

**MINNESOTA VALLEY EDUCATION DISTRICT
ADMINISTRATIVE RULES AND REGULATIONS FOR
MINNESOTA VALLEY EDUCATION DISTRICT PARAEDUCATORS
2023-2025**

For the purposes of these rules and regulations, a Paraeducator employed by the Minnesota Valley Education District for seven (7) or more hours daily shall be deemed a full-time employee. A Paraeducator employed for fewer than seven (7) hours daily shall be deemed a part-time employee.

HOURS/SALARY PAYMENT

The rate of pay shall be the established hourly rate and applied to the hours of regular duty, without provision for vacation or holiday. In the event of emergency or other cause for school closing, regular working hours shall be maintained unless otherwise directed by the Director, and if so excused for such cause, there shall be no loss of pay. Paraeducators can elect to be paid in eighteen (18) or twenty-four (24) payments. A one-time stipend (\$150) for completion with a passing score on CPI Training and ParaPro Test will be paid to each Paraeducator.

Section 1. Initial Placement on Salary Schedule

1. The total number of years of experience germane to a paraeducator's position following applicable degree and educational placement will determine step and lane placement on the salary schedule.

Section 2. Emergency Closing/Late Start

In the event of an emergency, or other cause of school closing, the paraeducator shall not report to work. In the event of a late start, the paraeducator shall work the extra duties and student-contact hours applicable to the "late-start" school day. In the event of an early dismissal, the paraeducator shall work the extra duties and student-contact hours applicable to the "early dismissal". On late-start and early-dismissal days the paraeducator will be paid for their regular number of contracted hours. In the case of school being closed for the entire day, and the district using flex days for the entire day, the paraeducator will not be required to make up the first two days of emergency closing provided that the day(s) are not rescheduled. In the event of any additional entire day emergency closings or flex days, the paraeducator will have three options:

1. Not making up the day, resulting in loss of pay;

2. Making up the day at a time that is mutually agreeable to the paraeducator and the paraeducator's immediate supervisor. Documentation that the day has been made up must be provided to the District Office by June 15 of each year;
3. Using "banked time" earned by attending pre-approved professional development outside of the regular work schedule. Pre-approval requires the approval of the paraeducator's immediate supervisor. The maximum amount of allowable banked time is equal to two days of work time. In the event that there are no more than two days of emergency closing, and the paraeducator has accumulated pre-approved banked time, there will not be any form of compensation payment, or carry-over of time provided to the paraeducator.

LEAVES OF ABSENCE

Section 1. Sick Leave

1. Approved sick leave as provided in this section shall be with pay.
2. A full-time Paraeducator employed for seven (7) or more hours per day shall earn sick leave at the rate of one (1) day for each month of employment in the school district. A part-time Paraeducator employed for less than seven (7) hours per day shall earn sick leave at the rate of one (1) working day, which is equal to the number of hours worked in a day, for each month of employment in the school district. Sick leave shall accumulate to one hundred fifty (150) working days. Earned sick leave shall be credited to the paraeducator's sick leave bank on the date of the first paycheck in each month.
3. The Director may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved for the School Board.
4. In the event that a medical certificate will be required, the employee will be so advised.
5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.
6. Sick leave pay shall be approved only upon submission of a request on the employee absence management system.
7. Sick leave with pay shall be allowed by MVED whenever a Paraeducator's absence is due to any type of illness, including illness or disability caused or contributed to by pregnancy or childbirth, which prevented the attendance at school and performance of duties on that day or days.

8. A Paraprofessional may use sick leave to cover absences necessitated by the illness or disability of a child, spouse, or others as allowed by state or federal law. Such leave shall be deducted from accumulated sick leave.
9. Sick leave may be taken in increments of .25 day, .5 day, or .75 day.

Section 2. Serious Illness or Death Leave

1. A Paraeducator may be granted six (6) days of non-accumulative serious illness or death leave annually which may be used for serious illness or death in the immediate family. The immediate family shall include: spouse, father, mother, brother, sister, children, grandparents, grandparents-in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any other relative or non-relative living in the household with the employee. Three (3) of the six (6) days may be used for extended family or special friend. In the event of a second death in the immediate family, additional leave may be granted at the discretion of the Director.

Section 3. Special Leave

1. A leave of absence without pay for personal reasons may be granted by the Director.

Section 4. Workers' Compensation

1. Upon the request of a Paraeducator who is absent from work as a result of any injury incurred in the service of MVED covered under the provisions of the Workers' Compensation Act, MVED will pay the difference between the compensation received by the employee, pursuant to the Workers' Compensation Act, and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.
2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the prorated portion of days of sick leave time that is used to supplement Workers' Compensation.
3. Such payment shall be paid by MVED to the employee only during the period of disability.
4. In no event shall the additional compensation pay to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pay pursuant to this policy shall submit the Workers' Compensation check, endorsed to MVED, prior to receiving payment from MVED for the absence.

