

Independent School District 284

Wayzata, Minnesota

and the

School Service Employees Local 284

CONTRACT

Regarding Terms and Conditions of Employment for

Community Education Personnel

July 1, 2023 through June 30, 2026

Table of Contents

Article I
Purpose 1

Article II
Recognition and Dues Check-off 1
- Section 2.1 • Recognition 1
- Section 2.2 • Labor Management Committee 2
- Section 2.3 • Dues Check-Off 2
- Section 2.4 • Union Membership 2
- Section 2.5 • Union Orientation 2

Article III
Compensation 2
- Section 3.1 • Job Definitions 2
- Section 3.2 • Professional Development 2
- Section 3.3 • Wage Rates 3
- Section 3.4 • Level Placement on Pay Scales 3
- Section 3.5 • Payroll Procedures 4
- Section 3.6 • Temporary Assignment 4
- Section 3.7 • Split Shift Differential 4
- Section 3.8 • Longevity 4

Article IV
Hours and Overtime 4
- Section 4.1 • Work Determination 4
- Section 4.2 • Overtime and Compensatory Time 5
- Section 4.3 • Pay Procedures for Overtime 5
- Section 4.4 • Snow Days and Emergency Closings 5
- Section 4.5 • Summer Employment 5

Article V
Vacation and Holidays 6
- Section 5.1 • Vacations 6
- Section 5.2 • Holidays 8
- Section 5.3 • Perfect Attendance 8

Article VI
Insurance 8
- Section 6.1 • Group Insurance Policies 8
- Section 6.2 • Life Insurance 8
- Section 6.3 • Worker’s Compensation Insurance 9
- Section 6.4 • Hospitalization and Medical Insurance 9
- Section 6.5 • Dental Insurance 9
- Section 6.6 • Long Term Disability 9
- Section 6.7 • Tax-Sheltered Annuities 9

Article VII
Leaves and Absences 10
- Section 7.1 • Sick Leave 10
- Section 7.2 • Family Emergency Leave 11
- Section 7.3 • Bereavement Leave 11
- Section 7.4 • Personal Leave 11
- Section 7.5 • Family and Medical Leave 12
- Section 7.6 • Military Leave 12
- Section 7.7 • Special Leaves Without Pay 12

Section 7.8 • Jury Duty 12
Section 7.9 • Donation to Sick Leave 12
Section 7.10 • Child Care Leave 13

Article VIII
Seniority 13
Section 8.1 • Seniority Date 13
Section 8.2 • Posting of Seniority Lists 13
Section 8.3 • Layoffs 13
Section 8.4 • Position Elimination and Bumping Procedure 13
Section 8.5 • Recall 14
Section 8.6 • Posting Positions 14
Section 8.7 • New or Open Positions 15
Section 8.8 • Time Addition or Reduction 15

Article IX
Public Obligation 15

Article X
Termination of Employment, Discipline and Personnel Files..... 15
Section 10.1 • Probationary Period 15
Section 10.2 • Probationary Period (Promotion) 15
Section 10.3 • Termination of Employment 16
Section 10.4 • Employee Discipline 16
Section 10.5 • Personnel Files 16

Article XI
Grievance Procedure 16
Section 11.1 • Purpose 16
Section 11.2 • Representation 16
Section 11.3 • Discipline 17
Section 11.4 • Informal Stage 17
Section 11.5 • First Stage 17
Section 11.6 • Second Stage 17
Section 11.7 • Third Stage 17
Section 11.8 • Submission to Arbitration 18
Section 11.9 • Jurisdiction and Authority of Arbitrator 18
Section 11.10 • Time Limitations 18

Article XII
Management Rights 18
Section 12.1 • Authority and Power of the Employer 18
Section 12.2 • Provisions Contrary to Law 18

Article XIII
Duration and Renegotiation of Agreement 19
Section 13.1 • Term of Contract 19
Section 13.2 • Effect of Contract 19
Section 13.3 • Termination of Modification 19
Section 13.4 • Negotiations During Term 19

