

Independent School District 284
Wayzata, Minnesota

and the

School Service Employees Local 284

CONTRACT

Regarding Terms and Conditions of Employment for Administrative Professional and Paraprofessional Personnel

July 1, 2024 through June 30, 2027

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Contract

This Contract is made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO. 284, Wayzata, Minnesota, hereinafter referred to as the “Employer,” and SCHOOL SERVICE EMPLOYEES LOCAL NO. 284, hereinafter referred to as the “Union.”

Article I
Purpose

The purpose of this Contract is to encourage and increase orderly, constructive and harmonious relationships between the Employer and its employees; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the Employer and the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the “PELRA”).

Article II
Recognition and Dues Check-off

Section 2.1 • Recognition

The Employer hereby recognizes the Union as the exclusive representative for the purpose of negotiating terms and conditions of employment for all Administrative Professional and Paraprofessional personnel employed by the Employer at least 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees, and all other employees as certified by the Bureau of Mediation Services in Case No. 74-PR-366-A and any further unit clarification orders.

Supervisory employee means an employee who has the authority to undertake a majority of the following supervisory functions in the interests of the Employer: hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other employees, direction of the work of other employees, or adjustment of other employee's grievances on behalf of the employer. To be included as a supervisory function, which the person has authority to undertake, the exercise of the authority by the person may not be merely routine or clerical in nature but must require the use of independent judgment. An employee who has the authority to effectively recommend a supervisory function is deemed to have authority to undertake that supervisory function for the purposes of this section.

Confidential employee means an employee who, as part of the employee's job duties, has access to labor relations information as that term is defined in Minnesota Statutes 13.37 subdivision 1, paragraph (c); or actively participates in the meeting and negotiating on behalf of the Employer.

Section 2.2 • Labor Management Committee

Representatives of the Employer and the Union agree to meet monthly, if needed, in a labor management committee to facilitate open dialogue about issues that either party deems important.

Section 2.3 • Dues Check-Off

The Employer agrees to deduct dues for membership in the Union, and to forward such dues to the Union, for any individual employee who has authorized such dues check-off. Such dues shall be remitted to the Union monthly.

The deduction authorization notice from the Union will include certification from the Union that the Union has and will maintain a valid authorization from the employee for whom deductions will be made. The District may require a copy of the valid authorization form only if a dispute arises about the existence or terms of the authorization. The dues and/or political action committee deduction(s) authorization remains in effect until the District receives notice from the Union that an employee has changed or canceled their authorization(s) in writing in accordance with the terms of the original authorizing document(s).

The Employer will deduct dues for membership commencing on the first payroll issued fifteen (15) or more days after the dues check-off authorization form is filed with the payroll officer. An individual employee may revoke the dues authorization in accordance with the terms of the dues check-off authorization executed by the employee. Individual employees who have authorized such dues check-off waive all rights and claim for such monies and relieve the Employer and all its officers and agents from any liability therefore.

Section 2.4 • Union Membership

The Employer recognizes the principle of collective bargaining and will not discriminate against any employee because he or she is or is not a member of the Union.

Section 2.5 • Union Information

The Employer shall inform the union steward(s) of all new hires. Within ten (10) calendar days of date of hire, the District shall provide the following contact information to the Union, name, job title, worksite location, home address, phone numbers on file with the district, date of hire, email addresses, wage, number of hours normally scheduled to work each day, and number of duty days in the year. Every 120 calendar days the Union may request that the District shall make available a complete bargaining unit list of employees including this same information.

Section 2.6 • Union Orientation

The District will allow a Union designated representative to meet in person with newly hired employees for thirty minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in pay status. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

Article III
Compensation

Section 3.1 • Job Definitions

Position Descriptions will be made available online for review. As positions are revised or if new positions are created, the Human Resource Services Department will post the new position description and email stewards of all new positions and job description changes. When possible, position descriptions will be linked to job postings. Section 3.3 outlines existing positions that are contained in the Position Description notebook.

Administrative Professional positions generally have primary duties/responsibilities of word processing, data entry, reception, phone/switchboard, scheduling, filing, technology software use, writing and/or editing, bookkeeping/accounting.

Technician positions generally have primary duties/responsibilities in the areas of business, finance, payroll and technology.

Paraprofessional positions generally have primary duties/responsibilities including health and/or medical assistance, instruction assistance, Special Education, computer and basic office support under the direction of a Administrative Professional employee, hall monitoring, playground monitoring, and assisting teachers with classroom curriculum.

Section 3.2 • Classification of Positions

Any new position or existing position that has undergone significant job duty revisions will be reviewed for proper classification at time of annual evaluation. A copy of the procedure for such classification reviews will be established and maintained by the Human Resource Department. Union stewards will be notified of any changes in job classification that occur.

Section 3.3 • Special Education Paraprofessional Positions

The parties agreed during the negotiations for the July 1, 1998 through June 30, 2001 contract that there were grounds for differentiating pay levels of special education paraprofessionals. It was also agreed that this issue would need to be studied further and that action would be taken during the next contract to include a higher rate of pay for some Special Education Paraprofessionals and that any monetary adjustment will not be counted against the future total package settlement.

Effective July 1, 2006, Special Education Paraprofessionals – Students With Disabilities will be reclassified to Classification III according to years of service and will thereafter advance pursuant to the Classification III wage schedule.

Section 3.4 • Wage Rates

Effective July 1, 2002, employees hired prior to January 1 of a school year will move to their appropriate wage/step as of the following July 1. Employees hired after December 31 of a school year will move to their appropriate wage/step on July 1 of the following year.

Classification	Job Definitions
I	Administrative Professional, Elementary Principal Administrative Professional, High School Principal Administrative Professional, Middle School Principal Administrative Professional, Teaching & Learning
II	Administrative Professional, Activities/Athletics Administrative Professional, Buildings and Grounds Administrative Professional, Wayzata Cafés Administrative Professional, Early Learning School Administrative Professional, High School Administrative Professional, High School Registrar/Guidance Office Administrative Professional, High School Scheduling Office Administrative Professional, High School Sub Staffing Administrative Professional, High School Testing Support Administrative Professional, Middle School Student Services Administrative Professional, Purchasing Administrative Professional, Special Services Program Support Administrative Professional, Special Services Records Administrative Professional, Welcome Center

	Administrative Professional, Assessment and Evaluation Administrative Professional, Payroll Technician Administrative Professional, Human Resources Technician Paraprofessional, High School Activities/Bursar Paraprofessional, High School, College & Career Center Paraprofessional, Technology Paraprofessional, Health Paraprofessional, Special Services Audiology/BVI/DHH
III	Administrative Professional, District Office Receptionist/Human Resource Services Administrative Professional, Student Data and Supports Administrative Professional, Professional Learning Administrative Professional, Accounts Payable Technician Administrative Professional, Finance Technician Paraprofessional, Behavior Intervention Paraprofessional, Special Education Screening Paraprofessional, Special Education – Students with Disabilities
IV	Paraprofessionals: CES Building Supervisor CES Receptionist Early Childhood Family Education Early Childhood Family Education Child Care Worker Early Learning School Administrative General/Club Y.E.S. Support Greeter Instructional Kindergarten Media Center Office Parking Lot Attendant Student Supervisor Supervisory – Lunch, Recess, etc. Testing Office

Effective July 1, 2024	**Step**	**I**	**II**	**III**	**IV**
	1-2	26.49	24.95	24.10	20.81
	3-5	29.14	27.10	26.05	22.76
	6-7	29.74	27.60	26.75	23.46
	8-9	29.99	28.30	27.35	24.06
	10-11	30.24	28.80	27.95	24.66
	12-13	30.74	29.30	28.45	25.16
	14-17	31.34	29.90	29.05	25.76
	18-19	31.84	30.40	29.55	26.26
	20	33.84	32.40	30.65	27.70
	21+	34.85	33.40	32.55	29.26

Effective July 1, 2024, employees with twenty-five (25) or more years of completed service will receive an additional $1.00 per hour.

Effective July 1, 2025	Step	I	II	III	IV
	1-2	26.75	25.20	24.34	21.02
	3-5	29.43	27.37	26.31	22.99
	6-7	30.04	27.88	27.02	23.69
	8-9	30.29	28.58	27.62	24.30
	10-11	30.54	29.09	28.23	24.91
	12-13	31.05	29.59	28.73	25.41
	14-17	31.65	30.20	29.34	26.02
	18-19	32.16	30.70	29.85	26.52
	20	34.18	32.72	30.96	27.98
	21+	35.20	33.73	32.88	29.55

Effective July 1, 2026	Step	I	II	III	IV
	1-2	27.29	25.70	24.83	21.44
	3-5	30.02	27.92	26.84	23.45
	6-7	30.64	28.43	27.56	24.17
	8-9	30.90	29.15	28.18	24.79
	10-11	31.15	29.67	28.79	25.40
	12-13	31.67	30.18	29.31	25.92
	14-17	32.29	30.80	29.93	26.54
	18-19	32.80	31.32	30.44	27.05
	20	34.86	33.38	31.58	28.54
	21+	35.90	34.41	33.53	30.14

Section 3.5 • Step Placement on Pay Scales

An employee moving between classifications shall be placed on the new wage schedule at the same step or a higher step than the one s/he was on in the prior classification. A new employee shall normally be placed on Step 1 of the wage schedule unless previous work experience or training justifies a higher placement. The district will notify the union steward(s) of any placement higher than Step 1 prior to hiring a new employee.

Section 3.6 • Pay Procedures

Payroll deposits will be made according to the District's established payroll schedule.

Paraprofessionals will be paid from hourly electronic time sheets after they have submitted their time sheet to their supervisor and the supervisor has approved it according to established schedules.

