

**MACCRAY ISD 2180
Clara City, MN 56222
MACCRAY Board Room
Monday, April 15, 2024
6:00 pm**

TENTATIVE AGENDA

Policy 206 – Individual speakers will have three minutes to speak to the board and may do so only during the public comment portion of the meeting. Comments involving data privacy, personal attacks on others, or that may be considered libelous or slanderous, or are initiated after the public comment period, are unacceptable. The board will take no action at the same meeting on an item raised by the public at that meeting to allow for further investigation.

- 1.0 Call to Order
- 2.0 Pledge of Allegiance
- 3.0 Approval of the Agenda/Additions/Deletions
- 4.0 Public Comment -none
- 5.0 Consent Agenda
 - 5.1 Approve Paraprofessional Terms and Conditions.
- 6.0 Upcoming Meetings
 - 6.1 Regular Board Meeting, Monday, May 13, MACCRAY Board Room, 6pm
 - 6.2 Regular Board Meeting, Monday, June 10, MACCRAY Board Room, 6pm
 - 6.3 Regular Board Meeting, Monday, July 8, MACCRAY Board Room, 6pm
- 7.0 Adjournment



MACCRAY Public Schools

ISD 2180 Maynard – Clara City - Raymond

**MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2023 – JUNE 30, 2025**

**PARAPROFESSIONALS
ARTICLE I
PURPOSE**

The Terms and Conditions of Employment is entered into between Independent School District No. 2180, Clara City, Minnesota, hereinafter referred to as the School District, and the Instructional Assistants, hereinafter referred to as the Paraprofessionals, who agrees to perform the duties as Paraprofessionals for the School District.

**ARTICLE II
DUTIES**

The Paraprofessionals shall perform administrative support work assisting classroom teachers with the preparation and setting up of classroom and learning materials, and related work as apparent or assigned by the School District and shall serve under the direction of the Special Education Teacher, Special Education Coordinator, Title Teacher, ML Teacher, Principal and Superintendent. The Paraprofessionals shall perform all duties incident to the position of Paraprofessional and such other duties as may be prescribed by the Special Education Teacher, Special Education Coordinator, Title Teacher, ML Teacher, Principal and Superintendent, and School Board from time to time. The Paraprofessionals shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District.

**ARTICLE III
DISTRICT RIGHTS AND RESPONSIBILITIES**

Section 1. Inherent Managerial Rights:

The PARAPROFESSIONALS recognize that the 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 DISTRICT, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. School Board Responsibilities:

The PARAPROFESSIONALS recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the DISTRICT within its legal limitations.

The PARAPROFESSIONALS recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The PARAPROFESSIONALS also recognize the right of the DISTRICT or its' duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the DISTRICT insofar as such rules, regulations, directives, and orders are not inconsistent with the Terms and Conditions of Employment.

Section 3. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the DISTRICT.

**ARTICLE IV
EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the 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.

**ARTICLE V
DUTY YEAR AND LEAVES OF ABSENCE**

Section 1. Basic Work Week: The Paraprofessionals weekly hours for July 1, 2023 through June 30, 2025 shall be 32-40 hours. Overtime hours will be recognized as needed depending on the school week and other activities. The Paraprofessionals shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.

Subd. 1, Paraprofessionals will be provided a reasonable break in the morning and/or a reasonable break in the afternoon. Such breaks will be no longer than 10-15 minutes. Breaks should be taken at a time suggested by the supervisor and it is understood that situations may arise that prevent the employee from taking a break.

Subd. 2, The DISTRICT reserves the management right to schedule work times and lunch periods/breaks. Lunch time scheduled for 30 minutes or more will be without pay. Employees called back to duty while on a scheduled, unpaid lunch time will be paid for the entire 30 minutes. Employees should only return to work if called back due to an emergency.

Section 2. Shifts and Starting Time:

All employees will be assigned starting time and shifts as determined by the DISTRICT. Starting times will remain consistent unless changed by the immediate supervisor.

Section 3. School Closing:

In the event that school is officially closed prior to the Paraprofessionals starting time, and the Paraprofessional is not required to report to work by his/her immediate supervisor, he/she will receive no compensation for that day. Should school be officially closed after the Paraprofessional's regular starting time and the Paraprofessional has reported to work or school is delayed he/she will be compensated for his/her regular full day's work.

Section 4. Sick Leave: The Paraprofessionals shall earn paid sick leave in combination with ESST at the rate of **ten (10)** days per year (**80** hrs) and earned sick leave may accumulate to a maximum of sixty three (63) days (504 hrs).

Subd. 1. The DISTRICT may require a Paraprofessional to furnish a medical certificate from the DISTRICT health officer or from a qualified physician as evidence of illness indicating such absence is due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the Paraprofessional will be so advised.

Subd. 2: Sick leave allowed shall be deducted from the accrued sick leave days earned by the Paraprofessional.

Subd. 3: In the case of illness in the Paraprofessional's immediate family, sick leave may be used as in the case of the Paraprofessional's personal illness. For this purpose, "immediate family," includes spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the Paraprofessional or other significant personal relationship.

Section 4B: Earned Safe and Sick Time (ESST):

Subd. 1. 48 hours of ESST will be accrued annually in combination with Sick Leave.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

Section 5. Personal Leave:

Personal leave day is defined as paid leave with no discretion from the District. Personal days are not to be taken the day before or the day after a holiday, or at the beginning or ending of the school year.

Subd. 1. The Paraprofessionals shall be granted one (1) day of personal leave each year with no loss of pay, accumulative to two (2) days, for situations that arise requiring the Paraprofessional's personal attention which can-not be attended to when school is not in session.