Appendix A • Childcare Benefits
Appendix B • Progressive Discipline
Appendix C • Labor Management Meetings

Contract

This Contract is made and entered into by and between INDEPENDENT SCHOOL DISTRICT #284, Wayzata, Minnesota, hereinafter referred to as the "Employer", and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 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 Community Ed personnel employed by the Employer at least 14 hours per week or 35% of the normal work week, whichever is less 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 11 PCE 0335 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 subdivision1 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, 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 and premier membership in the Union, and to forward such dues to the Union, for any individual employee who has authorized such dues check-off on a form acceptable to the Employer and the Union. The School District agrees to honor and implement all the terms of dues-check off authorizations submitted by the Union and agreed to by the employee. Such dues shall be remitted to the Union monthly.

The Employer will deduct dues for membership commencing on the first payroll issued fifteen (15) or more calendar days after the dues check-off authorization is filed with the payroll department. Individual employees who have authorized such dues check-off waive all rights and claim for monies and relieve the Employer and all its officers and agents from any liability thereafter.

The Union shall give written notice to the Payroll Office on July 1 of each year specifying the Union's current membership dues.

Section 2.4 • Union Membership

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

Section 2.5 • Union Orientation

The Employer will permit a union steward (or designee) to attend new employee orientations. The steward (or designee) will be permitted to make a fifteen (15) minute presentation to new employees, distribute union information and explain union membership. The union steward (or designee) will be paid for this time during the work day, but will not be paid for time beyond the regularly scheduled work day.

Article III
Compensation

Section 3.1 • Job Definitions

Position descriptions will be made available on the District website for staff to review. As positions are revised or if new positions are created, the Human Resource Services Department will post new position descriptions on the website. When possible, position descriptions will be attached to job postings.

.

Section 3.2 • Professional Development

Employees shall be compensated for all hours for training required by the district. This training will be provided by the Employer. Employees may request an approved absence. When attending required and approved in-services, Community Ed will pay for the staff's time and the workshop fees upon the submission of the receipt to the district.

Section 3.3 • Wage Rates

The hourly rate of positions covered by this agreement shall be based upon the individual's responsibility level as shown in the schedules below.

Employees hired prior to January 1 will move to their appropriate wage/level as of the following July 1. Employees hired after December 31 will move to their appropriate wage/level on July 1 of the following year.

Classifications:

I. Preschool Teacher and Wayzata Kids Lead Program Instructor
II. Preschool Inclusion Assistant and Wayzata Kids Program Instructor
III. Preschool and Wayzata Kids Assistant

Preschool/Wayzata Kids Program Assistant

Level:	2023-24	2024-25	2025-26
1	$16.68	$16.84	$17.52
2	$17.11	$17.28	$17.98
3	$17.37	$17.54	$18.25
4	$17.78	$17.96	$18.68
5	$18.22	$18.40	$19.14
6	$18.61	$18.80	$19.55
7	$19.19	$19.38	$20.16
8	$20.16	$20.36	$21.18
9	$21.36	$21.57	$22.44
10+	$22.20	$22.42	$23.31

Preschool Inclusion Assistant/Wayzata Kids Program Instructor

Level:	2023-24	2024-25	2025-26
1-2	$20.23	$20.43	$21.25
3-5	$21.65	$21.87	$22.74
6-7	$23.15	$23.38	$24.32
8-9	$23.39	$23.62	$24.57
10+	$24.10	$24.34	$25.32

Preschool Teacher/Wayzata Kids Lead Program Instructor

Level:	2023-24	2024-25	2025-26
1-2	$23.25	$26.25	$27.04
3-5	$24.78	$27.78	$28.61
6-9	$26.56	$29.56	$30.45
10-11	$28.21	$31.21	$32.15
12-13	$28.44	$31.44	$32.38
14+	$28.69	$31.69	$32.64