Section 5. Maternity Leave

1. A Paraeducator who is pregnant may use sick leave for that period of time allowed under the Family and Medical Leave Act. Any sick leave under this section is limited to earned sick leave accrued by the Paraeducator at the time of taking the leave.
2. A Paraeducator who is pregnant may take an extended maternity leave of absence provided she follows the procedures herein set forth.
3. Failure to comply with provisions of this section shall constitute grounds for denying a maternity leave and under such circumstances the Paraeducator's employment shall be terminated by the School Board.
4. A Paraeducator who is pregnant shall either submit a written resignation or request a leave of absence in writing, subject to the provisions of this section.
5. A Paraeducator making an application for childcare leave shall inform the Director in writing of the intention to take the leave at least two (2) calendar months before the commencement of the intended leave. In the event of an emergency, the two (2) month written notice may be waived.
6. The Paraeducator shall submit a written request to the Director for a maternity leave including commencement date and return date or, if the Paraeducator so elects, a written resignation pursuant to the dates recommended by the Director under Number 7 hereof.
7. The effective beginning date of such leave and its duration, or resignation if the Paraeducator so elects, shall be submitted by the Director to the School Board for its action. In recommending the date of commencement and duration of the leave or the effective date of the resignation, the Director shall review each case on its individual merits taking into consideration the following:
 - a. The continuity of the Paraeducator's program
 - b. The desires of the Paraeducator
 - c. The individual capacity of the Paraeducator
 - d. The specific employment duties of the Paraeducator
 - e. The health and welfare of the Paraeducator or unborn child
 - f. The recommendation of the Paraeducator's physician, if any
 - g. In making a determination under Number 7 concerning the commencement and duration of a maternity leave of absence, or resignation if the Paraeducator elects to resign, the MVED Board shall not, in any event, be required to:
 - Grant any leave more than 12 months in duration
 - Permit the Paraeducator to return to her employment prior to the date designated in the request for a maternity leave, except in the

case of stillbirth or miscarriage, in which event consideration for an earlier return would be given to the Director

- h. If the Paraeducator complies with all provisions of this section and a maternity leave is granted by the School Board, the School Board shall notify the Paraeducator in writing of its action
- i. A Paraeducator returning from maternity leave shall be reemployed in a position for which she is qualified commensurate with a position occupied prior to the leave, subject to the following conditions:
 - That her position in MVED has not been abolished under the conditions covered in the article concerning unrequested leave of absence
 - That she is able to perform the duties of the position
 - That she returns on the date designated on the request for leave approved by MVED; provided, however, that if complications develop as verified in writing by the Paraeducator's physician which prohibit such return, the Paraeducator may extend her leave up to one (1) year from the commencement date of the leave
- j. Failure of the Paraeducator to return pursuant to the date determined in this section shall constitute grounds for termination in MVED
- k. A Paraeducator who returns from maternity leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The Paraeducator shall not accrue additional experience credit or leave time during the periods of absence for maternity leave.
- l. A Paraeducator on maternity leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as she wishes to retain, commencing with the beginning of the maternity leave. The right to continue participation in such group insurance programs, however, will terminate if the Paraeducator does not return to MVED pursuant to this section.
- m. The parties further agree that any maternity leave of absence granted under this section shall be a leave without pay.

Section 6. Personal Leave

Paraeducators shall be eligible for the use of one (1) personal leave day with regular pay each year with the provision that this leave can accumulate to a maximum of two (2) days. After four

(4) years of service, a Paraeducator shall be eligible for two (2) personal leave days each year with the provision that this leave can accumulate to a maximum of three (3) days. After ten (10) years of service, a Paraeducator shall be eligible for three (3) personal leave days each year with the provision that this leave can accumulate to a maximum of four (4) days. This leave may be used for situations that require the employee's personal attention to matters which cannot be attended to when school is not in session and which are not covered in other provisions of the Administrative Rules and Regulations for Paraeducators.

Request for personal leave must be made in writing to the supervising administrator at least two (2) days in advance of the requested leave, except in the case of emergency. The request shall state the reason for the proposed leave. All leaves must have the prior approval of the supervising administrator. Paraeducators hired during the school year will have personal leave prorated based on the amount of the school year left.

Section 7. Military Leave

Paraeducators of Minnesota Valley Education District shall continue to receive their regular compensation when called to active duty as members of the National Guard or Reserves but not exceeding a total of fifteen (15) days in any contract year.

Section 8. Unpaid Leave

An unpaid leave of absence may be granted for a period of time not to exceed one (1) year. Such leave may be granted for reasons such as higher education or provisions covered under the Family and Medical Leave Act. The leave must be approved by the MVED Board of Education. To qualify for the leave, the Paraeducator must be working for MVED at least three and one-half (3.5) hours per day at the time of the request. Upon completion of the unpaid leave of absence, the employee shall return at the same level of pay and seniority. Seniority will not be gained during the time of the leave.

