INDEPENDENT SCHOOL DISTRICT NO. 720
SHAKOPEE, MINNESOTA

Shakopee Education Association
Shakopee Health Assistants
affiliated with

Education Minnesota, the National Education Association, American Federation of Teachers, and the AFL-CIO

Collective Bargaining Agreement

July 1, 2026-June 30, 2028

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INDEPENDENT SCHOOL DISTRICT NO. 720
SHAKOPEE, MINNESOTA

2026-2028 Agreement

This contract is made and entered into by and between INDEPENDENT SCHOOL DISTRICT No. 720, Scott County, Minnesota, hereinafter referred to as the "Board, District, or Employer," and the SHAKOPEE EDUCATION ASSOCIATION, hereinafter referred to as the "Association."

ARTICLE I. RECOGNITION CLAUSE

Section 1. For purposes of this Contract, the term Health Assistants shall mean all licensed practical nurses and two-year registered nurses employed as Health Service Assistants by Independent School District No. 720, Shakopee, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding licensed school nurses, supervisory and confidential employees, and part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week, or employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year.

Shakopee Health Assistants must hold a minimum of a two–year college or vocational degree and the appropriate license when required by the school district.

Dues deduction: When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President.

Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct one sixteenth (1/16) of such dues from the regular pay check of the bargaining unit member for each pay period for 16 pay periods. The deductions will begin in October. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the School District. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and the last full paycheck in June.

ARTICLE II. WORK ASSIGNMENTS

Section 1. Work Assignments: Work assignments will be made by the Principal in charge of the building, program administrator, and/or the Manager of Human Resources.

Section 2. Posting of Vacancies: All permanent vacancies will be posted for a period of five (5) days. A permanent vacancy is defined as one anticipated to last more than four months.

Section 3. Application for Vacancies: Employees covered by this policy must submit an application in writing prior to the closing date of the posting. The final decision will be based on the overall qualification of all applicants and rests with the Director of Human Resources.

Section 4. Administrative Transfer: The district reserves the right to make an administrative transfer involving two permanent employees without posting the position. Transfers of this nature will be discussed with the association prior to final disposition.

Section 5. Support Staff Realignment: The district reserves the right to realign support staff assignments at any time in order to meet the changing needs of the educational program. If the realignment involves a demotion to a lower classification, the district will set the pay for the new position at the rate closest to, but not greater than, what the employee was previously making.

Section 6. Pay Equity Realignment: The district reserves the right to realign positions for the purposes of Pay Equity Compliance. Realigned positions will not be posted.

ARTICLE III DUTY YEAR

Section 1. Work Year

Subd. 1. The work year for Range I employees shall be from 532 hours to 1560 hours per year. Range I employees are eligible to receive sick, holiday and personal leave on a prorated basis.

Subd. 2. The work year for Range II employees shall be in the range of 1561 to 1820 hours per year. Generally, these employees work ten (10) months, forty-four (44) weeks per year, eight (8) hours per day arranged at District discretion. Range II employees are eligible to receive sick, holiday and personal leave on a prorated basis.

Subd. 3. The work year for Range III employees shall be in a range of 1821 hours to 2080 hours. Generally, these employees work twelve (12) months, fifty-two (52) weeks per year, eight (8) hours per day arranged at District discretion. Range III employees who work from 1821 to 2080 hours are eligible to receive sick, holiday, vacation, and personal leave on a prorated basis.

Section 2. For employees, who work a flexible schedule where days/hours vary, payment for the holidays shall be prorated based on the employee's hourly rate, the average number of regular hours worked per day, and the range the employee falls within (range I, II, or III.)

ARTICLE IV. HOURS OF SERVICE

Section 1. Basic Day: The number of hours authorized for each position shall be established by the School Board on the basis of the requirements of the job and financial resources of the District. A one-half hour, unpaid, duty free lunch break and two fifteen (15) minute breaks will be provided for Health Assistants employees who work at least eight (8) hours per day in a regularly scheduled position.

Section 2. Working Hours: The individual daily hours will be scheduled by the principals and/or supervising director**,** subject to the approval of the district.