Section 3.4 • Level Placement on Pay Scales

An employee moving between classifications shall be placed on the new wage schedule at the step that is closest to and higher than his or her current rate. A new employee shall normally be placed on Level 1of the wage schedule unless previous work experience or training justifies a higher placement. Previous work experience granted a new employee will count towards longevity levels. The district will notify the union steward(s) of any placement higher than Level

1 when hiring a new employee. Current employees who complete their degree after their initial hire date and have graduated from a 4-year college and earned an Early-Childhood, Elementary Education or a related early childhood degree shall be given a one-time stipend of $500.00. Current employees who earn a two year degree, after their initial hire date, in an Early Childhood related field (including but not limited to child development, child psychology, or an education related degree) will receive a one-time stipend of $250.00.

Section 3.5 Payroll Procedures

Payroll checks will be distributed according to the District's established payroll schedule. Employees will be paid from hourly time cards approved by their supervisor and submitted to the Payroll Department according to established schedules.

Section 3.6 • 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 higher paying position for ten (10) or more working days the employee shall be paid retroactive to the first day of reassignment at the appropriate step of the higher pay scale.

Section 3.7 • Split Shift Differential

If Community Ed employees are scheduled a regular school year or summer split shift, they will receive a $0.50 per hour split shift differential. In order to qualify as a split shift, there must be a minimum of three (3) hours between the employee's regularly assigned shifts. Holidays, non-school/release days, paid time off and additional hours/substitute hours do qualify for the split shift differential.

Section 3.8 • Longevity

	2023-26
After 15 years of service	$0.50
After 20 years of service	$0.75

Article IV
Hours and Overtime

Section 4.1 • Work Determination

Employees whose terms of employment total at least 6 hours/day and 42-weeks/year (1260 hours per year) shall be considered full-time. Employees whose terms of employment total less than 6 hours/day and 42-weeks/year (1260 hours per year) shall be considered part -time.

The work day for employees shall be set by the employee's supervisor. Pay shall be based on actual hours worked exclusive of unpaid breaks. The Employer agrees to notify employees of their starting date, work year, and daily hours by August 1.

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

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) hours 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. Site managers will provide employees a schedule of their break periods. Breaks may be combined into one break period.

Section 4.2 • Overtime and Compensatory Time

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. Accrued compensatory time will be used within the current pay period unless the employee has supervisory approval to carry over the compensatory time.

Section 4.3 • Pay Procedures for Overtime

The Employer shall pay for all pre-approved overtime worked during any given pay period in the following pay period provided the District payroll procedures have been met. Overtime will be approved by the Site Manager, or designee. Unforeseen circumstances shall be considered pre-approved. Staff meetings are mandatory and if an employee's hours go over 40-worked hours within a week, they will be paid overtime.

Section 4.4 • Snow Days and Emergency Closings

If schools are closed, due to snow days or emergency closings, hourly staff do not report to work and will be paid for their normal daily work hours. This includes e-Learning days that were not previously on the school calendar.

If a school is closed for a building emergency (flooding, no water, fire, lack of power, etc.) staff will be reassigned to open positions in other buildings throughout the district.

If school is delayed, Wayzata Kids and Preschool will open according to the late start. Employees will be paid for their normal daily work hours.

In the event the Employer re-schedules a make-up day, all employees will work the re-scheduled day without additional pay.

On District approved e-Learning days, Preschool Teachers may be expected to provide instruction. The District may also have work from home expectations for employees. If employees are asked to work from home, the District will take into consideration the need for technology.

Section 4.5 • Summer Employment

Summer hour options will be offered by the employer annually as early as practical based on enrollments and site needs.

By February 15th of each year, the Community Ed leadership team will request

Community Ed staff submit their preference for summer employment. These requests will be made in writing using the District provided form. Based on student enrollment and site needs, the Employer will attempt to honor the employees' summer employment preferences.