All 10-Month, 11-month and 12-month Administrative Professionals will be paid in scheduled installments determined by annualizing their projected pay over the District's payroll schedule. Electronic time sheets must be submitted by the employee and approved by their supervisor according to established schedules. 10-month Administrative Professionals will be paid a lump sum for the remaining unpaid amount of such employees' annual basic salary on the pay day following the last day of their basic work year.

Employees working less than 12 months may elect to accept assignments beyond their normal work year. In these instances the employees will be paid at their regular hourly rate for the assignment from hourly electronic time sheets they have submitted and are approved by their supervisor according to established schedules.

Section 3.7 • Temporary Assignment

If the Employer elects to temporarily replace an employee on approved leave by reassignment of another member of the unit such reassigned employee shall continue to be paid at the established rate of pay. However, if the reassigned employee continues to assume full

responsibility of a higher paying position for eight (8) or more consecutive working days the employee shall be paid retroactive to the first day of reassignment at the appropriate step of the higher pay scale.

The reassigned employee shall be eligible for group coverage benefits, holiday pay and vacation time appropriate to the temporary assignment.

Effective January 1, 2017, if a Class IV Paraprofessional substitutes for a Class III Special Education Paraprofessional on a casual, temporary basis, they will be paid an additional $1.00 per hour for each hour they substitute. If they are reassigned to a Class III position for eight (8) or more consecutive working days, the Class IV Paraprofessional shall be paid retroactive to the first day of reassignment at the appropriate step of the higher pay scale.

Section 3.8 • Payroll Deductions

The Employer agrees to deduct payments for a specific purpose (e.g., credit union, tax-sheltered annuity programs, etc.) provided that at least fifteen (15) employees within the unit certify that they desire such deductions.

Section 3.9 • Extra-Curricular Stipends

Employees hired to supervise (coach or direct) an activity will be eligible for compensation as outlined in the Wayzata Education Association Master Agreement in Appendix D – I. Extra-Curricular Assignments.

Article IV
Hours and Overtime

Section 4.1 • Work Determination

Specific hours shall be set by the employee's supervisor.

Employees whose terms of employment within the Administrative Professional/Paraprofessional Employee bargaining unit total at least 1608 hours per year shall be considered full-time. Employees whose terms of employment total less than 1608 hours per year within the Administrative Professional/Paraprofessional Employee bargaining unit shall be considered part-time.

For an employee covered by this Agreement, who is also employed in another position in the School District covered by a Local 284 Master Agreement, the District will combine their total assigned hours during the fiscal year when determining eligibility for long-term disability and vacation benefits. See appropriate section for eligibility requirements.

The work day for employees who work less than eight (8) hours per day and shall be set by the employee's supervisor. Pay shall be based on actual hours worked exclusive of lunch break except, Health Paraprofessionals, due to the nature of their on-call duties, and shall include paid holidays according to the terms of Section 5.2. The Employer agrees to notify employees of their starting date, work year, and daily hours as early as practical.

The normal work week shall be Monday through Friday for all employees. Exceptions to this work week may be set for certain employees.

The work year for 12-month and 11-month employees shall be set by the Employer to include paid holidays and vacations as specified in Article V. The work year for 10-month employees shall be 201 days set by the Employer to include paid holidays as specified in Article V.

The work year for all other employees shall be defined by the Employer and shall include holidays as specified in Section 5.2.

Summer hour options will be offered by the employer annually.

Employees are entitled to break periods based on the following schedule: a) Eight (8) hours/day employees receive two (2) 15 minute paid breaks per day. b) Six (6) to less than eight (8) hours/day employees receive two (2) 10 minute paid breaks per day. c) Four (4) to less than six (6) hours/day employees receive one (1) 15 minute paid break per day. d) Employees working less than four (4) hours/day receive no paid breaks. Employees entitled to paid breaks may take their break away from their work space, if they choose.

Section 4.2 • Overtime and Call Back Rates

Work performed in excess of forty (40) hours per week shall be compensated for at the rate of one and one-half times the regular rate. The overtime work week is defined as Saturday through Friday. The Employer may, at its option, grant an employee's request for compensatory time off in lieu of overtime pay, to the extent authorized by the Fair Labor Standards Act, as amended. The scheduling of any compensatory time off requested by an employee shall be subject to approval by the employee's supervisor. Bereavement absence and holiday absence shall be considered as time worked in calculating overtime. If called back the minimum shall be two (2) hours. Accrued compensatory time will generally be used within the assigned work year unless the employee has Human Resources approval to carry over the compensatory time.

Section 4.3 • Pay Procedures for Overtime

The Employer shall pay for all overtime worked during any given pay period in the following pay period provided the electronic time sheet is submitted and approved by the supervisor. Any occasional, incidental overtime less than 20 minutes that is beyond the employee's control, shall be reported to the supervisor within twenty-four (24) hours of the event and shall be approved.

Section 4.4 • Snow Days and Emergency Closings

On snow days or emergency closings, all full-time employees are expected to report to work; however, the determination of whether the commute to work is practical, reasonable, or safe is left to the judgment of the individual employee. Full-time employees are expected to report for work for all or part of their regular shift as soon as their commute is safe. Reporting for work on a snow day or emergency closing is done on an honor system. No sick leave, personal day, or vacation day will be charged against an employee for failure to report on such a day.

Employees who are scheduled to work on student contact days or less than 12-months will not report for work but will be paid for the day and will be paid their normal daily rate of pay. In the event the District schedules a make-up day, all employees who did not work on the closed day will work the make-up day without additional pay.

On District approved e-Learning days, snow days or emergency closures, paraprofessionals may be expected to provide instructional support to students and/or engage in professional development opportunities.

When schools are closed due to an emergency (broken water main, no electricity) paraprofessionals may be reassigned to other buildings. The District will ask for volunteers to fill open positions or complete tasks prior to making placements. If a paraprofessional has a child in the impacted building, they may be excused from reassignment.

For late starts or early dismissals: If an employee's supervisor requires the employee to stay beyond the time other building employees are released early, or report to work before other building employees are required to report to work for a delayed start, or to report to work when other employees in comparable positions do not report to work, the employee will receive time

off equal to the amount of time earlier or later the employee was required to serve that other employees were not.

Part-time employees who arrive at work and are sent home due to an unannounced building closing will be paid a minimum of 50% of their regular daily rate if they have not completed those hours.

Article V
Holidays

Section 5.1 • Vacations

12-month employees, whose assignment is solely under this agreement, shall earn one (1) day of vacation per month of employment to an annual maximum of ten (10) days.

11-month employees, whose assignment is solely under this agreement, shall earn one (1) day of vacation per month of employment to an annual maximum of nine (9) days. Additional vacation time will be prorated.

Additional vacation time is earned as illustrated below:

Fifteen (15) days after six (6) consecutive years of employment. For staff who are eligible due to their combined assignments, their years of employment will be based on the assignment which created the eligibility.

Twenty (20) days after fourteen (14) consecutive years of employment. For staff who are eligible due to their combined assignments, their years of employment will be based on the assignment which created the eligibility.

Twenty-five (25) days after twenty (20) consecutive years of employment. For staff who are eligible due to their combined assignments, their years of employment will be based on the assignment which created the eligibility.

Vacation will generally be used within the assigned work year. Employees may carryover up to ten (10) days per year. Vacation account balances will be listed on the employee online system. Upon retirement, resignation, termination, or dismissal 12-month and 11-month employees will be paid for earned, unused vacation.

Each year, up to five (5) days of unused vacation days, after the ten day carry over criteria is met, will be converted at fiscal year-end to a daily rate of pay and credited to the employee's 403(b) account. The District will verify the unused days and determine the number eligible for conversion. Verification of these unused days will be determined by the absence reports submitted through Skyward to Payroll.

Beginning with the 2016-17 school year for employees whose District assignment is combined between this Agreement and the Community Education Local 284 Master Agreement, and are assigned eight (8) hours per day (or 40 hours per week) during the school year Home Base program and a minimum of seven (7) hours per day (or 35 hours per week) during the summer Home Base program shall earn vacation days based on the following:

Five (5) days after one (1) year of 52-week employment
Ten (10) days after four (4) years of 52-week employment
Fifteen (15) days after seven (7) years of 52-week employment
Twenty (20) days after fourteen (14) years of 52-week employment

These vacation days cannot be used for their paraprofessional assignment. However, vacation time up to eight (8) hours per day may be used during any non-student contact day in which they are not assigned. Employees must be available to work non-student contact days (release days) and must follow Home Base vacation time-off request procedures, which is approved in conjunction with registration deadlines, not before.

Section 5.2 • Holidays

Twelve (12) month employees shall receive twelve (12) paid holidays per year. Eleven (11) month employees shall receive ten (10) paid holidays per year. Ten (10) month employees (201 days) shall receive nine (9) paid holidays during each year of this contract.

School year Paraprofessionals who work less than twenty (20) hours per week shall receive three (3) paid holidays per year (one of which will occur during winter break and one which will occur during spring break). Paraprofessionals who work twenty (20) or more hours per week shall receive five (5) paid holidays per year. Paraprofessionals who work twenty (20) or more hours per week and have completed five (5) years of employment shall receive six (6) paid holidays per year. Paraprofessionals who work thirty (30) or more hours per week shall receive six (6) paid holidays per year. Each year, one of the holidays set for paraprofessionals shall be scheduled to occur during the district's Spring Break. (The parties agreed that the holiday ordinarily set for President's Day should be the holiday scheduled to occur during the district's Spring Break).

Of the number of days listed for each level of eligibility, one (1) day shall be reserved as a floating holiday, to be used in lieu of a regularly scheduled day at the discretion of the employee upon five (5) workdays' notice and upon approval of the employee's immediate supervisor.