Section 3. Additional Responsibilities: Health Assistants may be expected to assist at special school events. If so, they will be paid at their regular rate, according to their pay scale.

Section 4. **Overtime**: Overtime will be paid at the rate of time and one-half of the employee's regular rate for time above 40 hours per week. Overtime must have the prior approval of the appropriate administrator.

Section 5. **Substitute Rate**: In the event that a Health Assistant is pulled from their regular position to occasionally fill in for another employee that may be at a different pay grade or step, the Health Assistant will not receive a decrease or reduction in pay. The Health Assistant will retain their regular rate of pay provided that the substitution is on an occasional basis and does not exceed more than five consecutive working days. If unable to find an LPN and the district has to hire an RN, the RN will receive a $1.00 per hour stipend.

Section 6. **Emergency School Closings**

1) **Subd. 1.** Health Assistants who are unable to report to work when a Connected Learning Day (CoLD) is utilized by the district have the following options available: Take a pay deduction for the day missed.
2) Take a Personal Day if one is available.
3) Make-up the day of work through arrangement with their direct supervisor. In some cases this will be possible only if the employee is willing to perform duties not included in their job description.

5). Take an Emergency Leave Day (Range I and II)
Report to work.

ARTICLE V. HOLIDAYS

Section 1. For employees who work a regular schedule, payment for the holidays shall be prorated based on the employee's hourly rate, the average number of regular hours worked per day, and the range the employee falls within (range I, II, or III.) The July 4th holiday shall be paid only to those employees whose regular schedule includes that day.

Section 2. For employees, who work a flexible schedule where days/hours vary, payment for the holidays shall be prorated based on the employee's hourly rate, the average number of regular hours worked per day, and the range the employee falls within (range I, II, or III.)

Section 3. A new employee in the first year of employment will be credited with vacation on a pro-rated basis for the average number of days/hours worked in the year.

Section 4. Range III employees shall be eligible for eleven (11) paid, as follows:

1. Labor Day
2. Thanksgiving
3. Friday after Thanksgiving
4. December 24th
5. December 25th
6. New Years Eve Day
7. New Years Day
8. Memorial Day
9. Fourth of July

10 & 11. Plus two (2) floating holidays.

Section 5. Range II employees shall be eligible for nine (9) paid holidays, as follows:

1. Labor Day
2. Thanksgiving
3. Friday after Thanksgiving
5. December 25
6. New Years Eve Day
7. New Years Day

4. December 24th
8. Memorial Day
9. Plus one (1) floating holiday.

Section 6. Range I employees shall be eligible for seven (8) paid holidays, as follows:

1. Labor Day
2. Thanksgiving
3. Friday after Thanksgiving
4. December 24th
5. December 25
6. New Years Day
7. Memorial Day
8. Floating Holiday

ARTICLE VI. VACATIONS

Section 1. All vacations shall be taken during a time which is agreeable to the building principal and/or supervising director.

Section 2. July l will be the anniversary date by which an employee's days of vacation shall be computed.

Section 3. The ninety (90) day probation period shall not count toward vacation days if employment is terminated at the end of the probationary period.

Section 4. Employees will be allowed to carry over ten (10) vacation days above their annual accrual rate into the following school year to be used by December 31st by written request to Human Resources. The total vacation period taken in any one year shall not exceed thirty (30) days.

Section 5. Each month, or major fraction of a month, of employment between the date of employment and July l shall entitle the employee to annual vacation days according to the following schedule:

Years of Service	Range III Rate
1. 1 - 72 months:	0.84 days per month a maximum of ten (10) days.
2. 73 - 168 months:	1.25 days per month a maximum of fifteen (15) days.
3. 169 months and over:	1.67 days per months to a maximum of twenty (20) days.

Section 6. Range I and Range II employees are not eligible for vacation.

Section 7. Use of Summer Break Time During the School Year: A Range II employee will be allowed to take up to five (5) days off during the regular work year with the prior approval of the building principal or supervising director. Days taken under this provision can be made up during the summer break.

