. A medical certificate from a qualified physician or psychologist is required as evidence of illness.

Subd. 1. Employees shall be offered the opportunity to join the sick leave bank on December 1st following 12 full months of employment in the administrative support staff/Paraprofessional units and shall be notified by the union of their eligibility. Participation requires a donation of a minimum of five (5) hours of sick leave. If a unit member chooses not to participate in the donation of hours, the member forfeits any future access to the sick leave bank. At such time when the bank is reduced to two hundred hours or less, a member must be willing to donate at least five (5) hours to retain eligibility. If at that time a member does not have five (5) hours to donate, they must do so as soon as they have accumulated five (5) hours.

Subd. 2. Every second week of December, participants have the option to donate a minimum of five (5) hours or up to a maximum of sixteen (16) hours of unused sick leave. Between the minimum and maximum, members may decide on the number of hours to donate based on their own situations and accumulation of sick hours.

Subd 3. Sick bank days shall be awarded in six (6) week blocks of work hours depending on the individual’s work assignment. If during the awarded time the individual is able to return to work, the unused sick leave shall be returned to the bank. Participants must use their own accumulated sick leave, personal days and vacation before accessing sick bank hours.

Subd. 4. A participant shall only be eligible to receive the one (1) six (6) week block of hours from the sick leave bank during any three (3) year period. Year one (1) would begin on the first day the sick leave bank days are awarded.
Subd. 5. Any participant ending the school year with a maximum allowable accumulation of sick hours, according to their individual contract, will be allowed to place any unused sick leave from the preceding year up to a maximum of forty (40) hours into the sick leave bank. The employee must notify the Payroll and Benefits department in writing prior to June 30th regarding placing unused sick leave into the bank.

Subd. 6. Any participant who is retiring or ending their employment with the District shall be allowed to donate up to ten percent (10%) of their accumulated sick leave into the sick leave bank. The employee must notify the Payroll and Benefits department in writing prior to their last day of employment of their desire to do so.

Subd. 7. Eligibility shall be jointly administered by the Superintendent or designee of ISD 192 and one (1) union representative from each unit.

Subd. 8. Eligibility decisions are not subject to the grievance process.

ARTICLE X
INSURANCE

Section 1. Health and Hospitalization Insurance: Effective July 1, 2017 through June 30, 2018, the School District shall contribute toward the premium for individual, two (2) party or family coverage of a full time Paraprofessional of the School District who qualifies for and enrolls in the School District’s group health and hospitalization Plan A up to $7,375.08 per year (614.59 per month) and for Plan B or C up to $7,600.08 ($633.34 per month). Effective July 1, 2018, the only health and hospitalization plan available to, and that the School District will make a monetary contribution toward, shall be the high deductible plan (Plan C). The school district shall contribute toward the premium for individual, two (2) party or family coverage of a full time Paraprofessional of the School District who qualifies for and enrolls in the School District’s group health and hospitalization high deductible plan (Plan C) up to $7,600.08 ($633.34 per month).

A Paraprofessional working thirty (30) hours per week shall be considered full-time for insurance purposes. Any additional cost of the premium shall be borne by the Paraprofessional and paid by payroll deductions. The School District’s contribution will cease with termination of employment.

Effective July 1, 2017, the School District shall contribute fifty dollars ($50.00) per month into a Post Retirement Health Care Reimbursement Account (HRA) to those eligible Paraprofessionals who do not carry individual, family, or two (2) party coverage. The amount is capped at four hundred and fifty dollars ($450.00) paid out over nine (9) months. Effective October 1, 2017, the School District shall contribute sixty-five dollars ($65.00) per month into a Post Retirement Health Care Reimbursement Account (HRA) to those eligible Paraprofessionals who do not carry individual, family or two (2) party coverage. The amount is capped at five hundred and eighty-five dollars ($585.00) paid out over nine (9) months. Effective January 1, 2014, reimbursement from the Post Retirement Health Care Reimbursement Account can only be made after separation from service with Independent School District #192.

A Paraprofessional who is or wishes to be covered under a spouse’s Health Care Savings Account (HSA) plan and is also enrolled under the School District’s HRA, shall have access to his/her HRA plan suspended. This change enables the Paraprofessional to preserve their eligibility under their spouse’s HSA plan. The School District shall continue to fund the Paraprofessional’s HRA in accordance with the master agreement and
eligibility requirements. The Paraprofessional will not be allowed to access their HRA account for reimbursements while it is suspended.