Tentative daily schedules and assignments will be assigned as early as practical but before May 15th. If there is adequate enrollment, employees will be offered an equivalent of their school-year assignment at their school year site(s).

If enrollment necessitates additional staff hours, any additional hours will be offered to staff based on seniority and within their classification.

If the total number of summer employment hours requested by staff, exceeds program needs, the assignment of summer employment will be based on seniority and within classifications.

Summer program planning will be scheduled prior to marketing the summer program to families each year. Program Instructors, who are responsible for summer planning, will be paid at their regular rate of pay for up to (8) hours of prep time, as scheduled by the Community Ed leadership team, during assigned times. Summer planning time may be scheduled on a student-release day or during regular work day at sites. Summer planning time will be in addition to regular daily prep time. As much as possible, summer planning time will not be scheduled during student contact time. Summer planning time is subject to overtime, if the employee's hours go over 40-worked hours within a week.

Article V

Vacation and Holidays

Section 5.1 • Vacations

Staff must be contracted a minimum of 15 hours per week and 52-weeks per year to earn vacation days. Vacation days earned for July and August (two days) will be placed in the employee's balance on July 1st of each year. The days earned for September – June (remainder of earned vacation time) of each fiscal year will be placed in the employee's balance on September 1. Vacation days are equivalent to the regular number of hours scheduled per day in the Wayzata Kids and Preschool programs. If hired during the school year, vacation shall be prorated.

Requests for vacation days must be submitted in writing to the Community Ed Leadership at least two (2) weeks in advance, and must be approved by the Community Ed Leadership. No more than two (2) employees per building may use accumulated leave at the same time; unless at management's discretion, more than two (2) employees can be accommodated. Vacations shall be awarded on a first-come, first-serve basis. If more than two (2) employees request the same time off on the same day, the two (2) employees with the most seniority in childcare will be awarded the time off. Priority will be given to those with earned time prior to approving time off without pay. All time off approvals are based on program needs and program enrollment.

Vacation days cannot be requested as cash payment. Vacation days do not accrue, but may be used up to August 31 of the following year they are earned.

A maximum of seven (7) days of vacation shall be approved during the summer program. For special, unique circumstances employees may submit a written request for up to ten

(10) days of vacation during the summer program. This request will be sent to the Wayzata Kids Coordinator and must be pre-approved.

Employees, who have accrued vacation hours and choose not to work in the summer program, may carryover up to an equivalent of five (5) accrued vacation days into the following school year. These hours must be used during the following school year. Employees who elect not to work during a subsequent summer will maintain their last vacation step, upon returning to 52-week employment.

Vacation days shall be earned based on the following schedules:

A. For Wayzata Kids Personnel, who were hired prior to July 1, 2011, and are contracted a minimum of 30 hours per week and 52 weeks per year:

Vacation Step 1-3 earns five (5) days.
Vacation Step 4-7 earns ten (10) days.
Vacation Step 8-11 earns fifteen (15) days.
Vacation Step 12+ earns twenty (20) days.
Vacation Step 20+ earns twenty-three (23) days.

B. For eligible Community Ed personnel hired after July 1, 2011 and are contracted a minimum of 15 hours per week and 52 weeks per year:

Vacation earned years 1 (one) through 4 (four) earns five (5) days.
Vacation earned years 5 (five) through 7 (seven) earns ten (10) days.
Vacation earned years 8 (eight) through 14 (fourteen) earns fifteen (15) days.
Vacation earned years 15 (fifteen) through 19 (nineteen) earns twenty (20) days.
Vacation earned years 20 (twenty) plus earns twenty-three (23) days.