12 month	11 month	10 month	Student Days only assigned a minimum of 30 hours per week	Student Days only assigned a minimum of 20 hours per week + 5 completed years	Student Days only assigned a minimum of 20 hours per week	Student Days only assigned to less than 20 hours per week
12 days	10 days	9 days	6 days	6 days	5 days	3 days
Independence Day	Labor Day	Labor Day	Thanksgiving Day	Thanksgiving Day	Thanksgiving Day	Christmas Eve
Labor Day	Thanksgiving Day	Thanksgiving Day	Christmas Eve	Christmas Eve	Christmas Eve	Christmas Day
Thanksgiving Day	Friday after Thanksgiving	Friday after Thanksgiving	Christmas Day	Christmas Day	Christmas Day	Spring Break
Friday after Thanksgiving	Christmas Eve	Christmas Day	New Years Day	New Years Day	New Years Day	
Christmas Eve	Christmas Day	New Years Day	Spring Break	Spring Break	Floating Holiday	
Christmas Day	New Years Day	Martin Luther King Day	Floating Holiday	Floating Holiday		
New Years Day	Martin Luther King Day	Presidents Day				
Martin Luther King Day	Presidents Day	Memorial Day				
Presidents Day	Memorial Day	Floating Holiday				
Memorial Day	Floating Holiday					
Juneteenth						
Floating Holiday						

In order to be eligible for holiday pay, an employee must work the last assigned work day immediately before the holiday and the first assigned work day immediately following the holiday, unless the absence qualifies for leave with pay or if the employee has received prior supervisory approval for leave without pay for up to five days. Holiday pay is equivalent to the regular number of hours scheduled.

If a new employee working twenty (20) or more hours per week, begins work prior to January 1 they will receive one (1) floating holiday, if work begins between January 1 and March 31 they will receive one-half (.5) floating holiday, and if work begins between April 1 and June 30 employee will not receive a floating holiday.

Section 5.3 • Attendance Incentive

Effective July 1, 2021, full-time employees who have not used more than two (2) sick days or had a non-paid work day (except for pre-approved due to union work) for one full fiscal year (July 1 through June 30) shall earn one (1) floating holiday, to be used during the subsequent fiscal year. Floating Holidays must be used as a full-day increment. An employee shall earn one (1) additional floating holiday for each five (5) consecutive years of perfect attendance, to be used in the subsequent fiscal year.

Article VI
Group Coverage

Section 6.1 • Group Coverage Policies

During the term of this contract the Employer will purchase the group coverage policies described in this Article. New employees, meeting the eligibility requirements, shall become eligible for group benefits as of the first day of employment. Such new enrollment must occur within thirty (30) days of eligibility. The provisions of this Article are merely descriptive of the coverage provided and the eligibility of an employee for benefits shall be governed by the terms of the master group contracts in force between the Employer and the insurers providing such coverage. The Employer's only obligation under the policies described in this Article VI shall be to make the premium payments described in this contract, and no claim shall be made against the Employer in the event of a denial of group benefits by an appointed carrier.

Section 6.2 • Life Coverage

Each employee whose position is scheduled to be a minimum of 1008 hours annually (e.g. 6 hours per student day) is eligible for basic group term life coverage in an amount equal to such employee's annual basic salary with each partial thousand rounded to the next higher one thousand ($1,000) dollars and includes double indemnity for accidental death. The Employer pays the full premium for such coverage.

The District shall provide a program of voluntary supplemental term life coverage. Upon initial hire and during allowed annual enrollment years, an employee may enroll in a maximum of $100,000 of supplemental life coverage without Evidence of Insurability. After initial hire and on years that the coverage is not open during annual enrollment, this voluntary supplemental life program will included the option to elect additional coverage subject to Evidence of Insurability of the applicant. The availability of such coverage shall be subject to all terms and conditions imposed by the carrier. In no event shall such voluntary supplementary coverage increase the premium for the basic coverage provided by the Employer. Voluntary coverage requested by an employee shall be paid by the employee through payroll deduction.

Section 6.3 • Hospitalization and Health Coverage

Participation in the hospitalization and health coverage plan selected, will be voluntary. Coverage shall be available from the first day of employment but shall be effective only upon enrollment. Each employee enrolled under the plan shall contribute through payroll deduction any excess of the monthly premium over the maximum Employer contribution toward the type of coverage for which such employee is enrolled.

Full-Time Employee scheduled a minimum of 1608 hours annually:

The Employer will contribute the total premium for each full-time employee enrolled for individual coverage in the District sponsored hospitalization and health coverage plan. The Employer will also contribute an additional amount per month equal to one half of the difference between individual and family premiums toward the premium for family coverage for those enrolled in family coverage based on the lowest cost plan.

Employee scheduled a minimum of 1008 hours annually (e.g. 6 hours per student day):

Effective 2024-2025 Contract Year: The Employer will contribute a total amount of $1,175.00 for employee plus one and $1,368.15 for family health coverage to the high deductible health plan for each employee enrolled for employee one plus one or family coverage in the District sponsored high deductible health plan. The Employer will contribute the total premium for each employee enrolled for individual coverage in the high deductible health plan.

The Employer will contribute the total individual premium for each employee enrolled for coverage in the District sponsored low deductible health plan. The Employer contribution may be applied to either individual or family coverage.

Effective 2025-2026 and 2026-2027 Contract Years: The Employer will contribute a total amount of $1,210.25 for employee plus one and $1,409.19 for family health coverage to the high deductible health plan for each employee enrolled for employee one plus one or family coverage in the District sponsored high deductible health plan. The Employer will contribute the total premium for each employee enrolled for individual coverage in the high deductible health plan.

The Employer will contribute the total individual premium for each employee enrolled for coverage in the District sponsored low deductible health plan. The Employer contribution may be applied to either individual or family coverage.

For an employee covered by this agreement, who is also employed under the Community Ed contract, the District will combine their total assigned hours during the fiscal year, up to 1008 hours annually (e.g. 6 hours per student day), when determining eligibility for health coverage. For those combined employees, District contributions will follow amounts determined under this contract.

Employee scheduled a minimum of 672 hours annually (e.g. 4 hours per student day):

The Employer will contribute one-half of the total individual premium for each employee enrolled for coverage in either the low deductible or high deductible District sponsored health plan. This contribution may be applied to individual or family coverage. The employee must pay the entire cost in excess of the Employer contribution by payroll deduction.

The District insurance committee shall be composed of five (5) representatives designated by the exclusive representative of the teachers, one representative designated by the administrative staff, one representative designated by each bargaining unit within the classified staff, and one representative designated by the Employer and shall recommend to the Employer the specifications of the hospitalization and health coverage plan.

Section 6.4 • Long Term Disability

Beginning January 1, 2017, the Employer will pay the total premium for each employee, within the Administrative Professional/Paraprofessional Employee bargaining unit whose position is scheduled to be a minimum of 1008 hours annually (e.g. 6 hours per student day) or those employees covered under this Agreement and also employed in a position covered by a Local 284 Master Agreement and their combined assignments total 8 hours/day for 12 months/year, in the present Income Protection Plan.

Section 6.5 • Tax-Sheltered Annuities

A Tax-Sheltered Annuity Program shall be available to all employees. Salary Reduction Agreements (SRA) may be submitted for approval at any time during the year. Approved SRA's will be implemented no later than twenty-one (21) days following submission of an accurate application.

The Employer will contribute up to a one percent (1%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin following the completion of one (1) year of district service. The Employer will contribute up to a two percent (2%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin following the completion of five (5) years of district service. The Employer will contribute up to a four percent (4%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin following the completion of ten (10) years of district service. For the purposes of this section, full-time is defined as working a minimum of one thousand eight hours (1008) annually (e.g. 6 hours per student day).

The Employer will contribute up to a one percent (1%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for employees working less than one thousand eight (1008) hours in a school year who have completed five (5) years of district service.

Section 6.6 • Worker's Compensation Insurance

The Employer shall carry Worker's Compensation Insurance on each employee of the School District. An employee receiving compensation under the Worker's Compensation Act may elect to apply accumulated sick leave credits in order to make up the difference between the Worker's Compensation payments and such employee's regular rate of pay. Deductions from sick leave will be made on a prorated basis according to the additional payments to the employee. In no event shall the additional compensation paid to the employee result in the payment of total daily, weekly, or monthly compensation from all sources in excess of such employee's regular rate of pay. In consideration of coworkers and students, employees receiving follow-up care are encouraged to schedule appointments during non-work hours.

Section 6.7 • Dental Coverage

The Employer will contribute an amount equivalent to the monthly cost of single coverage for each eligible employee who is assigned six (6) hours or more per day and who is enrolled in the District dental coverage plan. The amount may be applied towards employee plus one or family coverage.

Participation in the dental coverage plan will be voluntary. Each employee enrolled under the plan shall contribute through payroll deduction any excess of the monthly premium over the maximum monthly Employer contribution.

Article VII
Leaves and Absences

Section 7.1 • Sick Leave

In conjunction with the long term disability coverage provided above, the Employer has established the following provisions for paid sick leave in order to minimize an employee's loss of income because of unavoidable absence due to illness or injury. Paid sick leave is not available during the term of any leave of absence without pay.

Paid sick leave is provided all employees at the rate of one (1) day per month recorded at the employee's scheduled hourly level of active employment. The annual sick leave allowance is provided at the time of hire and at the onset of each school year.

An employee may accumulate unused portions of sick leave up to the equivalent of a total of one hundred forty (140) days at the current hourly level of employment. Employees who change pay levels or hours per day carry with them their accumulated hours of sick leave. The employer reserves the right to require substantiation of illness where there is evidence that sick leave is being abused. District leave forms must be submitted to Human Resources prior to the leave.