If the Paraprofessional is enrolled in the School District's HRA plan and wishes to suspend his/her HRA account, he/she will sign a Health Reimbursement Arrangement Plan Suspension Election/rescission of Suspension Election form. The same form will be used to rescind the suspension.

The Paraprofessional will not receive reimbursements from their HRA account for themselves, spouse or dependents for any expenses incurred while the HRA account is suspended. A Paraprofessional may not modify or revoke the agreement during the Plan Year.

Paraprofessionals enrolled in the district's high deductible health insurance plan have an option to participate in the District Health Savings Account Plan by enrolling for payroll deduction of contributions and payment of plan administrative expenses. Effective October 15, 2017 and each July 15 thereafter, active paraprofessionals who are enrolled in the high deductible health insurance plan (plan C) will receive an annual district contribution into the Health Savings Account Plan in the amount of $250. Newly hired paraprofessionals hired for an entire school year shall receive their initial contribution on or about September 15. Those hired for less than a school year who enroll in the high deductible plan will receive a pro-rated contribution.

The paraprofessional is responsible for the monthly administrative expenses of their health savings account plan with the district.

Section 2. Income Protection:

Subd. 1. The School District carries income protection group insurance. The School District will pay the entire premium for long-term disability for all full-time Paraprofessionals of the School District for income protection coverage.

Subd. 2. The members of the groups shall include all full-time employees; anyone working thirty (30) or more hours per week shall be considered a full-time employee, regardless if they are employed by the hour, week, month or year.

Subd. 3. The School District's contribution shall cease with the termination of a Paraprofessional’s employment that has completed a full school term but has resigned at the end of the term.

Section 3. The Selection of the Insurance Carrier and Policy: The selection of the insurance carrier and policy shall be made by the School Board.

Section 4. Claims Against the School District: It is understood that the School Board's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: A Paraprofessional is eligible for School District contributions as provided in this article as long as the Paraprofessional is employed by the School District. Upon termination of employment, all School District’s participation and contribution shall cease, effective on the last working day unless extended by state or federal law. However a Paraprofessional who retires at age 55 or older with
10 or more years of continuous employment in the bargaining unit may continue her/his health and/or dental insurance coverage for up to 10 years or until eligible for Medicare.

Section 6. Dental Insurance: The School District, for all full-time Paraprofessionals covered by this Agreement, shall contribute $521.30 per year, for Paraprofessionals who qualify for and are enrolled in the School District group dental plan. Any additional costs of the premium shall be borne by the Paraprofessional and paid by payroll deduction.

Section 7. Life Insurance: The School District will contribute the premium for $75,000 of term life insurance coverage for each full-time Paraprofessional employed by the School District who qualifies for and is enrolled in the School District's group term life insurance plan.

ARTICLE XI
DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: A Paraprofessional, under the provisions of this Agreement, shall serve a probationary period of six (6) months of continuous employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such Paraprofessional. Upon satisfactory completion of the probationary period, the Paraprofessional shall be entitled to seniority standing from their most recent date of hire by the School District.

Section 2. Probationary Period, Change of Classification: A Paraprofessional transferred or promoted to a different position shall serve a new probationary period of 30 calendar days in any such new classification. During this 30-day probationary period, if it is determined by the School District that the Paraprofessional's performance in the new classification is unsatisfactory, the School District shall have the right to re-assign the Paraprofessional to his/her former position.

Section 3. Completion of Probationary Period: A Paraprofessional who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause by the School District.

Section 4. Progressive Discipline:

Subd. 1. Just Cause: Disciplinary action may be imposed upon a Paraprofessional only for just cause.

Subd. 2. Grievance Procedure: Any unjust disciplinary action which is claimed to have been imposed upon a Paraprofessional who chooses to contest the action taken must process the action through the grievance procedure set forth in Article XVI.

Subd. 3. Paraprofessionals will be informed prior to a disciplinary meeting that the meeting is part of the formal disciplinary process and they may request Union representation if they desire.

Subd. 4. Oral Reprimands: An oral reprimand shall not become part of a Paraprofessional's personnel record.