C. For employees whose District assignment is combined between School Service Employees Local 284 (Administrative Professional and Paraprofessional personnel) and this contract, and are assigned eight (8) hours per day (or 40 hours per week) during the school year Wayzata Kids and Preschool programs and a minimum of seven (7) hours per day (or 35 hours per week) during the summer Wayzata Kids and Preschool programs shall earn vacation days based on the following:

Vacation earned years 1 (one) through 4 (four) earns 5 (five) days.
Vacation earned years 5 (five) through 7 (seven) earns 10 (ten) days.
Vacation earned years 8 (eight) through 14 (fourteen) earns 15 (fifteen) days.
Vacation earned years 15 (fifteen) plus earns 20 (twenty) days.

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 Community Ed vacation time off request procedures, which is approved in conjunction with registration deadlines, not before. Employees who have accrued vacation hours and choose not to work in the summer program, may carry over up to an equivalent of five (5) accrued vacation days into the following school year. These hours must be used during the following school year. Employees who elect not to work during a subsequent summer will maintain their last vacation step, upon returning to 52-week employment.

Section 5.2 • Holidays

Holidays shall be set by the Employer and representative(s) of this bargaining unit shall be notified prior to July 1 of the contract year. Holidays are equivalent to the regular number of hours scheduled per day in the Community Ed program. 52-week employees shall receive eleven (11) paid holidays per year. For employees working less than 52-weeks, they shall be eligible for any paid holidays which fall on days they are scheduled to work.

Section 5.3 • Perfect Attendance

Effective July 1, 2013, full-time (52-weeks) employees who have perfect attendance (no sick leave or non-paid days on regularly scheduled days used) for one full fiscal year (July 1 through June 30) shall earn one (1) floating holiday, to be used during the subsequent fiscal year.

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
Insurance

Section 6.1 • Group Insurance Policies

During the term of this Contract the Employer will purchase the group insurance policies described in this Article. New employees, meeting the eligibility requirements, shall become eligible for insurance 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 insurance 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 insurance benefits by an insurance carrier.

Section 6.2 • Life Insurance

Each full-time employee, as defined in Section 4.1, is eligible for basic group term life insurance 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 Employer agrees, if possible, to secure an insurance carrier for such group term life insurance which shall make available the following program of voluntary supplementary group term life insurance at the expense of the individual employee:

1. Voluntary supplementary coverage without physical examination during the initial enrollment period in an amount equal to the basic coverage provided by the Employer.
2. Voluntary supplementary coverage to a maximum of $500,000 subject to a physical examination at the request of the carrier. 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 the employee shall be paid by the employee through payroll deduction.

Section 6.3 • 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 6.4 • Hospitalization and Medical Insurance

The Employer shall contribute the total premium for each full-time employee, as defined in Section 4.1, who is enrolled for individual coverage in the District sponsored medical and hospitalization insurance plan.

The Employer contribution may be applied to either individual or family coverage.

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 medical insurance plan.

Participation in the insurance program selected shall 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.

Section 6.5 • Dental Insurance

The Employer shall contribute the total premium for single, Employee +1 or Family coverage, for each full-time employee, as defined in Section 4.1 and who is enrolled in the district's dental insurance program.

Section 6.6 • Long Term Disability

The Employer will pay the total premium for each full-time employee, as defined in Section 4.1, in the present Income Protection Plan.

Section 6.7 • 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 shall be implemented no later than twenty-one (21) days

following submission of an accurate application.

The Employer shall 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 as defined in Section 4.1. The match would begin after one (1) year of District service.

The Employer shall 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 following the completion of five (5) years of District service.

The Employer shall 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 following the completion of ten (10) years of District service.

The Employer shall 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 part-time after five (5) years of District service.

Article VII
Leaves and Absences

Section 7.1 • Sick Leave

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 to 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 July 1 of each 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. If required by applicable Minnesota statues, accrued sick leave (up to 160 hours a 12-month period) may also be taken due to illness or injury of an adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent. The employee shall allow employees to use their sick leave for themselves or a relative (as listed above) to provide or receive assistance because of sexual assault, domestic abuse or stalking. District leave forms must be submitted to Human Resources prior to the leave.