ARTICLE VII. SICK/MEDICAL LEAVE

Section 1. Sick Leave

Subd. 1. For employees who work a regular schedule, payment of sick leave shall be prorated based on the regular hours worked per day. For example, earning one four (4) hour day of sick leave shall entitle the employee to use one four (4) hour day of sick leave. For employees who work a flexible schedule where days/hours vary, the employee may use accrued sick time at a prorated amount based on the average number of hours worked/week. Sick leave may be taken in two (2) hour increments.

Subd. 2. Range I employees covered under this policy, will earn one sick day per month up to a total of twelve days per year.

Subd. 3. Range II employees covered under this policy, will earn one and one fourth (1.18) sick leave day for each month worked, up to thirteen (13) days per year.

Subd. 4. Range III employees covered under this policy, will earn one and one fourth (1.25) sick leave day for each month worked, up to fifteen (15) days per year. Sick leave days shall be used on the same hourly basis as earned.

Subd. 5. Unused sick leave may accumulate to a maximum of one hundred thirty (130) days. The accumulation of unused sick leave will be calculated from September 1 of 1961 when a definite sick leave policy was adopted, or from the beginning of employment, whichever is the later date.

Subd. 6. For any absence or illness of over two (2) days, a doctor's excuse may be required.

Subd. 7. Unused sick leave: One day of vacation will be given for each six (6) days of unused sick leave over 130 days. There is no proration. Vacation earned under this provision is not collectable until the following year.

Section 2. Family/Medical Leave: Eligible employees shall be granted leave and benefits to which they are entitled pursuant to the Family and Medical Leave Act. Policy #410 FMLA is located on the district website in the policy library. http://www.shakopee.k12.mn.us/Page/3399

Subd. 1. An employee who is requesting to take a leave for medical reason has the following duties:

a. Inform the Director of Human Resources in writing of the intention to take the leave as soon as possible.
b. The application shall include the beginning date and return date for the Medical leave.
c. When an employee is returning from an approved leave for medical reasons, he/she must provide a minimum of two weeks notice of intent to return to work, and may be required to present evidence by a competent physician of the employee's capability of performing the job duties. At the time of return, if the employee's previous position is no longer available, the employee may be re-employed to the first vacancy for which he/she is qualified, at or below current classification. If employee returns to position below current classification, that employee will be permitted to use previous status when being considered for future openings.

Subd 2. Supplemental Major Medical Leave: Any employee who has completed ten (10) years of employment with the school district shall be granted, as a

supplement to the above sick leave, thirty (30) days of major medical leave for hospital confinement to be used after all accumulated sick leave days have been used by the employee.

Subd. 3. Illness of other persons: Each employee will be allowed no less than 160 hours per year (this is non-accumlative) for serious health conditions or injury to adult children, mother, father, spouse, sibling, grand parent, step parent and in-laws of the same degree. The employee will be allowed five(5) days per year, non-accumulative, for sickness or injury of aunt, uncle, grandchild, brother in law, sister in law and inlaws of the same degree. The leave for these days will be granted upon a written request of the employee. Days used for family illness will be deducted from sick leave. In the event an employee's mother and father become ill in the same year, the employee shall be allowed an additional five (5) days under this paragraph.

Subd. 4. Transfer of Sick Leave: In case of an extended illness resulting in qualification for long term disability benefits where the employee does not have an adequate amount of accumulated sick leave to carry through until the disability benefits begin, any employee may transfer one (1) day of his or her available unused sick leave to the employee on disability. Such a transfer would result in a one day reduction of sick leave benefits from the transferring employee.

ARTICLE VIII. MISCELLANEOUS LEAVES OF ABSENCE

Section 1. Parenting Leave: Parenting leave shall be granted by the school district, subject to the provisions of this article and applicable state and federal laws, and is unpaid. Unpaid Parenting Leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd 1. An employee making application for parenting leave shall inform the Human Resources Department in writing of intention to take the leave at least three calendar months, or 30 calendar days in the event of adoption, before commencement of the intended leave. If the birth or placement of a child requires the parenting leave to begin in less than 30 calendar days, the Educational Associate employee shall provide such notice as feasible.