Subd. 2, Paraprofessionals shall be granted one (1) day of sick leave to use as an additional personal day upon notification by the Paraprofessional. Paraprofessionals may request this one (1) additional personal

day from their accumulated sick leave once the accumulated personal leave has been used. Maximum of 3 personal days in a year.

Section 6. Child Care Leave:

Child care leave without pay may be granted upon a written request by the Paraprofessional with the extent of leave to be mutually agreed upon by the employee and the School Board. Upon return from such leave, the Paraprofessional shall be placed at the same position at the same salary and shall maintain the same fringe benefits as he/she would have accrued had he/she worked in the DISTRICT during such period unless previously discharged or laid off.

Section 7. Extended Leave:

A Paraprofessional may be granted an extended leave without pay for a period of time mutually agreed upon. The Paraprofessional may continue his/her group insurance at his/her own expense during the time of the extended leave. The time during the extended leave will not apply to the seniority accumulation.

Section 8. Holiday and Vacation:

Subd. 1, The Paraprofessionals shall receive the following paid holidays:
Thanksgiving, Christmas Day, New Year's Eve, and Good Friday.

Section 9. Bereavement:

Subd. 1, The Paraprofessionals will be allowed five (5) days of bereavement leave in case of a death of a spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the employee or other significant personal relationship per crisis. Additional time requests may come from accumulated sick leave as requested and approved by the Superintendent. All accumulated leaves must be used prior to leaves without pay.

Subd. 2, Bereavement leave in the case of death in the family will be at the discretion of the School District.

Section 10. Jury Service:

A Paraprofessional who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 11. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 12. Professional Leave:

The Paraprofessionals will be allowed to attend the meetings and workshops per District Staff Development Policy and Procedures.

**ARTICLE VI
HEALTH BENEFIT**

Section 1. Eligibility:

The District's Health Insurance is available to any Paraprofessional working 25 hours or more per week. The contribution is at the level of the Terms and Conditions of Employment (\$0).

ARTICLE VII COMPENSATION

Section 1. Hourly Wage and Overtime:

Subd. 1, The Base hourly wage for new Paraprofessionals hired from July 1, 2023 through June 30, 2024 will be \$16.25/hour and \$17.25/hour from July 1, 2024 through June 30, 2025. The Paraprofessionals shall be paid an hourly wage increase of \$2.00/hour from July 1, 2023 through June 30, 2024 and \$1.00/hour from July 1, 2023 through June 30, 2025. In addition to the base salary, overtime will be allowed with advance permission from the Building Principal or Superintendent of Schools.

SECTION 2. Mileage:

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate.

ARTICLE VII OTHER PROVISIONS

Section 1. Highly Qualified:

Subd. 1, Paraprofessionals working in school-wide Title 1 school, including paraprofessionals supporting students receiving special education services in those schools, must meet the requirements to be highly qualified. Paraprofessionals that are hired without this designation must complete the requirements within 6 months from the date of hire. Paraprofessionals who are currently employed as a Paraprofessional will have six (6) months from the date of ratification of the Terms and Conditions of Employment to complete the requirements. Requirements of Highly Qualified are 2 years of post-secondary schooling or passing score on the ParaPro Test.

Section 2. Supervision:

Subd. 1, Paraprofessionals may be assigned to supervise playground, cafeteria, bus loading zones, and classrooms. Paraprofessionals will be compensated at their regular rate of pay for all hours worked.

Section 3. District Sites:

Subd. 1, Paraprofessionals may be assigned to any of the schools within the District at any time as determined by administration.

Section 4. Type III Transportation:

Subd. 1, Paraprofessionals hired after May 31, 2015 may be required to transport students using school vehicles. Paraprofessionals must complete the written Type III Driver Training and the Behind the Wheel portion as needed. Paraprofessionals will be compensated at their regular rate of pay for all hours worked.

Section 5. E-Learning Days

Subd. 1. Paraprofessionals will have the opportunity to complete preplanned school related work on E-Learning Days or do distance learning para work as directed by the supervising teachers and/or principals.

ARTICLE VIII

**DURATION, SUBSEQUENT TERMS AND CONDITIONS, EXPIRATION, TERMINATION
DURING THE TERM,
AND MUTUAL CONSENT**

Section 1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2023, and end on June 30, 2025. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Paraprofessionals or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by Paraprofessionals:

The Paraprofessionals shall provide written notice to the Superintendent calling to the Superintendent's attention the notice requirements as contained in this section not less than ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the Paraprofessionals as to the School Board's intent to enter into a new Terms and Conditions of Employment.

Section 3. Expiration:

The Terms and Conditions of Employment shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Paraprofessionals shall cease, unless a subsequent Terms and Conditions of Employment is entered into by the parties. In the event the parties fail to follow the time lines as provided in the Terms and Conditions of Employment, the Paraprofessionals employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Terms and Conditions of Employment with the Paraprofessionals or until the School Board provides fifteen (15) calendar days of written notice of the termination of a Paraprofessionals employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the Paraprofessionals for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the Paraprofessional and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. If the District proposes to terminate a Paraprofessional during the term of the Terms and Conditions of Employment for cause it shall notify the Paraprofessional in writing of the proposed grounds for termination.

Section 5. Mutual Consent:

The Terms and Conditions of Employment may be terminated at any time by mutual consent of the School Board and a Paraprofessional.

**ARTICLE IX
SEVERABILITY**

The provisions of the Terms and Conditions of Employment shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Terms and Conditions of Employment or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed
My signature this _____ day of _____, 20____.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of _____, 20____.

Paraprofessional

School Board Chair

School Board Clerk