The minimum absence due to illness is one half (1/2) hour and may be used in quarter (1/4) of an hour increments after the initial half hour for absences due to illness of less than the full scheduled work day. Accumulated sick leave, if available, must be reduced by the employee's full scheduled daily work assignment for full day absences under Section 7.1.

An employee may use sick leave for the following reasons:

- an employee's mental or physical illness, treatment or preventative care;
- the mental or physical illness, treatment or preventative care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease

Sick leave covers the employee and the following people:

- their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- their spouse or registered domestic partner;
- their sibling, stepsibling or foster sibling;
- their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- their grandchild, foster grandchild or step-grandchild;
- their grandparent or step-grandparent;
- a child of a sibling of the employee;
- a sibling of the parents of the employee;
- a child-in-law or sibling-in-law;
- any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner;
- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- up to one individual annually designated by the employee.

Leaves may qualify for Family Medical Leave benefits under the Family and Medical Leave Act. Eligible employees may receive up to a total of 12 weeks of unpaid leave during a 12-month period. The District will maintain group coverage for an employee on Family Medical Leave if such coverage was provided before this leave was taken and on the same terms as if the employee had continued to work. After these twelve (12) weeks, the employee shall pay the entire premium or cancel coverage.

After an employee, who works less than 2080 hours per year, has reached their current hourly equivalent of one hundred-twenty (120) accumulated, unused sick days, they may trade-in two (2) days of sick leave accumulated beyond one-hundred-twenty (120) days for one (1) day of pay. The cash payment for these trade-in days shall be made for the pay periods during Winter and/or Spring break. For a Winter break payment, they must give written notification to the Human Resources Department by December 1; and for a Spring break payment, they must give written notification to the Human Resources Department by March 1. The maximum number of days to be paid during one school year will be ten (10) days. There shall be no payment allowance for less than two (2) day segments.

The cash payment shall be made for the sick-leave trade-in days in equal installments for the pay periods during Winter and Spring break. Employees may request these payments be divided differently, provided the employee notifies the Payroll Department in writing of their desire by December 1st of each year.

After an employee has reached their current hourly equivalent of the maximum number of accumulated, unused one-hundred-forty (140) sick days, accrued sick leave beyond 140 days will be exchanged for pay. Two (2) sick leave days will be converted to one (1) days of pay. The accumulation of sick leave trade-in shall be computed annually at the end of each fiscal year. The maximum number of days to be paid during one school year will be six (6) days to be paid on the first scheduled pay period following July 1st of each year.

There shall be no payment allowance for less than two (2) day segments. Those remaining days will be carried over.

Section 7.2 • Bereavement Leave

Upon advance notice and approval by the supervisor, an employee may take up to five (5) days leave for the death of a spouse/partner, child, step-child, step-parent, grandchild, parent or sibling without using sick time, personal days or vacation. Upon advance notice and approval by the supervisor, an employee may take up to three (3) days leave for the death of a grandparent, sibling's spouse/partner, spouse/partner's parents, spouse/partner's sibling, children's spouse and relative residing in the employee's household without using sick time, personal days or vacation. There will be no deduction from accumulated paid leave. Any additional days granted at the discretion of the Employer will be deducted from accumulated sick leave.

Upon advance notice and approval by the supervisor, an employee may apply up to three (3) days of accumulated sick leave benefits toward an absence during their basic work year due to the death of other relatives or close friends.

Section 7.3 • Personal Leave

Each employee is eligible to earn up to a maximum of two (2) days of leave per year. If a new employee begins work prior to January 1, they will receive two (2) personal days, if work begins between January 1 and March 31, they will receive one (1) personal day, and if work begins between April 1 and June 30, the employee will not receive any personal leave days. This leave is cumulative to four (4) days and will not be deducted from sick leave credits. Requests for such leave must be submitted in writing to the employee's supervisor at least three (3) working days in advance, except in emergency situations, and must be approved by the immediate supervisor.

Effective 2025-2026: Upon completion of six (6) years of service (start of 7th year), employees who are not eligible for vacation, will receive one (1) additional personal day.

Each year, up to two (2) days of unused personal days, after the two (2) day carryover criteria is met, will be converted at fiscal year-end to a daily rate of pay and credited to the employee's 403(b) plan. The District will verify the unused days and determine the number eligible for conversion. Verification of these unused days will be determined by the absence reports submitted through Skyward to Payroll.

An employee who does not qualify for vacation time and has exhausted their available floating holiday and personal days may request, in advance, unpaid time-off for a critical event or unusual opportunity. If approved by their supervisor, a substitute must be scheduled, if required for the employee's position.

Section 7.4 • Military Leave

Leave of absence for military service will be granted in accordance with all requirements of federal and state law.

Section 7.5 • Special Leaves Without Pay

Special short term leaves of up to 29 calendar days or long term leaves without pay of up to one (1) year in duration may be granted at the discretion of the Employer. Taking another position within the school district is an acceptable reason to take a leave of absence from the bargaining unit provided no exceptional circumstances exist to prevent the employee from taking such a leave.

Applications for such leaves shall include the proposed period and purpose for the leave. Applications for any leave without pay of thirty (30) or more calendar days in duration must be submitted at least thirty (30) days prior to the proposed start of the leave. The thirty (30) day application provision may be waived due to unusual circumstances.

An employee granted a short term or long term leave without pay shall remain eligible for all appropriate benefit plans, according to Federal and State continuation guidelines, but must pay the entire premium while on leave. Employees on a special leave without pay shall maintain their original seniority date but shall not gain credit for advancement on the salary schedule, for vacation time, or for any other provision related to years of service. Working a minimum of seventy-five percent (75%) of the scheduled work days is required to earn credit for all provisions related to years of service. Sick leave, personal leave, holidays, except as provided in section 5.2, and/or vacation is not earned while on leave without pay. An employee, on a short term leave, must notify the employer of their intentions, if not returning, at least two (2) weeks prior to the date the leave expires.

An employee, on a long term leave, must give notice of their intentions regarding return by May 1 if the leave is scheduled to expire between school years, otherwise a minimum of one (1) month prior to the end of the leave.

An employee returning from a leave shall return to a position for which the employee is qualified which is at the same number of hours and pay level as the position the employee held at the time the leave began. If no open positions fit these criteria, the employee may utilize the procedure given in Section 8.5 to find a position. See Appendix C.

Section 7.6 • Jury Duty

For any employee who is required to serve as a juror, the Employer will make up the difference between such employee's basic salary and the fees received by the employee (less unreimbursed expenses actually incurred during jury service, such as mileage, parking, and meals). In order to be eligible for this supplement, the employee must submit to the payroll

office an itemized certification of fees and expenses for the jury duty. Advance notice to the Employer is required for absence due to jury duty to permit the scheduling of a substitute. An employee is also required to notify the Employer immediately upon being excused from jury duty.

Section 7.7 • Childcare Leave

A childcare leave is defined as a) the period of time once an employee (mother) has been released from the disability period of childbirth or b) the period of time an employee (mother or father) wishes to take to provide for the care of a newborn or newly adopted child(ren).

An employee may use up to twenty (20) days of accumulated sick leave for childcare or adoption of a child. Leave must commence within twelve (12) months following the birth or adoption.

Article VIII
Seniority

Section 8.1 • Seniority Date

Seniority shall be based on an employee's length of continuous service from the employee's most recent employment date within the bargaining unit. Employee's with the same seniority date will be ranked by the last four (4) digits of their social security number. The employee with the lowest number will be ranked as most senior, and so on.

Section 8.2 • Posting of Seniority Lists

The Employer will post updated separate seniority lists for 12-month administrative professionals, 11-month administrative professionals, 10-month administrative professionals and paraprofessionals on or before November 15th of each year and immediately before any layoff procedures are initiated. Any employee may file a grievance challenging the validity of the posted seniority lists within fifteen (15) calendar days from the date of posting. In the absence of a valid grievance, the information on the posted list shall not be subject to any further challenge, and the Employer may rely on the posted seniority list.

Section 8.3 • Administrative Professional Layoffs

Layoffs among positions within all Administrative Professional classifications shall first be made on the basis of district seniority within the building, or seniority within a district-wide service department, pursuant to Section 8.1. The least senior employee within an Administrative Professional classification in the building shall be the first employee laid off; provided, however, that employees retained have the qualifications and ability to perform the work available. Reference Section 8.5 for bumping procedures.

Employees placed on layoff would remain on the seniority list and be eligible only for recall to a position in the employee's present classification under the procedures and within the time period specified in Section 8.6.

If an Administrative Professional position is reduced up to one (1) hour per day, the employee will maintain the benefits applicable before the reduction.

Section 8.4 • Paraprofessional Layoffs

Layoffs in the paraprofessional classification shall first be made on the basis of district seniority within the building, including Special Education, or seniority within a district-wide service department, pursuant to Section 8.1. The least senior employee in a paraprofessional classification in the building shall be the first employee laid off; provided, however, that

employees retained have the qualifications and ability to perform the work available. Reference Section 8.5 for bumping procedures.

The only exception to this procedure involves paraprofessionals who are assigned to a one-to-one management paraprofessional position for a child or for management paraprofessionals whose positions are a part of the Individual Education Program (IEP). Such IEP's must be certified by the Director of Special Education in accordance with state law. If the least senior paraprofessional holds one of these positions, layoff shall be deferred until the end of the school year; until the child leaves the school; or until the child no longer is required to have a management paraprofessional, whichever occurs the earliest. Such deferrals relate only to that portion of the paraprofessionals' time in the assignments described in the exception above. If deferment is accepted, the employee is not eligible to apply for another position within the current school year. If a layoff is deferred for such reasons the next least senior paraprofessional shall be laid off.

If layoffs require senior paraprofessionals to transfer to new or different positions, the available positions will be posted to allow employees at least five (5) working days to review the position requirements prior to accepting a position.