Subd. 2. The application shall include the beginning date and return date for the parenting leave.

Subd 3. If the reason for the parenting leave is occasioned by pregnancy, an employee may elect to utilize sick leave during the period of the employee's disability pursuant to the sick leave provisions of this agreement. The employee shall also provide at the time of the leave application, a statement from the health care provider indicating the expected date of delivery.

Subd. 4. The following rules apply to the duration, nature and timing of the requested parenting leave.

a. In approving a parenting leave of absence, the School District shall not be required to grant any leave for more than a total of twelve (12) work weeks of leave during any 12 month period and may grant this leave up to twelve (12) months. The entitlement to leave for parenting purposes shall

expire at the end of the twelve (12) month period beginning on the date of such birth or placement. Where a husband and wife are employed by the same school district, the aggregate total of childbirth leave shall not exceed 12 months.

b. Failure of the Health Assistant to return pursuant to the date determined as the end of the leave shall constitute grounds for discharge.

c. An employee returning from parenting leave shall be re-employed in a position for which the employee was qualified prior to the leave, provided the employee returns on the date approved by the superintendent or his/her designee.

d. Leave under this section shall be without pay or fringe benefits except as required by state or federal law. An employee on parenting leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as she/he wishes to retain, commencing with the beginning of the parenting leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section.

e. The parties agree that periods of time for which the employee is on parenting leave shall not be counted in determining the completion of probationary period.

Section 2. Personal Leave:

Subd.1. Health Assistants will be granted two (2) days (non-accumulative) of personal leave per year, prorated according to the average hours worked per day.

Subd. 2. All personal leaves must be requested at least one week in advance of the date of absence.

Subd. 3. An employee need not state the reason for the request for personal leave.

Subd. 4. Employees may not use personal leave during the final ten (10) student contact days of the school year. Under special circumstances, personal leave may be taken during the final ten (10) days at the discretion of the Director of Human Resources, whose decision shall not be subject to the grievance procedure.

Subd. 5. Personal Leave can be used for emergency school closings.

Subd. 6. The Director of Human Resources may approve emergency use of personal leave with less than one-week notice. No more than two employees per building per day may receive regular (non-emergency) personal leave. However, additional employees per building may receive non-emergency personal leave at the Director's discretion, subject to the district's operational needs. In considering additional requests for personal leave for a day when at least one employee is already approved for personal leave, the Director may request and consider an employee's reasons for requesting a personal day. The Director's decision shall be final and not subject to grievance.

Subd. 7. In the event of a district emergency, the limitation on the number of support staff who may take personal leave at any one time may be subject to change.

Subd. 8. Up to two unused personal leave day may be carried over into the following school year, to a max of four personal leave days.

Section 3. Bereavement Leave: Each employee will be allowed five (5) days for death of a mother, father, spouse, child, step-child, mother-in-law, father-in-law, sister or brother, in-laws of the same degree, grandchild, or any member of the employee's immediate household who has resided there for more than one year. Two days for the death of an uncle, aunt, grandparent, niece, nephew, and in-laws of the same degree will be allowed.

Section 4. Emergency Leave:

1. An employee may be granted an emergency leave with pay at the discretion of the Superintendent or his/her designee for up to two (2) days per year. These days are non-accumulative and for situations that arise requiring the employee's attention which cannot be attended to when school is not in session and which are not otherwise covered under policies. These days shall be deducted from sick leave.
2. Deaths, funerals, court appearances, estate settlements, and illness of daycare provider are examples of when this leave may be granted.
3. Requests for emergency leave must be made in writing to the Superintendent or his/her designee at least (3) days in advance of the absence whenever reasonably possible. The request must state the reason for the proposed leave.
4. An emergency leave day normally shall not be granted for the day preceding or the day following a break in the calendar, nor the first five (5) or the last five (5) days of the school year.
5. Additional leave may be granted in extreme emergencies at the discretion of the Superintendent or his designee.