Subd. 5. Written Reprimand: When any disciplinary action more severe than an oral reprimand is intended, the Superintendent or designee shall, before or at the time of such action is taken, notify the
employee in writing of the specified reason(s), for such action, with a copy of the Exclusive Representative's office with the Paraprofessional's permission.

**Subd. 6. Copy of Record:** Each Paraprofessional shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office record and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the Paraprofessional.

**ARTICLE XII**

**JURY DUTY**

Paraprofessionals called and selected for jury duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as jurors, excluding mileage.

**ARTICLE XIII**

**SENIORITY**

**Section 1. Definitions:**

Unit seniority shall be defined as the length of continuous employment with the School District in a position covered by this agreement.

**Subd. 1. Full-time/Part-Time Seniority:** Full-time seniority shall be defined as seniority for Paraprofessionals who work 30 hours or more per week. Part-time seniority shall be defined as seniority for Paraprofessionals who work less than 30 hours per week.

**Subd. 2. Determining Seniority:** A Paraprofessional will acquire seniority after successfully completing the probationary period as stated in Article XI, Section 1 and Section 2. Upon completion of probation, seniority will be credited back to the original date of hire

a) In cases where Paraprofessionals have the same hire date, seniority will be determined by their social security numbers. Seniority will be based on the highest of the last three digits of the social security number for those Paraprofessionals.

b) Hire date for seniority purposes will be the first day of work and not the day a work offer is extended and accepted.

c) Seniority dates as determined prior to August 1, 2009, where a coin toss was previously used and noted will remain as agreed upon. (See Letter of Agreement #2)

**Subd. 3. Termination of Seniority:** Paraprofessionals' seniority will terminate under the following conditions: voluntary quits, discharge for just cause, failure to respond to an appropriately delivered recall notice within a given time, or failure to return to work on the start date of an accepted recall position.

**Subd. 4. Seniority List:** The School District will maintain a seniority list. This list will be published annually by October 15th. A Paraprofessional may appeal in writing their seniority listing until November 1st of the school year. After that date the annual seniority list shall be fixed and will not be subject to appeal or grievance. A timely appeal may be grieved pursuant to Article XVI of this Agreement.
Subd. 5. Temporary Paraprofessionals to Replace a Paraprofessional on a School Board Approved Leave of Absence: Employees who meet the requirements of Article III, Section 2 who are hired to replace a Paraprofessional on a School Board approved leave of absence shall be referred to as Temporary Paraprofessional. Such employees shall be subject to all provisions of the contract as are regular Paraprofessionals except as described in Article XIII Section 2, Subd. 5.

Section 2. Workforce Reduction and Recall:

Subd. 1 Classifications for the Purpose of Workforce Reduction: The following classifications will be used when determining workforce reduction:

Classroom Assistants: (Kindergarten, ESL and Structured Learning Center/In-School Suspension).

Special Education Assistants: ECSE.

Special Education Assistants, Grades K-5.

Special Education Assistants, Grades 6-8 including extended campus EBD.

Special Education Assistants, Grades 9-12.

Media/Technology, Accompanist Assistants.

Supervisory Assistants: (Lunchroom, Hall Supervisor, Detention and Parking Lot Attendant).

Subd. 2. Layoff and Bumping: The Paraprofessional with the least seniority in the classification of which the reduction in hours occurs or the position is eliminated shall be considered for layoff. In the event of layoff, the School District will notify the Paraprofessional(s) affected and the Union Representative as soon as possible. The Paraprofessional affected by the layoff will be given a minimum of fourteen (14) calendar days written notice of layoff.

Subd. 3. Notice of Reduction of Hours: When the hours of a position are to be reduced from full-time to part-time status, or by five or more hours per week, or equal to or less than 10.5 hours per week, Human Resources will provide the affected Paraprofessional(s) advanced written notice of not less than fourteen (14) calendar days.

Subd. 4. Paraprofessional’s Rights: Paraprofessionals receiving written notice of reduction of workforce may elect to accept the reduction of hours, or treat the reduction of hours as a layoff notice. The Paraprofessional must make their decision within seven (7) calendar days and notify the Human Resources Department of their decision in writing.