Section 8.5 • Position Elimination and Bumping Procedure

The provisions in Sections 8.3 and 8.4 shall be the first used if Administrative Professional or paraprofessional reductions are necessary. In the event a senior employee's position is eliminated, or the hours are decreased by one hour or more, or the total hours are dropped below the employee's current benefit eligibility level, the following procedure will be used. The affected employee shall have the option to 1) accept the changed hours, or 2) accept a layoff, or 3) displace the least senior employee in the affected employee's classification at the same number of hours or more within the same benefit eligibility level, with same length work year, and in a position for which the affected employee is qualified pursuant to the criteria contained in Section 8.7 A-D, or 4) displace the employee in a lower classification with the least seniority and with the same number of hours (or lower number of hours, if the employee chooses), provided the second employee is not more senior to the first. This only applies if #3 is not an option. If the employee does not desire to move into a lower classification, the employee will be placed on layoff. Open positions are considered to be least senior. The same process will continue through each successive classification.

Any employee displaced by another employee shall have the right to displace another employee according to the above procedure and the process shall continue until there are no positions an employee can take or the employee voluntarily chooses layoff status.

If an employee or a position is involved that is a job share, the position will be consolidated with the most senior employee, based on District seniority pursuant to Section 8.1, who is sharing it. The junior employee may exercise bumping based on the number of hours the junior employee was working per week.

Before any employee's hours are reduced by one hour or greater, position elimination and/or bumping takes place, the District and Union will meet to review the procedure for implementing this language in light of the specific circumstances.

Section 8.6 • Administrative Professional Recall

Employees on layoff will be recalled, in seniority order, to available positions at or below their previous pay classification; except that if an employee chose not to move into a lower classification and accepted layoff, the employee is eligible for recall only to a position in the employee's previous classification. If there are administrative professionals on layoff and, if a position becomes available in a higher pay classification than the employee's previous classification, the Employer shall not recall such employees to the open position. If such a

position is not filled by an employee represented by the Union, the laid off employee may apply for and shall be considered for employment in the higher pay classification.

An employee's seniority rights, layoff status, and recall rights, if any, shall terminate upon the earliest of the following events: (a) resignation; (b) retirement; (c) discharge; (d) failure to accept recall to a position for which the employee has basic qualifications and which is at the same classification as the employee's previous position; (e) the expiration of a period equal to such employee's length of active service with the Employer or two (2) years, whichever is less.

Section 8.7 • Paraprofessional Recall

Paraprofessionals on layoff will be recalled in seniority order. Paraprofessionals may reject recall and retain their seniority and recall rights if:

A. The recall position has fewer assigned hours than the employee's position at time of layoff;

B. The recall position requires Administrative Professional or other skills which the employee does not possess;

C. The recall position requires physical strength and/or skills to interact with severely and profoundly handicapped children which the employee does not possess; or

D. The recall position requires outside supervision and a physician verifies health conditions which prohibit the employee from accepting the position.

Employees who reject recall for any one or more of the acceptable reasons stated above will not be recalled to other positions requiring similar hours, skills, or responsibilities as were described for the rejected position.

Paraprofessionals who are recalled have a period of no more than two (2) District workdays for the purpose of obtaining further information concerning the position from a designated District administrator or supervisor through a telephone contact or personal conference.

Employees who accept recall and, subsequently, discover they do not have the appropriate skills for the position may request a voluntary layoff.

An employee's seniority rights, layoff status, and recall rights, if any, shall terminate upon the earliest of the following events: (a) resignation; (b) retirement; (c) discharge; (d) failure to accept recall except for reasons stated above; (e) the expiration of a period equal to such employee's length of active service with the Employer or two (2) years, whichever is less.

Section 8.8 • Posting Positions

There shall be a posting of regular jobs, extra assignments and job openings for a period of five (5) days so that qualified employees for the positions shall have an opportunity to apply. Interested employees should complete the on-line Transfer Request form. Temporary replacements for personnel on leave shall be posted if the Employer determines such vacancy will be three (3) or more months in duration. Posting of temporary positions may be extended upon mutual consent. Postings shall include location, work hours normally scheduled for the job, salary classification, and job description/addendum, if applicable. A copy of postings shall be sent to union stewards at the time of posting.

A position that is increased by more than one (1) hour and/or involves a building change shall be considered a new position and shall be posted as a regular job opening. An employee in a position that is decreased by more than one (1) hour has the options set forth in section 8.5. Positions posted as "flexible hours" shall be filled using the method described in Section 8.10) when more than one (1) applicant is to be selected.

Employees whose positions are posted because of change in hours or building will be notified by the Employer. The position will remain open until the employee has been informed of the

need to apply for a position. An employee displaced by such a posting shall have recourse to the bumping procedure above.

Section 8.9 • Change in Assignment

All open positions will be posted according to the provisions of Section 8.8 of this Contract. When a position is posted, the position will first be open only to members of the bargaining unit. A position description for the posted position will be available on the district website. If all internal candidates are selected for an interview, no interview pool is necessary. If not all internal candidates are selected to be interviewed a "first interview pool" needs to be established. The first interview pool will be formed by the most senior qualified employee applicants. If a qualified person to fill the position is not found in the first interview pool, a subsequent interview pool will be formed by the next most senior qualified employee applicants. Seniority, qualifications, education, reference checks, performance evaluations and experience among other relevant criteria will be considered when selecting the successful candidate. If a member applies for and accepts a position, they are not eligible to apply for another position until they have worked in the new position for a minimum of six (6) months. The Employer may (at its discretion) permit additional voluntary transfers, even if six (6) months have not elapsed. Seniority is determined by the length of continuous service in this bargaining unit. See Appendices D and E, Selection Procedure Forms.

If no member of the bargaining unit or other ISD #284 employees apply for a position or if none possess the necessary qualifications, the district may advertise the vacancy outside the district, accept outside applications, and may fill the vacancy with an outside applicant. Any internal applicant who is not successful after applying for a posted position may request the reasons why s/he was not selected for the position. See Section 11.2 Probationary Period for a change in assignment.

Section 8.10 • Time Addition or Reduction

Notwithstanding the requirements in Section 8.8 for posting a position, decreases to assigned work time will be taken first from the least senior employee in the building, then the next least senior, etc. If additional paraprofessional time is allotted to a school, and the work to be done for such hours does not require specialized skills, and the work to be done could be completed at times not conflicting with current work schedules, the additional time shall be offered to the most senior paraprofessional until accepted.

An assignment that is modified by increasing or decreasing the number of hours by one (1) hour or less, does not drop the employee below the current level of benefit eligibility and involves no building change shall not be considered a new position and shall not be posted. District Seniority pursuant to Section 8.1 shall be the basis for such changes if all current employees in the position being changed are qualified. The Union Stewards will be notified of the changes.

Article IX
Severance Pay

Sections 9.1 and 9.2 will apply only to employees whose service with the School District has been full-time and continuous as defined by this section and whose service began prior to June 30, 2018. For employees whose employment with the School District began after this date, the provisions of this section will not be applicable.

Section 9.1 • Severance Pay

Any employee who has reached age 55 and has completed twenty (20) or more years of continuous eligible service to the District and provides written notice to the Human Resources Department by February 1 of the year in which the employee will retire, shall be entitled to severance pay as follows:

The amount determined by adding the hourly equivalent of 100 days of the employment memorandum in effect at time of retirement to forty percent (40%) of the employee's unused accumulated sick leave or 50% for 12-month full-time employees working 30 hours or more per week.

The product of the above formula shall then be multiplied by the employee's last hourly rate of pay, including longevity, before retirement. For the purposes of this section "continuous eligible service" shall be defined as service of at least six (6) hours per day for at least the basic school year for ten (10) of the twenty (20) continuous years. Military Leave, Special Leaves Without Pay, FMLA and all other approved leaves of absence will not be considered interruptions in an employee's "continuous eligible service". However, the time spent on these approved leaves will not accumulate toward the total of the required twenty (20) years of "continuous eligible service."

Formula example:

A. Hours of Pay = Sick leave balance 774.25 hours x 40% = 309.70 hours + 100 days x 6 assigned hours/day = 600 hours = 909.70 total hours.

B. Severance Pay = Hours from A x Hourly Rate of Pay
(A) 909.70 total hours x (B) $28.07 hourly rate of pay = Total amount $25,535.28

Any employee who has reached age 55 and has completed fifteen (15) or more years of continuous eligible service to the District and provides written notice to the Human Resources Department by February 1 of the year in which the employee will retire, shall be entitled to severance pay as outlined below.

Continuous eligible service shall be defined as service of at least six (6) hours per day for at least the basic school year for ten (10) of the fifteen (15) continuous years. For these eligible employees, they will receive severance in the amount determined by adding the hourly equivalent, including longevity, of eighty (80) days of the employment memorandum in effect at the time of retirement to forty percent (40%) of the employee's unused accumulated sick leave or fifty percent (50%) for 12-month full-time employees working thirty (30) hours or more per week.

Formula example:

A. Hours of Pay = Sick leave balance 774.25 hours x 40% = 309.70 hours + 80 days x 6 assigned hours/day = 480 hours = 789.70 total hours.

B. Severance Pay = Hours from A x Hourly Rate of Pay
(B) 789.70 total hours x (B) $28.07 hourly rate of pay = Total amount $22,166.88

Upon retirement, the District will contribute an amount equal to the value of the employee's accrued severance pay into a 403(b) account established by the employee exclusively for the purpose of receiving such payment (the "Severance 403(b)"). The employee will not receive direct payment from the District for severance pay.

The amount of the District contribution shall be calculated in accordance with the contract or collective bargaining agreement for such employee.