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. Sick leave may be used to care for an ill or injured dependent child. A "child" means an individual under eighteen years of age or an individual under age twenty who is still attending secondary school.

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.

After an employee has accumulated their current hourly equivalent of the maximum number of accumulated, unused sick days (140), any days over the maximum, will be converted as follows: one (1) day for each two (2) days of sick leave accumulated beyond one-hundred forty (140) days up to a maximum of six (6) paid days. There shall be no trade-in days allowance for less than two (2) day segments. Those remaining days will be forfeited. The accumulation of trade-in days shall be computed annually at the end of each fiscal year. A cash payment for the trade-in days to be paid on the first scheduled pay period following July 1 of each year.

Section 7.2 • Family Emergency Leave

Upon advance notice and approval by the supervisor an employee may take up to five (5) days of accumulated sick leave due to critical illness in the employee's immediate family. An employee's "immediate family" shall include only spouse, parents, children, grandparents, grandchildren, brothers and sisters, and a relative or close friend normally living in the household.

Section 7.3 • Bereavement Leave

Upon advanced notice and approval by the supervisor, an employee may take up to five (5) days paid 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 noticed an approval by the supervisor, an employee may take up to three (3) days paid leave for the death of a grandparent, sibling's spouse or partner, spouse/partner's parents, spouse/partner's sibling, spouse/partner's grandparents, 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 7.4 • Personal Leave

Full time employees are eligible to earn two (2) days of personal leave per year which will be based on their number of assigned school hours. This leave may accumulate up to three (3) days and will not be deducted from sick leave credits.

Part time employees are eligible to earn one (1) day of personal leave per year which will be based on their number of assigned school hours. This leave may accumulate up to two (2) 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.

Personal days are granted on July 1 of each year.

Section 7.5 Family and Medical Leave

Employees may take leave under the provisions of the Family and Medical Leave act including for the birth or adoption of a child in accordance with all requirements of this federal law.

Section 7.6 • Military Leave

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

Section 7.7 • Special Leaves Without Pay

Special leaves without pay may be granted at the discretion of the Employer. Applications for such leaves shall include the proposed period and purpose for the leave.

An employee granted a 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 during the work year is required to earn credit for all provisions related to years of service. Sick leave, personal leave, holidays and/or vacation is not earned while on leave without pay.

An employee, on an approved leave of absence, 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.

Section 7.8 • 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 7.9 • Donation to Sick Leave

Employees may donate up to two (2) days per year to a fellow member of the bargaining unit who has exhausted their accrued paid leave (sick leave, personal leave and vacation) and is experiencing a hardship.

The number of days donated to an individual shall not extend the individual's paid status greater than one calendar month from the date the individual's accrued

paid leave was exhausted or the end of the school year or contract year (June 30), whichever is reached first. Donated days may only be used for regularly scheduled duty days. The donation to sick leave is voluntary and donated days must be deducted from the donating member's vacation or personal days balance.

Section 7.10 • Child Care Leave

A child care 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 child care 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. Employees 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 seniority lists 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 • Layoffs

Layoffs among positions within classifications shall first be made on the basis of district seniority. The least senior employee within a classification shall be the first employee laid off; provided, however, that employees retained have the qualifications and ability to perform the work available.

Employees placed on layoff will 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 8.5.

Section 8.4 • Position Elimination and Bumping Procedure

The provisions in Section 8.3 shall be the first used if 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 8.5A-B, 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 an affected employee is assigned to a one-to-one management position for a special needs child, then #3 would only apply to the least senior employee assigned to a one-to-one management position. 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.

Before any 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 8.5 • Recall

Employees on layoff will be recalled in seniority order. Employees 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 physical strength to supervise special needs children which the employee is unable to perform and is verified by a physician.

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.