ARTICLE IX. TUITION REIMBURSEMENT

The school district may reimburse each employee up to $250 tuition expense in any contract year for post-secondary credits. The credits must be submitted in writing for preapproval by the superientendent. Credits must be successfully earned and reported to the district before payment is made, and do not qualify for the Continuing Education Unit increase

ARTICLE X. INSURANCE

Section 1. Eligible Employees: Only employees regularly employed at least thirty (30) hours or more per week for a total of at least 1032 hours (exclusive of holidays) will be eligible for insurance benefits.

Section 2. Group Health Insurance: The school district shall make the following contribution for any employee who participates in the voluntary group medical insurance plan in force in the Shakopee school system.

Group Health Insurance Rates

2026-2027

	Plan	Annual Premium Contribution	Annual VEBA/HSA Contribution
Single			
	$2,600/$5,200 Deductible	$9,057.85	$1,300
	$5,000/$10,000 Deductible	$9,057.85	$1,500
EE+1/Family			
	$2,600/$5,200 Deductible	$14,578.73	$2,300
	$5,000/$10,000 Deductible	$14,578.73	$2,600

2027-2028

	Plan	Annual Premium Contribution	Annual VEBA/HSA Contribution
Single			
	$2,600/$5,200 Deductible	$9,601.32	$1,300
	$5,000/$10,000 Deductible	$9,601.32	$1,500
EE+1/Family			
	$2,600/$5,200 Deductible	$15,453.45	$2,300
	$5,000/$10,000 Deductible	$15,453.45	$2,600

Subd. 1. The rates set forth in Section 2 apply only to employees who meet the minimum eligibility standards as set forth in Article IX, Section 1.

Section 3. Dental Insurance: Effective July 1, 2026 through June 30, 2028, the school district shall make the following contribution for any employee who participates in the school district's voluntary group dental insurance plan.

Monthly	Annual
$70.00	$840

Subd. 1. The rates for dental insurance set forth in Article X, Section 3 apply only to employees who meet the minimum eligibility standards as set forth in Article IX, Section 1.

Section 4. Income Protection Insurance: The school district shall pay up to a maximum of one hundred fifteen ($115.00) dollars per employee for income protection insurance.

Section 5. Life Insurance: The school district shall pay the premium cost of two (2) times the basic annual earnings up to a maximum of $70,000 of a term life group insurance policy for each employee for the term of this agreement. In the event of accidental death, the insurance will pay double the specified amount.

Section 6. Married Couples Employed By The District: In the event that two (2) school district employees are married and eligible for School District provided health and hospitalization insurance, the School District will contribute the Employee (single) rate once it is established which spouse is choosing either employee + 1 or family. Each member of the couple must be a qualified employee for health benefits.

ARTICLE XI. DEFERRED COMPENSATION

Section 1. Commencing with the 1998-99 school year, full-time support staff and part-time support staff, on a pro-rata basis, are entitled to a matching School District contribution to the Minnesota Deferred Compensation Plan (Minn. Stat. 352.96 and 356.24(a)(4)) or a Tax Sheltered Annuity (Minn. Stat. 356.24 and Internal Revenue code 403(b)) on the following basis:

- 0 - 3 years of actual service to the Shakopee School District.
- In excess of three (3) years of actual service to the Shakopee School District 2.5% of salary.
- Deferred Compensation matches will be made effective the first payroll of the next open enrollment after they have completed three years of service with the district.

Section 2. An employee retiring and receiving retirement benefits from PERA immediately upon leaving the district and who has completed at least twenty (20) years of full-time service with the school District shall be eligible to continue participation in the district group medical hospitalization, dental, and life plans, if permitted by the terms of the policy with the insurance carrier but shall pay the entire premium for such insurance coverage(s) commencing with the date of retirement. It is the responsibility of such employee to make arrangements with the school district's business office to pay to the school district the monthly premium amounts in advance and on such date as determined by the School District. The employee's right to continue participation in these group

insurance's, however, will be discontinued upon the employee attaining eligiblity for Medicare unless adressed differently by Minnesota statute.