Upon request of the District, the employee shall provide information needed to determine the amount of the District contribution that may be deposited into the Severance 403(b) without exceeding the applicable IRS limits on annual additions to all tax-deferred accounts held by the employee. The information needed shall be provided regardless of whether the employee has retired or is still employed by the District. For purposes of calculating the deferment limit, the District will provide the employee with contribution information for the last 12 months.

The District contribution to the Severance 403(b) shall be made on the schedule currently used, except that, in the event any such deposit would violate the applicable IRS limits, the Board may adjust the payment schedule as needed.

The retiree will not make any deposits to the Severance 403(b) until the District has paid out the entire amount of severance due.

In the event the full amount of severance cannot be deposited into the 403(b) due to the IRS limits, any amount remaining shall be deposited on the first January payroll in the year following the retirement date (e.g. June 30th retirement, the first payment would be July 31st of the same year and the final payment would be January 15th of the following year).

Section 9.2 • Retiree Group Health & Life Coverage

Any employee may retire prior to Medicare Eligibility Age and receive the same fringe benefits for hospital/health coverage to Medicare Eligibility Age as that stipulated for active employees at the same level of hours in the year prior to retirement, not to exceed:

Full-time employees as defined in Section 6.3: $760.00 per month for retirees electing single coverage, $1480.00 per month for retirees electing 1+1 or Family coverage.

Paraprofessionals, 6-8 hours/day: $760.00 per month for retirees electing coverage.

Paraprofessionals, 4 to <6 hours/day: $380.00 per month for retirees electing coverage.

provided the sum of the employee's age and years of service to the district equals or exceeds seventy-five (75).

Any employee may retire prior to age sixty-five (65) and receive the same fringe benefits for group life coverage to age sixty-five (65) as that stipulated for active employees at the same level of hours in the year prior to retirement, provided the sum of the employee's age and years of service to the district equals or exceeds seventy-five (75).

Employees who have accumulated 10 or more years of continuous service to the district, who are at least 55 years of age, and who voluntarily terminate their employment with the district or whose position has been abolished, may be allowed to continue participation with the district hospital/health group coverage. The complete cost of such coverage shall be paid by the employee on the dates specified by the Employer.

Former employee(s) and the employees' dependents may choose to continue to participate indefinitely in the employer sponsored hospital, health, and dental coverage that the employee participated in immediately before retirement, pursuant to Minnesota Statutes 471.61 subd. 2b.

Article X
Public Obligation

The Employer and the Union mutually recognize the needs of the Public, and that the right of the students and residents of this district to the continuous and uninterrupted operation of their schools is of paramount importance. During the term of this Contract, the Union will not engage in, support, or encourage any work stoppages or slowdowns.

Article XI
Termination of Employment, Discipline, and Personnel Files

Section 11.1 • Probationary Period

Each new employee shall serve a probationary period of one hundred seventy-two (172) work days or one school calendar years' worth of workdays of continuous service and receive a mid-probationary performance review. The Employer may terminate a probationary employee without specifying any cause and without recourse to the grievance procedure.

Section 11.2 • Probationary Period (Promotion)

An employee promoted to a higher classified position shall be on probation for sixty (60) work days during which period the Employer shall have the right to return the employee to his/her former position, subject to the grievance procedure.

Section 11.3 • Termination of Employment

A minimum of two weeks written notice shall be required from an employee before termination of employment. A minimum of two weeks' notice shall also be given the employee by the Employer before lay-off.

Section 11.4 • Employee Discipline

After an employee has completed the probationary period, the Employer may discipline or discharge an employee only for just cause. Disciplinary action shall normally include the following actions and will normally be taken in the following order, except in cases of serious misconduct:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

Employees who are subject to the above actions shall have the right to have union representation, if desired, at any meetings with the district's representative(s), and the right to the grievance procedure.

Section 11.5 • Personnel Files

An employee's personnel file shall be maintained, made accessible, and destroyed in accordance with Minnesota Statutes. An employee shall be supplied with copies of any written disciplinary notices placed in the employee's file and be allowed to attach a written reply to the notice. Any disciplinary notice which has been in the employee's file for at least two (2) years may be removed upon appeal by the employee to the Executive Director of Human Resources. In determining whether removal of the notice is appropriate, the Director of Human Resources shall consider any appropriate factors including, but not limited to: the severity of the conduct referenced in the notice and the employee's conduct since the time of the notice. The employee may have union representation at the appeal, if desired.

Article XII
Grievance Procedure

Section 12.1 • Purpose

The purpose of this Article is to secure, at the lowest possible administrative level, an equitable resolution of any grievance which may arise during the term of this Contract. Whenever used in this Contract, the term "grievance" shall mean any dispute or disagreement as to the interpretation or application of any term or terms of this contract.

Section 12.2 • Representation

Any Administrative Professional/paraprofessional, administrator, the Bargaining Unit, or the Board of Education may be represented at any stage of the grievance procedure by any properly designated person or agent.

Section 12.3 Discipline

The Employer shall not discipline administrative professionals/paraprofessionals except for just cause. Any such disciplinary action shall be subject to review through the grievance procedure, commencing directly with the filing of a written statement of the grievance with the designated central office administrator at the Second Stage of the grievance procedure within ten (10) calendar days after the disciplinary action.

Section 12.4 • Informal Stage

Any Administrative Professional/paraprofessional with a grievance shall first attempt to resolve such grievance through an informal conference with the Principal or other immediate administrative supervisor.

Section 12.5 • First Stage

Any administrative professional/paraprofessional who is not satisfied with the informal adjustment of the grievance must, within fifteen (15) calendar days of the informal conference, file with the Principal or other immediate supervisor a written statement of the grievance on the form set forth in Appendix A signed by the administrative professional/paraprofessional and set forth the facts and state the provisions of this Contract alleged to have been violated. A "class grievance" affecting a group of administrative professionals/paraprofessionals shall be signed by at least one of such administrative professionals/paraprofessionals and a representative of the Bargaining Unit, and may be appealed from one (1) Stage to the next by the Bargaining Unit. The Principal or other administrative supervisor may meet with the administrative professional/paraprofessional to discuss the grievance, and shall indicate the disposition of the grievance, in writing, within five (5) calendar days with a copy to the administrative professional/paraprofessional and to the Bargaining Unit.

Section 12.6 • Second Stage

An Administrative Professional/paraprofessional who is not satisfied with the disposition of the grievance at the First Stage shall file a copy of the written statement of the grievance with the designated central office administrator within ten (10) calendar days after the written grievance response from the First Stage. The Director of Human Resources may meet with the Administrative Professional/paraprofessional to discuss the grievance within ten (10) calendar days after the receipt of the grievance, and shall indicate the disposition of the grievance, in writing, with a copy to the Administrative Professional/paraprofessional and to the Bargaining Unit within ten (10) calendar days of the meeting. If the parties fail to agree or the matter has not been satisfactorily adjusted after the grievance has reached the Second Stage, the Administrative Professional/paraprofessional may appeal the grievance to the Third Stage.

Section 12.7 • Third Stage

Within fifteen (15) calendar days after the Second Stage grievance response, an Administrative Professional/paraprofessional who is not satisfied with the disposition of the grievance at the Second Stage shall file with the Superintendent a written request for a conference with the Board of Education regarding the grievance. At its next meeting, the Board of Education shall set a time for a conference of the Administrative Professional/paraprofessional with the Board, or with a committee or representative of the Board, which conference shall take place within fifteen (15) calendar days of the Board meeting. The Board shall indicate the disposition of the grievance in writing, with a copy to the Administrative Professional/paraprofessional and the Bargaining Unit within fifteen (15) calendar days of the conference. If the grievance is not satisfactorily resolved as a result of such conference, it may be referred to arbitration within fifteen (15) calendar days of the Board's response.

Section 12.8 • Submission to Arbitration

The Bargaining Unit may submit to arbitration any grievance which has been properly processed through the Third Stage of the grievance procedure. The Bargaining Unit must file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) calendar days after the Board's written Third Stage response. Arbitration proceedings shall be conducted according to the Bureau of Mediation Services.

Section 12.9 • Jurisdiction and Authority of Arbitrator

The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Contract. The arbitrator shall have no power to add or subtract from, or change, modify or amend in any way the terms and conditions of employment set forth in this Contract. The decision of the arbitrator shall be binding on both parties, subject to all the limitations of arbitration decisions set forth in the PELRA.

Section 12.10 • Time Limitations

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as a maximum and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent. Failure of a Administrative Professional/paraprofessional or the Bargaining Unit to comply with the limitations specified shall constitute a waiver of the grievance. Failure of an administrator or the Board of Education to act within the time limitations specified shall constitute a denial of the grievance and shall permit the Administrative Professional/paraprofessional or the Bargaining Unit to proceed to the next stage.

Article XIII
Management Rights

Section 13.1 • Authority and Power of the Employer

The laws of the State of Minnesota have vested in the Employer the full authority and power to manage, control, and direct the operation of the school district and to adopt, modify or repeal policies, rules, and regulations for the district. All such authority and power of the Employer shall continue unimpaired, except as limited by a specific provision of this Contract.

Section 13.2 • Provisions Contrary to Law

Any portion of this Contract which violates any provision of the laws of Minnesota or the United States, or rules or regulations promulgated thereunder, either now or hereafter, shall be null

and void and without force and effect. The provisions of this contract shall be severable, and if any provision hereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Contract or the application of such provisions under other circumstances. The Employer and the exclusive representative shall meet to attempt to negotiate an amended clause to replace any invalid provision. However, the Employer reserves the final right to amend any provision of this Contract as necessary to comply with federal or state laws or rules and regulations promulgated thereunder.