Employees who are recalled have a period of no more than two (2) District work days for the purpose of obtaining further information concerning the position from a designated District administrator or supervisor.

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 8.6 • 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 must complete the on-line Transfer Request form. 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 the union steward at the time of posting.

An assignment that is modified by increasing or decreasing the number of hours by one hour or less, does not drop the employee below the current level of benefit eligibility and involves no building change, is not considered a new position and shall not be posted.

Section 8.7 • New or Open Positions

Open positions will be posted according to the provisions of Section 8.6 of this Contract. When a position is posted, it will first be open only to members of the bargaining unit.

If the position is not filled internally, the District will hire an external candidate.

Section 8.8 • Time Addition or Reduction

Notwithstanding the requirements in Section 8.6 for posting a position, decreases to assigned work time will be taken first from the least senior employee in the building and classification, then the next least senior, etc.

An assignment that is modified by increasing or decreasing the number of hours by one hour or less, does not drop the employee below the current level of benefit eligibility and involves no building change is not considered a new position and shall not be posted. The Union Stewards will be notified of the changes.

Article IX
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 X
Termination of Employment, Discipline, and Personnel Files

Section 10.1 • Probationary Period

Each new employee shall serve a probationary period of ninety (90) work days of continuous service. The Employer may terminate a probationary employee without specifying any cause and without recourse to the grievance procedure. If deemed necessary, the probationary period may be extended.

Section 10.2 • 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 10.3 • 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 10.4 • 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 10.5 • 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 Executive 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. Denial of the Employee's appeal is not subject to the grievance process.

Article XI
Grievance Procedure

Section 11.1 • 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 11.2 • Representation

Any employee, 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 11.3 Discipline

The Employer shall not discipline employees 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 11.4 • Informal Stage

Any employee with a grievance shall first attempt to resolve such grievance through an informal conference with the Site Manager or other immediate administrative supervisor.

Section 11.5 • First Stage

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

Section 11.6 • Second Stage

An employee 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 employee 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 employee 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 employee may appeal the grievance to the Third Stage.

Section 11.7 • Third Stage

Within fifteen (15) calendar days after the Second Stage grievance response, a employee 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 employee 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 employee 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 11.8 • 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 11.9 • 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 11.10 • 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 an employee 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 employee or the Bargaining Unit to proceed to the next stage.

Article XII
Management Rights

Section 12.1 • 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 12.2 • Provisions Contrary to Law

Any portion of the Contract which violates any provisions of the laws of Minnesota or the United States or any 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 this Contract or the applications of such provisions under other circumstances. The Employer reserves the right to amend any provision of this Contract as necessary to comply with federal or state laws or rules and regulations promulgated there under; provided however, the Employer shall first meet with the Union to discuss such amendments.

Article XIII
Duration and Renegotiation of Contract

Section 13.1 • Term of Contract

The Contract shall become effective as of July 1, 2023, and shall continue in full force and effect to and including June 30, 2026, and annually thereafter except as modified or terminated in accordance with the provisions of this Article XIII.

Section 13.2 • Effect of Contract

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

Section 13.3 • 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, 2026, or at least sixty (60) days but not more than ninety (90) days prior to June 30 of any odd-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 13.4 • 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 Union 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 of 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

Chairperson Date

Clerk Date

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284

Business Representative Date

Bargaining Team Date

School Board approval of this contract was on July 10, 2023.

Appendix A

MEMORANDUM OF UNDERSTANDING

Childcare Benefits

Wayzata Public Schools ISD No. 284 and the Community Ed personnel agree for the 2023-26 fiscal years, the Employer will offer childcare benefits as follows:

Children of Community Ed employees who fit the age criteria of the Wayzata Kids program may attend Wayzata Kids free of charge. The staff person must be working while their child is in Wayzata Kids care. If the staff person is not working and their child is in attendance, the employee will be charged a discounted amount as set by the Wayzata Kids Coordinator. Children of these employees must register during the public registration. Staff children must be registered at a site other than where a parent is scheduled to work. The value of the care provided is a taxable employee benefit. This benefit is for children of Wayzata Kids employees and does not cover extended family.