Subd. 5. Temporary/Positions to Replace a Paraprofessional on a School Board Approved Leave of Absence:

- If the temporary Paraprofessional has completed his/her six (6) month probationary period at the time when the regular Paraprofessional on a School Board approved leave of absence returns to work, the temporary Paraprofessional will be treated as if he/she has been bumped and will
have rights in accordance with Article XIII, Section 3 with a seniority date from the first date in this temporary position.

- If the regular Paraprofessional on a School Board approved leave of absence resigns or is terminated without returning from leave and the temporary Paraprofessional has completed his/her six (6) month probationary period, the position will be posted in accordance with Article XIV Section 1.
  
  - If the temporary Paraprofessional applies and is awarded the position, he/she will maintain a seniority date from the first date in this temporary position.
  - If the temporary Paraprofessional applies and is not awarded the position, he/she will be treated as if she has been bumped and will have rights in accordance with Article XIII, Section 3 with a seniority date from the first date in this temporary position.
  - If the temporary Paraprofessional does not apply for the position, he/she will be terminated without recall rights.

- If the temporary Paraprofessional has not completed his/her six (6) month probationary period at the time either any of the preceding events occur, the Paraprofessional will be terminated unless he/she applies for and is awarded the regular position.

Subd. 6. Replacement Rights: If an affected Paraprofessional chooses to treat the reduction of hours as layoff notice, the Paraprofessional shall have replacement rights. In determining replacement rights, the first priority is to preserve the affected Paraprofessional’s number of hours, the second priority is to preserve, if possible, the affected Educational Assistant’s job classification. Therefore, the affected Paraprofessional shall have the right to:

a. be placed into an existing position that is vacant with the same or fewer number of hours,

b. replace the least senior person in the same classification with the same or next fewer number of hours,

or

c. replace the least senior person in another classification with the same or next fewest number of hours.

The affected Paraprofessional may only choose option (b or c) when that choice would result in a greater number of hours than option (a) not to exceed the Paraprofessional’s current number of hours or would allow the Paraprofessional to remain in the same job classification from which he/she was laid off or reduced, and the affected Paraprofessional has the qualifications to perform the duties and responsibilities of the job. The affected Paraprofessional may only choose option (c) when that choice would result in a greater number of hours than option (b) not to exceed the Paraprofessional’s current number of hours, and the affected Paraprofessional has the qualifications to perform the duties and responsibilities of the job. The affected Paraprofessional shall have seven (7) calendar days to accept or reject the identified bump and shall notify human resources of their decision in writing.

* A position that is newly created is not considered vacant for replacement purposes and must be posted in accordance with provisions of Article XIV, Section 1.

Section 3. Seniority and Recall Rights When Laid Off or Hours Reduced: A Paraprofessional whose position is eliminated or has been replaced will have the right to voluntarily accept the layoff status and retain their seniority rights for two (2) calendar years. A Paraprofessional who rejects a position with the same number of hours as previously held may remain on the layoff list for a period of 2 years; however, the Paraprofessional
will not be recalled to future positions but may apply for any posted position. Once a position has been accepted, the Paraprofessional will be removed from the layoff list.

Subd. 1. Notice of Recall: Notice of recall shall be mailed by certified mail, return receipt requested, to the last known address of the employee recalled or by other means that verifies receipt of notice by the employee. Response to the notice of recall shall be made to Human Resources in writing within seven (7) calendar days after the date of receipt of such notice. Paraprofessionals failing to respond within seven (7) days of receipt of recall notice or who fail to report for work, shall waive any right to re-employment and shall be removed from the recall list. Paraprofessionals will have not less than fourteen (14) days notice to report for work.”

Section 4. Reduction of Hours: In the event a full-time position is reduced in hours, the incumbent full-time Paraprofessional may elect (1) to remain in the reduced position or (2) to bump the least senior Paraprofessional on their classification seniority list as outlined in this Article. The School District shall have no obligation to post the reduced position. In the event a part-time position is increased to a full-time position, the School District shall post the position pursuant to Article XIII of this Agreement. The incumbent in the increased position may apply for the position. If the incumbent does not apply or is not awarded the position, he/she can exercise his/her bumping rights or be placed on the recall list pursuant to this Article.