Article XIV
Duration and Renegotiation of Contract

Section 14.1 • Term of Contract

This Contract shall become effective on July 1, 2024, and shall continue in full force and effect to and including June 30, 2027, and annually thereafter except as modified or terminated in accordance with the provisions of this Article XIV.

Section 14.2 • Effect of Contract

Any and all prior agreements, resolutions, practices, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Contract are hereby superseded.

Section 14.3 • Termination or Modification

Either party desiring to terminate or modify this Contract must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30, 2027, or at least sixty (60) days but not more than ninety (90) days prior to June 30 of any even-numbered years thereafter.

A notice of desire to modify this Contract shall set forth specifically all proposed modifications sought by the party and all clauses of this Contract for which no modification is sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modification has been given.

After the expiration of the term of the Contract, if either party has given timely notice of intent to terminate or modify this Contract, no step increases shall be granted prior to the negotiation and execution of a new Contract.

Section 14.4 • Negotiations During Term

The parties mutually acknowledge that during the negotiations which resulted in this Contract, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Contract. For the duration of this Contract the Employer and the Bargaining Unit each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Contract, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Contract was negotiated or executed; provided, however, that any and all the provisions of this Contract may be opened for negotiation at any time by mutual consent.

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

INDEPENDENT SCHOOL DISTRICT 284

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284

Chairperson	Date	Union Representative	Date
Clerk	Date	Steward(s)	Date
Executive Director of Human Resources	Date	Steward(s)	Date

School Board approval of this contract was on August 27, 2024.

Appendix A

Independent School District No. 284
Wayzata, Minnesota

Contract Grievance Form

Grievance Number_____
(Assigned by Employer)

Administrative Professional/Paraprofessional Presenting Grievance: Name _____

School _____ Date of Incident: _____

Description of Grievance: _____

_____

_____

Specific Provision(s) of Contract Allegedly Violated:_____

_____

_____

Dated: _____ _____
Administrative Professional/Paraprofessional

_____
Union Representative
(For “class grievances”)

Disposition of Grievance:_____

_____

_____

Dated: _____ _____
Principal or Supervisor

Appeal to Second Stage: Yes No

_____ _____

Signature Date

Second Stage Disposition: _____

_____

_____

_____ _____

Executive Director of Human Resource Services Date

Appeal to Third Stage:
A conference with the Board of Education is hereby requested. Yes No

_____ _____

Signature Date

Appendix B

WAYZATA SCHOOL DISTRICT
ADMINISTRATIVE PROFESSIONAL AND PARAPROFESSIONAL PERSONNEL
CONTRACT SUMMARY

	Work Year	Paid Holidays	Vacation	Snow / Emerg Closing	Health Insurance	Dental Ins	Life Ins	LTD Ins	Paid Breaks	Sick Leave	Personal Leave
Contract Section Reference	**4.1**	**5.2**	**5.1**	**4.4**	**6.3**	**6.7**	**6.2**	**6.4**		**7.1**	**7.4**
CLASS I, II, III											
Administrative Professionals & Technicians	12 month	11	per 5.1	On snow days all report to work when practical and safe	**Minimum of 1608 hrs/yr on memorandum** Eligible District Contribution	Eligible District Contribution	Eligible District Contribution	Eligible District Contribution		Earned at rate of one day / month of employment	**Needs approval:**
	10 month (201 days)	9	None		**1040 hrs/yr (e.g. 6 hr / student day)** Eligible District Contribution	Eligible District Contribution	Eligible District Contribution	Eligible District Contribution	8 hr/day = 2-15 min 6-<8 hr/day = 2-10 min	Value of one day = # hrs worked per week(s) divided by 5 (10)	Earn up to 2 days per year May accrue up to 4 days
		(one of which is floating holiday)			**700 hrs/yr (e.g. 4 hr / student day)** Eligible District Contribution	Not eligible	Not eligible	Not eligible	4-<6 hr = 1-15 min <4hr = No pd break		
Class III					**Minimum of 1608 hrs/yr on memorandum**						
Paraprofessionals	12 month	11	per 5.1	On snow days, all report to work when practical and safe	Eligible District Contirbution	Eligible District Contirbution	Eligible District Contirbution	Eligible District Contirbution	8 hr/day = 2-15 min	Earned at rate of one day / month of employment	**Needs approval:**
	10 month (201 days)	9	None		**1040 hrs/yr (e.g. 6 hr / student day)** Eligible District Contirbution	Eligible District Contirbution	Eligible District Contirbution	Eligible District Contirbution	6-<8 hr/day = 2-10 min 4-<6 hr = 1-15 min	Value of one day = # hrs worked per week(s) divided by 5 (10)	Earn up to 2 days per year May accrue up to 4 days
	Student Days	20<30 hrs/wk=4 30-40 hrs/wk=5 (one of which is floating holiday)	None	On show days, part-time will not report to work	**700 hrs/yr (e.g. 4 hr / student day)** Eligible District Contirbution	Not eligible	Not eligible	Not eligible	<4hr = No pd break		
CLASS IV											
Paraprofessionals	12 month	11	Per 5.1	On snow days, all report to work when practical and safe	**Minimum of 1608 hrs/yr on memorandum** Eligible District Contirbution	Eligible District Contirbution	Eligible District Contirbution	Eligible District Contirbution	8 hr/day = 2-15 min	Earned at rate of one day / month of employment	**Needs approval:**
	10 month (201 days)	9	None		**1040 hrs/yr (e.g. 6 hr / student day)** Eligible District Contirbution	Eligible District Contirbution	Eligible District Contirbution	Eligible District Contirbution	6-<8 hr/day = 2-10 min 4-<6 hr = 1-15 min	Value of one day = # hrs worked per week(s) divided by 5 (10)	Earn up to 2 days per year May accrue up to 4 days
	Student days	20<30 hrs/wk=4 30-40 hrs/wk=5 (one of which is floating holiday)	None	On snow days, part-time will not report to work	**700 hrs/yr (e.g. 4 hr / student day)** Eligible District Contirbution	Not eligible	Not eligible	Not eligible	<4hr = No pd break		

7/1/21

Appendix C

7.6 Special Leaves Without Pay

	Length	Advance notice	Approval from	Replacement	Return Notice & Position	Seniority date	Benefits
		Letter outlining the proposed purpose & length of leave				Retains original date no credit for : salary advancement, time off and other years of service provisions	Eligible w/COBRA No District contribution unless FMLA eligible
Short Term	1 to 29 calendar days	As soon as possible	Building principal	Sub, as necessary	Return as scheduled or give 2 weeks notice of intention Return to same position	Above applies	Above applies
Long Term	30 or more calendar days to one year	30 days notice	Human Resource Sub Committee of School Board	Post temporary position if greater than 3 months as defined in 8.8	All members: give notice of intentions for return 1 month prior to end of long term leave, or by May 1 if leave ends between school years Return to similar position, if none then as defined in 8.5	Above applies Must work 75% of usual duty days to get year of service credit.	Above applies

6/12/2006

Appendix D

ADMINISTRATIVE PROFESSIONAL SELECTION PROCEDURE
(Within Contract Group)

Job Posting # _____ **Title of Posting** _____

Name _____

	Pts.	Total Pts.	
Education/Training			**Max 20 Pts.**
• High School/GED Equivalent	3	_____	
• Post-Secondary or Relevant College Courses	7	_____	
• Training/Workshops	10	_____	
Based on Seniority (Within Contract Group)			**Max 20 Pts.**
• Two Points Per Year for a Maximum of 20		_____	
Administrative Professional Experience			
Max 30 Pts.			
• Typing/Keyboard	6	_____	
• Computer Literacy (Spreadsheet, Data Base, Skyward, Word Processing)	6	_____	
• Record Keeping/Filing	6	_____	
• Public Contact or Receptionist	6	_____	
• Additional Related Experience	6	_____	
Interview	30	_____	**Max 30 Pts.**
Office Skills Tests (Optional)	20	_____	**Max 20 Pts.**

References Has applicant provided three names and telephone numbers of references?
(Circle One) Yes or No

Comments:

_____
_____
_____

Total Points: _____

_____ _____
Signature of Interviewer Date

APPENDIX E

PARAPROFESSIONAL SELECTION PROCEDURE
(Within Contract Group)

Job Posting # _____ **Title of Posting** _____

Name _____

	Pts.	Total Pts.	
Education/Training			**Max 20 Pts.**
• High School/GED Equivalent	3	_____	
• Post-Secondary or Relevant College Courses	7	_____	
• Training/Workshops	10	_____	
Based on Seniority (Within Contract Group)		_____	**Max 20 Pts**.
• Two Points Per Year for a Maximum of 20			
Practical Experience (Within Contract Group)			
Part I - General Paraprofessional			**Max 10 Pts.**
• Ability to work with individual or small groups of students in classroom, lunchroom, etc.	10	_____	or
Part II - Office Paraprofessional			**Max 30 Pts.**
• Typing / Keyboard / Computer Literacy (Spreadsheet, Data Base, Skyward, Word Processing)	20	_____	or
• Record Keeping / Filing / Copying	10	_____	
Part III - Special Education Paraprofessional			**Max 40 Pts.**
• Ability to work with social / behavioral challenges of moderate to severely handicapped students	15	_____	
• Personal care assistance and lifting with students	15	_____	
• Ability to work with individual or small groups of students in classroom, lunchroom etc.	10	_____	
Interview	30	_____	**Max 30 Pts.**
Office Skills Tests (Optional)	20	_____	**Max 20 Pts.**

References Has applicant provided three names and telephone numbers of references?
(Circle One) Yes or No

Comments:_____
_____

Total Points _____

Signature of Interviewer _____ **Date** _____

APPENDIX F

SICK LEAVE ACCUMULATION

Staff having thirty (30) or more accumulated sick days not including days donated to the sick leave bank, in a school year may elect to convert sick leave days to cash. The following conditions will apply. The District will use the sick leave balance as of the end of the fiscal year. The new balance will be reflective of the reduction of days converted to cash. The payment will be made to an eligible 403(b) account within sixty (60) days after the end of the fiscal year on the following basis. Participants must select to participate and have an established 403(b) account.