This includes only before and after school childcare, not preschool programs starting the 2024-25 school year.

This MOU expires on June 30, 2026.

For School District 284

By: Stacie Voss

Dated: 8-14-2023

For Community Ed Personnel

By: Amanda Reineck 7/27/23

Dated: Meredith Campbell 7/27/23

Shelly Johnson 8/14/23

Appendix B

MEMORANDUM OF UNDERSTANDING

Progressive Discipline

As part of the 2023-2026 Community Ed personnel and Wayzata Public Schools negotiations process, we agree the following will apply for the 2023-2026 school years:

If an employee meeting may result in discipline:

1. The Employer will notify the Employee of the scheduled meeting at least one (1) day in advance.
2. The Employer will inform the Employee of their right to have union representation and the Employee's responsibility to contact their union representative.
3. If the Employee chooses not to be represented by the Union, the Union is not responsible for the outcome of said meeting.

The parties agree that the above will not apply with allegations of possible criminal activity (e.g. theft, child maltreatment, misuse of District Technology) or other serious allegations as deemed by the Employer.

This MOU will sunset on June 30, 2026.

For School District 284

By: Stacie Vos

Dated: 8-14-2023

For Community Ed Personnel

By: Amanda Peineck 7/27/23

Dated: Meredith Campbell 7/28/23

Shelly Johnson 8/14/23

Appendix C

MEMORANDUM OF UNDERSTANDING

Topics of discussion at Labor Management Meetings

This Memorandum of Understanding ("MOU") is entered into by and between Community Ed Employees ("Union") and Independent School District 284, Wayzata Public Schools ("District").

WHEREAS, the merging of both Preschool Programs has created numerous questions and concerns around topics generally determined to be the right of the Employer per the Public Employment Labor Relations Act (PELRA), the District is interested in working with the Union to ensure a positive work environment. Both parties recognize the value of working together.

WHEREAS, both parties agree to discuss the following issues during the regularly scheduled Labor Management Meetings. The District wishes to listen to the concerns and seek input with ultimately the District making the final decision moving forward.

WHEREAS, the District agrees to these conversations, this is not setting a precedent for conversation around all topics protected by PELRA, nor does it mean that any of the discussed items will become a part of the contract.

The parties agree to engage in discussions around the following topics;

1. Prep Time
2. Professional Development
3. PLC Times and Expectations
4. Conferences - Preparation time and expectations
5. Summer Employment

This MOU will sunset on June 20, 2026.

For School District 284

By: Stacie Voss

Dated: 8-14-2023

For Community Ed Personnel

By: Amanda Reineck 7/27/23

By: Meredith Campbell 7/27/23

Shelly Johnson 8/14/23

WAYZATA PUBLIC SCHOOLS

Excellence. For each and every student.

MEMORANDUM OF UNDERSTANDING
2025-2026
Union Local 284
Community Education Personnel

Wayzata Public Schools ISD 284 and the Community Education Personnel -- SEIU Local 284 agree to the following for the 2025-2026 school year.

The following exceptions to the 2023-2026 Master Bargaining Agreement will apply to the title Preschool Inclusion Assistant.

- Job title will change to Inclusion Assistant

The new title will remain in classification II, and will be inclusive of Inclusion Assistants working in both the Wayzata Kids and Preschool programs.

Nothing in this Agreement may be deemed to establish a precedent or practice or to alter any existing precedent or practice arising out of or relating to any collective bargaining agreement. No party may refer to this Agreement or submit it in any proceeding or case as evidence of a precedent of practice.

Service Employees International Union Local 284

Contract Organizer

Union Steward

Union Steward

12/10/2025
Date

Independent School District 284

Executive Director of Human Resources

12/10/25
Date