ARTICLE XIV
VACANCIES AND JOB POSTING

Section 1. Posting of Vacancies:

Subd. 1. Posting: New, vacant, or temporary positions within the classifications involved and of more than thirty (30) days of duration will be posted for a period of six (6) business days. Posting may be accomplished by sending an e-mail to the work e-mail address of Paraprofessionals and advertising on the school district web page or by other agreed upon measures. Paraprofessionals who have completed a probationary period in their current position may apply for any posted, open position. The most senior, qualified Paraprofessional who applies for the position will be awarded the position. Qualifications are delineated on the job description/posting and shall also include considerations of formal written discipline administered or evaluations completed and signed by an administrator in the last 2 years. Lack of an evaluation shall not be interpreted as non-qualified.

When hours of a position are increased by more than one (1) hour a day, or more than five (5) hours per week, or changed from part-time status to full-time status, or changed from temporary to permanent status it will constitute a new position for purposes of bidding. An addition of more than one (1) hour per day or more than five (5) hours per week may only be done once to an original job posting. Adding more than one (1) hour per day or five (5) hours per week a second time to the original posting constitutes a new position and the position must be reposted.

Subd. 2. Posting Information: All postings will include the classification, hours per day or week, start and end dates if considered a temporary position, building, qualifications needed and primary duties. Once the position has been awarded and accepted, the Union Steward(s) will be notified of the successful bidder.
Subd. 3. Additional Hours: When additional hours of work are available, the position will be posted in accordance with this Article.

Subd. 4. Notifications of all postings will be forwarded to all Union Stewards.

ARTICLE XV
TRANSFER

Section 1: Administrative Transfer

Subd. 1. Transfer: The School District may transfer Paraprofessionals due to temporary organizational changes, physical or mental inability to perform assigned duties, or breach in the work relationship between the Paraprofessional and a teacher, student, principal or co-worker. The transfer shall be based upon application of inverse seniority, subject to the requirement of Article XIII, Subd. 3 – Classifications.

Subd. 2. When an administrative transfer is necessary, the School District representative will discuss the reason(s) for the transfer with the Union and the Paraprofessional and provide the reasons in writing. Transfers may only be used for cause and will not be done arbitrarily or capriciously. The School District will provide the Paraprofessional and the Union with a list of similar positions (hours, type of work and location) to which the Paraprofessional may transfer. Paraprofessionals who occupy such listed positions shall, by seniority order have the right to voluntarily exchange positions with the transferring employee. An attempt will be made to reach a voluntary exchange. If there are no volunteers for an exchange within five (5) working days of notification, the least senior Paraprofessional shall be required to make the exchange.

Section 2. The School District and the Union agree to meet and negotiate during the term of the agreement to develop a process and procedures to be followed when Paraprofessionals are displaced from other buildings as a result of reorganization of programs within the School District, the staffing of programs in a new building or the creation of new services provided to students in the School District that results in new positions. The agreed upon process and procedures will be attached as a Letter of Agreement to this contract.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subdivision 1.

Section 2. Representative: The exclusive representative or School District may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by this contract.
Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District’s representative, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date 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. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's representative.

Section 5. Adjustment of Grievances: The School District and the exclusive representative shall attempt to adjust all grievances which may arise during the course of employment of any Paraprofessional with the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District representative shall give a written decision on the grievance to the parties involved within eight days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the 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 his designee shall set a time to meet regarding the grievance within ten days after receipt of the appeal. Within five days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. Mediation – Option by Mutual Agreement: The parties may call for mediation of the dispute by a mediator mutually agreed upon from the office of the Bureau of Mediation Services. A recommendation for settlement of the dispute by the mediator shall not be final and binding upon either party unless mutually agreed.

Section 6. School Board Review: 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 to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Paraprofessional may appeal it to the next level.
Section 8. Arbitration Procedures: In the event that the Exclusive Representative and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten days following the decision in Level II of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Within ten (10) days of the service of written notice of intent to arbitrate, the employer’s Office of Superintendent or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties shall alternately strike names from a list of seven (7) names to be provided by the Bureau until only one (1) name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one (1) party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy of the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three (3) days of service of the notice of refusal or failure to strike names, the Bureau shall designate one (1) name from the list previously provided to the parties and the person so designated by the Bureau shall have full power to act as the arbitrator of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (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; subject, however, to the limitations of arbitrator decisions as provided by in the P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party’s representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agreed are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance
and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

ARTICLE XVII
TAX SHELTERED ANNUITIES

Section 1. The School Board shall by resolution permit Paraprofessionals to request the School District to purchase annuities for the Paraprofessionals with a Paraprofessional's designated portion of the Paraprofessional's salary, which shall be deducted by the payroll officers of the School District and paid by the School District to an approved insurance company of the Paraprofessional's choice.