Accumulated Sick Leave	Number of Days to 403(b)	Amount/six hour employee	Amount/eight hour employee
30-60 days	1 day	$80.00	$100.00
60+ days	2 days	$160.00	$200.00
90+ days	3 days	$240.00	$300.00
120+ days	4 days	$320.00	$400.00
140+ days	5 days	$400.00	$500.00

APPENDIX G

Labor/Management Committee

Local 284-Paraprofessional/Administrative Professionals and Wayzata Public Schools

MEMORANDUM OF UNDERSTANDING

As a part of the 2024-2027 Paraprofessional/Administrative Professionals and Wayzata Public Schools Negotiations process, we agree to meet regularly (e.g. monthly) to impart information which affects the employer and employees and discuss issues/concerns/suggestions which may arise during the terms of this contract.

The committee will consist of:

a. Union Steward(s)
b. Four (4) building representatives appointed by Union Members
c. Executive Director of Human Resources Services

The Union Steward will appoint an alternative for the Union Steward who will be contacted when the Union Steward is not available.

In no way, will this committee alter or change the terms and conditions of employment outlined in the Master Agreement nor will it restrict the rights of Management.

Service Employees International Union Local 284

Shelley Johnson
Contract Organizer

Date: 10/14/24

Union Steward(s) 10/15/24

Date: 10/15/24

Independent School District 284

Director of Human Resources

Date: 10-15-24

APPENDIX H

INTERVENER EXPECTATIONS
Local 284-Paraprofessional/Administrative Professionals and Wayzata Public Schools

MEMORANDUM OF UNDERSTANDING

Whereas, Independent School District 284, Wayzata Public Schools ("District") and Local 284 ("Union") have a common desire to have highly qualified paraprofessionals to work with our students who are deaf and blind.

Whereas, it is in the best interest to clarify expectations and compensate paraprofessionals trained as Interveners fairly.

Be it THEREFORE resolved that:

Interveners will engage in specialized training in which they are paid their hourly rate of pay. The expectation is that engaging in this training also determines their commitment to work with their assigned student as that student moves through the system. Specifically meaning that the Intervener moves with the student E-Transition.

For their services, an Intervener will be paid a stipend of $1200.00 in two installments throughout the school year. ($600 for semester one and $600 for semester two) If an Intervener is not assigned to a student needing Intervener services, they will not be paid said stipend. In addition, Interveners will be expected to substitute for other Interveners when necessary.

Those paraprofessionals trained as Interveners may be excluded from the Seniority bumping process based upon their specialized training.

Once a paraprofessional agrees to be an Intervener, they will be expected to remain an Intervener for the period of five (5) years. Movement into a higher-level position may result in an exception to this five (5) year minimum.

The District and the Union are in agreement with the above language as evidenced by their representatives' signatures below.

Service Employees International Union Local 284

Contract Organizer

Union Steward(s)

Date: 10/14/24

Independent School District 284

Executive Director of Human Resources

Date: 10-15-24

APPENDIX I

Media Specialist Stipends
Local 284-Paraprofessional/Administrative Professionals and Wayzata Public Schools

MEMORANDUM OF UNDERSTANDING

Whereas, Independent School District 284, Wayzata Public Schools ("District") and Local 284 ("Union") have a common desire to have Media Centers that are staffed appropriately and to recognize the additional work done by current Media Paraprofessionals.

Whereas, it is in the best interest of our students and the District to acknowledge the additional work done by our Media Paras who do not have assigned Media Specialists in their buildings.

Be it THEREFORE resolved that:

Media Paraprofessionals at East and West Middle Schools will be additionally compensated for the school year(s) in which they do not have a part time or full time Media Specialist assigned to their buildings.

A stipend of $600.00 per semester for a total of $1,200.00 per year will be paid at the end of each semester period.

If a Media Specialist is reinstated during the school year the additional the amount of the stipend shall be prorated.

The District and the Union are in agreement with the above language as evidenced by their representatives signatures below.

Service Employees International Union Local 284

Shelly Johnson
Contract Organizer

Union Steward(s) 10/15/24

Date: 10/14/24

Independent School District 284

Executive Director of Human Resources

Date: 10-15-24

APPENDIX J

MEMORANDUM OF UNDERSTANDING
SICK LEAVE BANK

Wayzata Public Schools ISD No. 284 and the Administrative Professionals and Paraprofessionals, Local School Service Employees Local 284. Employees agree to establish a voluntary sick leave bank. A sick leave bank is set up to provide additional sick leave to those members of the bargaining unit who have exhausted their sick leave and are experiencing a medical emergency that will require a prolonged absence from work and a substantial loss of income because they have exhausted their accumulated leave.

Donation Eligibility:
1) The employee must be a full-time or part-time member of the bargaining unit eligible for benefits.
2) Must be an active employee and not have submitted a resignation or retirement to the District prior to making the donation.
3) The employee must donate sick days in order to use the sick leave bank.

Donation Process:
1) In order to establish the Sick Leave Bank, all members of the bargaining unit must donate one (1) sick leave day unless the employee submits an election form opting out of membership in the Sick Leave Bank.
2) All donations once made are irrevocable.
3) Donations are not taxed for the donor and are not tax deductible.
4) Days donated are donated at the donor employee's rate of pay.
5) At such time the sick bank balance dips below 30 days, all members of the sick leave bank will contribute one (1) day each. Employees who opt out of this contribution will no longer be a part of the sick leave bank and will lose eligibility for its benefits.
6) New employees will have thirty (30) days in which to opt out of the Sick Leave Bank.
7) Members may opt in to the Sick Leave Bank every year during the first thirty days of the school year and again for the month January.

Eligibility to Receive Sick Leave from the Bank:
1. Must be a full or part time employee eligible for benefits.
2. Must be a contributing member of the Sick Leave Bank.
3. Exhaust all sick and personal accumulated leave. One personal day may be retained.
4. Be eligible for leave under the Family Medical Leave Act (FMLA).
5. Not receiving Worker Compensation, Social Security, or Long-Term Disability. If there is an initial denial from LTD or Worker Compensation who ultimately collects benefits, they will be responsible to cooperate in the repayment to the sick leave bank.
6. Not have submitted a resignation or retirement to the District.
7. Not serving a disciplinary suspension.
8. Employees working less than full time shall be eligible for benefits on a pro-rata basis.
9. Employees may draw from the sick leave bank until they are eligible for Long Term Disability or up to 60 days per school year.

10. The Sick Leave Bank may be used for normal childbirth delivery and recovery shall be limited to 20 days. The amount of time granted from the sick leave bank shall not exceed the maternity disability

period. For example, if a person has 20 days of accumulated sick leave and they are out for a 6-week time period, the sick leave bank would contribute 10 days so that the disability period is covered.

Administration:
1. An employee must apply for benefits under the Sick Leave Bank by completing the necessary forms.
2. The application will be submitted to the Human Resources Department.
3. Decisions are final and not subject to the grievance process.

The District shall provide an accounting of the status and use of the Sick Leave Bank at the end of the year.

In the event that the Sick Leave Bank is dissolved, all days shall be returned to those participating in the bank. All members will receive an equal number of days, with the understanding that no one will receive more days than they contributed to the Bank.

The sick leave bank will be in effect starting October 1, 2024.

This Memorandum of Understanding was established in the 2024-2027 contract.

Contract Organizer

Union Steward(s) 10/15/24

Date: 10/14/24

Executive Director of Human Resources

Date: 10-14-24

APPENDIX K

TWELVE MONTH TECHNOLOGY PARAPROFESSIONAL
Local 284-Paraprofessional/Administrative Professionals and Wayzata Public Schools

MEMORANDUM OF UNDERSTANDING

Due to increased technology needs, the District will be moving from ten (10) month to twelve (12) month Technology Paraprofessionals. Current Technology Paraprofessionals may select to move to a twelve (12) month schedule in 2026-2027 (or the beginning of each following fiscal year). If a current employee moves to twelve (12) months, they are not able to move back to ten (10) months. Current Technology Paraprofessionals, hired prior to 2026-2027, wishing to remain ten (10) month employees may do so. All new Technology Paraprofessionals will be hired as twelve (12) month employees.

Twelve month clarifications are as follows:

1. Defined work year: July 1 through June 30 (including school breaks)
2. Section 3.4 - Wage Rates - Hourly rate/classification of pay remains the same.
3. Section 3.6 - Pay procedures - Payments will be made on a 24 pay period basis.
4. Section 5.1 - Vacations - Twelve month employees will earn one vacation day for each month worked to a maximum of ten (10) days. Additional vacation levels will also apply accordingly.
5. Section 5.2 - Holidays - Twelve month employees will earn holiday pay as articulated (twelve (12) days).
6. Section 7.1 - Sick Leave - Paid sick leave is provided to all employees at a rate of one (1) day per month. (Twelve (12) days)
7. Section 7.4 - Personal Leave - Personal days will remain the same (2 days per year)
8. Section 6.3 - Twelve month employees will be considered full time employees for the purpose of Hospitalization and Medical insurance.
9. Section 9.1 - Twelve month employees that qualify for Article IX, Severance Pay, unused accumulated sick leave used in the payment calculation will increase to 50%.

Service Employees International Union Local 284

Erica Dalager Reed (May 27, 2026 20:37:31 CDT)

Contract Organizer

05/27/2026

Union Steward(s) Stacy Ross

Date: 5/27/26

Independent School District 284

Executive Director of Human Resources

Date: 5/27/26