GROUP INSURANCE

Section 1. Selection of Carrier

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

Section 2. Health and Hospitalization Insurance

Minnesota Valley Education District shall pay the entire premium for individual coverage and 90 percent of the premium for family coverage but not to exceed a total district contribution for the year of \$3,600 for each full-time Paraeducator employed in the school district who qualifies. Any additional cost of the premium shall be borne by the employee and paid by payroll

deduction. In the event that premium should be less than the amount that the school district agrees to contribute, no monetary payment shall be made by the school district for the difference between the cost of coverage and the amount for which the district has agreed to contribute.

It is understood that MVED's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 3. Income Protection Insurance

MVED shall contribute the sum necessary toward the premium of Income Protection Insurance for all full-time Paraeducators beginning sixty (60) calendar days after the injury or illness and extending to age sixty-five (65).

Section 4. Life Insurance

MVED shall contribute a sum equal to the premium for a \$50,000 group life insurance policy for each full-time Paraeducator of the district for the term of this contract.

Section 5. Duration of Insurance Contribution

An employee is eligible for Board contributions as provided in this article as long as the employee is employed by MVED. Upon termination of employment, and effective on the last working day, all Board participation and contribution shall cease unless the employee is entitled to the benefits as provided in Number 1 under RETIREMENT.

Section 6. Reduction of Hours

A two-week notice will be given to the employee prior to the actual reduction of hours being enacted.

Whenever a full-time employee's hours are reduced to the point where the number of hours falls below the minimum necessary to qualify for group insurance coverage, MVED will try to continue health insurance with the group carrier at the employee's own expense, and the employer will assist in that endeavor. This provision shall also apply to employees who have experienced a reduction of hours placing them in this category as of the date of this contract. The employer will allow premiums to be paid by payroll deduction so long as the employee pays the entire premium.

RETIREMENT

1. The following policy on retirement shall be in effect:

- a. Any full-time Paraeducator who has been employed ten (10) consecutive years by MVED may retire at the end of the school year in which he or she reaches the age of fifty-six (56). In such an event, a full-time Paraeducator may remain in the group insurance plans with all premiums paid by the employee.

JURY DUTY

1. All MVED Paraeducators shall continue to receive their regular compensation when called for jury duty, provided that they shall remit or turn over to MVED that compensation, except for mileage reimbursement, which they receive as jurors.

**PARAEDUCATOR SALARY SCHEDULE
2023-2024**

YEAR	STEP	LANE A	LANE B	LANE C	LONGEVITY
1	1	14.87	15.09	15.31	
2	2	15.24	15.46	15.70	
3-4	3	15.61	15.85	16.09	
5	4	16.00	16.24	16.48	
6	5	16.40	16.64	16.90	
7	6	16.82	17.07	17.32	
8	7	17.23	17.49	17.76	1 .50
9	8	17.66	17.93	18.20	2 .50
10	9	18.10	18.37	18.65	*amounts are cumulative
10+	10	18.55	18.84	19.12	
		A - UNLICENSED	B - PARAEDUCATOR CREDENTIAL VIA PELSBB OR PARAEDUCATOR CERTIFICATE VIA ASSOCIATE'S DEGREE	C - LICENSED (4-year degree or Behavior Specialist)	

Paraeducators will earn an extra \$1.00/hour after completing certification in the MVED-approved behavior training.

***Career Increment**

- After 15 years-Longevity 1
- After 20 years-Longevity 1 and 2

**PARAEDUCATOR SALARY SCHEDULE
2024-2025**

YEAR	STEP	LANE A	LANE B	LANE C	LONGEVITY
1	1	15.02	15.24	15.46	
2	2	15.39	15.61	15.86	
3	3	15.77	16.01	16.25	
4-5	4	16.16	16.40	16.64	
6	5	16.56	16.81	17.07	
7	6	16.99	17.24	17.49	
8	7	17.40	17.66	17.94	1 .50
9	8	17.84	18.11	18.38	2 .50
10	9	18.28	18.55	18.84	*amounts are cumulative
10+	10	18.74	19.03	19.31	
		A - UNLICENSED	B - PARAEDUCATOR CREDENTIAL VIA PELSB OR PARAEDUCATOR CERTIFICATE VIA ASSOCIATE'S DEGREE	C - LICENSED (4-year degree or Behavior Specialist)	

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IN TESTIMONY WHEREOF, the Board of Education has approved the Master Contract this 13th
day of June 2023, and the parties have agreed per their signatures
as follows:

**MINNESOTA VALLEY EDUCATION DISTRICT
PARAEDUCATORS' ASSOCIATION**

BY: Rachel Twiss Date: 7-10-23
Association Negotiator

MINNESOTA VALLEY EDUCATION DISTRICT

BY: Nancy Heldberg Date: 6-13-23
Chairperson

BY: Ashley Blum Date: 6-13-23
Clerk