Section 2. Tax Deferred Matching Contribution Plan. Effective July 1, 2005, in accordance with applicable state and federal laws, rules and regulations, each Paraprofessional in this plan will be eligible for a matching contribution by the School District to a 403(b) Tax Sheltered Annuity according to the schedule in Subd. 2 below.

Subd. 1. Each year by October 1, full-time Paraprofessionals who have been employed by the School District full or part-time for four or more years shall be eligible to complete and file a salary deduction authorization for their annual contribution to the School District's Matching 403(b) Tax Sheltered Annuity Program. In a year in which a Paraprofessional makes no contribution, the School District shall likewise make no contribution to that Paraprofessional’s account.

Subd. 2. The School District will match eligible Paraprofessional’s contributions to a 403(b) Tax Sheltered Annuity according to the following schedule:

<table>
<thead>
<tr>
<th>Current Year of Paraprofessionals Employment</th>
<th>Annual Maximum School District Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-2018 School Year</td>
<td>2018-2019 School Year</td>
</tr>
<tr>
<td>0-4th Year</td>
<td>No Contribution</td>
</tr>
<tr>
<td>5th - 7th Year</td>
<td>$425.00</td>
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<tr>
<td>8th-16th Year</td>
<td>$450.00</td>
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<tr>
<td>17th-26th Year</td>
<td>$475.00</td>
</tr>
<tr>
<td>27th Year or more</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td>$525.00</td>
</tr>
</tbody>
</table>

Subd. 3. Paraprofessionals on leave for one (1) or more years may not participate in the tax sheltered annuity while on leave.”

ARTICLE XVIII
GENERAL
Section 1. Union Meetings: Union meetings may be held on School District premises upon approval of the School District representative at a time when they will disrupt the routine as little as possible.

Section 2. Union Stewards: The Union will designate in writing Stewards for the handling of union business. The Steward(s) attendance at meetings at the request of the School District during normal scheduled working hours of the Steward(s) will be considered time worked. The Steward(s) will be compensated at their normal rate of pay.

Section 3. Communication: The School District shall provide reasonable bulletin board space in each building for use by the Union for union business as defined by the Union, in areas not normally accessible to students. The Union may use the District mail and email service for communications regarding union business as defined by the Union provided sent mail is distributed by the Union.

ARTICLE IX
DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the International Union of Operating Engineers, Local No. 70, representing the Paraprofessional employees of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed upon by both parties.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any provision under any circumstance 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:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70 AFL-CIO

[Signatures]

Business Manager/Financial Secretary

Julie Hoekly

Business Representative

[Signature]

President

Linda Powers

Corresponding Recording Secretary

[Signature]

Steward and/or Negotiating Team Member

[Signature]

Steward and/or Negotiating Team Member

[Signature]

Steward and/or Negotiating Team Member

[Signature]

Steward and/or Negotiating Team Member

[Signature]

Steward and/or Negotiating Team Member

Dated this ___th day of September 2017.  Dated this ___th day of September 2017.

INDEPENDENT SCHOOL DISTRICT #192
FARMINGTON, MINNESOTA

[Signatures]

Chairperson

[Signature]

Clerk
LETTER OF AGREEMENT #1

The School Board of Independent School District 192, Farmington, Minnesota, hereinafter referred to as the School District, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union and together known as the Parties agree to the following:

Should the federal (i.e. NCLB or IDEA) or state law alter job requirements for Paraprofessionals, the School District will meet with the Union in developing a plan to implement these requirements.

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

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70 AFL-CIO

David B. Mena
Business Manager/Financial Secretary

Julie Weckly
Business Representative

INDEPENDENT SCHOOL DISTRICT #192
FARMINGTON, MINNESOTA

Chairperson

Clerk

President

Corresponding Recording Secretary

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

Dated this 11th day of September 2017. Dated this 11th day of September 2017.
LETTER OF AGREEMENT #2

School District 192 and the International Union of Operating Engineers, Local 70, AFL-CIO representing the Paraprofessionals of the school district, agree to the following:

In the spring of 2009, during relocations of programs and Paraprofessionals, a coin toss was used to determine seniority status for the following three (3) individuals with the same hire date for future reference in accordance with ARTICLE XIII-Seniority, Section 1, Subd.4.
1. Danelle Pietsch
2. Rebecca Wagenknecht
3. Rebecca Hofacker

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70 AFL-CIO

David B. Maun
Business Manager/Financial Secretary

Julie Meley
Business Representative

President

Linda Powers

Corresponding Recording Secretary

INDEPENDENT SCHOOL DISTRICT #192
FARMINGTON, MINNESOTA

[Signature]
Chairperson

[Signature]
Clerk

Steward and/or Negotiating Team Member

Kim Stedt

Steward and/or Negotiating Team Member

Kristin B. Hagen

Steward and/or Negotiating Team Member

Marlene Donnelly

Steward and/or Negotiating Team Member

Dated this 11th day of September 2017. Dated this 11th day of September 2017.
LETTER OF AGREEMENT #3

The International Union of Operating Engineers, Local No. 70 (Paraprofessionals) and Independent School District #192, agree, effective upon full ratification of this 2011-2013 contract, to end the past practice wherein employees who otherwise meet the definition of Paraprofessionals in Article III, Section 2 and were hired into positions that were posted as "temporary" due to uncertain or one-year funding purposes only were not afforded seniority, layoff and replacement rights. Employees in such positions during the 2011-2012 fiscal year and beyond shall be afforded all rights in accordance with the written, agreed upon contract.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70 AFL-CIO

Dwight D. Mann
Business Manager/Financial Secretary

Julie Meckley
Business Representative

Chairperson

INDEPENDENT SCHOOL DISTRICT #192
FARMINGTON, MINNESOTA

Julie Meckley
Business Manager/Financial Secretary

James E. Clark
Chairperson

Linda Powers
Corresponding Recording Secretary

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

Dated this 11th day of September 2017.  Dated this 11th day of September 2017.
LETTER OF AGREEMENT #4

The International Union of Operating Engineers, Local No. 70 (Paraprofessionals) and Independent School District #192, agree to provide 2.5 hours of training in the 2017-2018 and 2018-2019 fiscal year. Such training will be coordinated by district/building administrators and will be conducted during workshop week. In addition, for the 2017-2018 and 2018-2019 school years, Paraprofessionals will be able to work up to 2.5 hours preparing themselves during workshop week for their next assignment/students as scheduled with the Paraprofessional, the building administrator and supervising teacher.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70 AFL-CIO

Business Manager/Financial Secretary

Business Representative

President

Corresponding Recording Secretary

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

Steward and/or Negotiating Team Member

INDEPENDENT SCHOOL DISTRICT #192
FARMINGTON, MINNESOTA

Chairperson

Clerk

Dated this 11th day of September 2017. Dated this 11th day of September 2017.
LETTER OF AGREEMENT #5
ADVISORY COMMITTEE

This Agreement is entered into by and between the International Union of Operating Engineers, Local No. 70, (Paraprofessionals), and Independent School District 192.

The Paraprofessionals and Independent School District 192 recognize the essential role regular communication plays in the establishment and maintenance of good employer-employee relationships. In order to best serve the students of the Farmington Area Public Schools, the parties agree to establish an advisory committee that will meet two (2) times per school year (or as needed) to meet and confer for the purpose of collaboratively addressing concerns and discuss workplace issues. Such meetings will be scheduled at mutually agreeable times outside the school day. The committee will consider the input of representatives in order to seek positive resolution when possible. Each party will name up to four (4) representatives to the committee. Other representatives may attend as topics and needs arise.

This memorandum of understanding expires on June 30, 2019 unless an extension is mutually agreed to by both parties.

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL NO. 70 AFL-CIO

[Signatures]
Business Manager/Financial Secretary
Business Representative
President
Corresponding Recording Secretary
Steward and/or Negotiating Team Member
Steward and/or Negotiating Team Member
Steward and/or Negotiating Team Member

INDEPENDENT SCHOOL DISTRICT #192
FARMINGTON, MINNESOTA

[Signatures]
Chairperson
Clerk

27
Steward and/or Negotiating Team Member

Dated this 11th day of September 2017. Dated this 11th day of September 2017.