Section 3. Payments due, under Article XI Section 2, shall be paid by the school district on the next pay date following retirement, and no benefits under this Article shall be granted any employee who is discharged for cause by the school district.

ARTICLE XII. PROBATION, RESIGNATION, AND DISCHARGE

Section 1. All new employees shall be on probation for a period of ninety (90) working days. After the probationary period the employee will be, if retained, a regular employee of the district and entitled to the privileges thereof. If the 90 working day probationary period extends past the date of 7/01, the step increase shall still occur for that employee.

Section 2. Probationary Period – Transfers/Promotions: An employee transferred or promoted shall serve a probationary period of 45 working days. During this 45 day probationary period if it is determined by the school district that the employee's performance in the new position is unsatisfactory the school district shall have the right to reassign the employee to her/his former classification or equivalent position.

Section 3. Upon completion of probation, an employee may be suspended without pay or discharged for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

ARTICLE XIII. SENIORITY DATE

Section 1. Employees shall acquire seniority upon completion of the probationary period as defined by this policy and upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by the policy. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the school district.

ARTICLE XIV. REDUCTION IN FORCE

Section 1. The principle of seniority within job classification shall apply in any reduction in force, provided the incumbent employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority right to recall, within job classification, in seniority order for a period of accumulated seniority or twelve (12) months whichever is the lesser amount.

ARTICLE XV. RETIREMENT

Section 1. All employees are required by law to belong to the Public Employees Retirement Association. Contributions to the PERA fund will be deducted from each employee's check at the rate required by law. Membership in the coordinated plan will necessitate deductions at the PERA current rate and for Social Security at the current rate.

ARTICLE XVI. CONTINUING EDUCATION

Effective September 16, 2019 the district will no longer accept continuing education credits (CEU's) for pay increases except for those individuals who previously had a CEU increase approved by the district

ARTICLE XVII. JURY DUTY

Section 1. When employees of the district are ordered by the courts to report for jury duty or are subpoenaed for court duty, they will be relieved from their regular duties in the district that would conflict with this order. When relieved from jury duty during the day, the employee is to return to the school for the remainder of that day. Absences for jury duty are to be arranged with the supervisor or Director of Human Resources as soon as the court order is received by the employee. Absences for jury duty will not count in calculating absence limitations in other policies of the school district. The salary paid to the employee during absences for jury duty shall be at the regular rate less the fee paid to the employee by the court for this jury duty.

ARTICLE XVIII. GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A grievance shall mean an allegation by an employee, supported by the Association, resulting in a dispute or disagreement between the employee and the Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in the Agreement.

Section 2. Representative: The administrator or Board may be represented during any step of this procedure by any person or agent designated by such party to act in his/her behalf. The employee will be represented by the Association or its designee to act in his/her behalf during all steps of the formal procedure.

Section 3. Definitions and Interpretation:

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

Subd. 2.

Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3.

Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4.

Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4.

Time Limitation and Waiver: An effort shall first be made to adjust an alleged grievance informally between the employee and the Board's designee. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period, hereafter provided, shall constitute a waiver of the grievance.

Section 5.

Adjustment of Grievance: The school district and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1.

Level I.

If the grievance is not resolved through informal discussions, the appropriate administrator shall give a written decision on the grievance including reasons therefore to the parties involved within five days after receipt of the written grievance.

Subd. 2.

Level II.

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within ten days after receipt of the appeal. Within five days after the meeting, the Superintendent or his/her designee shall issue a decision in writing, including reasons therefore, to the parties involved.

Level III.

In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 15 days after the meeting, the Board shall issue its decision in writing, including reasons therefore, to the parties involved. At the option of the Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the Board. The Board shall then render its decision in writing, including reasons therefore, to the parties involved.

SECTION 6: BOARD REVIEW

The Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the Board reviews a grievance under this section, the Board reserves the right to reverse or modify such decision.

SECTION 7: DENIAL OF GRIEVANCE

Failure by the Board to issue a decision at Level III within the time periods provided herein shall constitute a denial of the grievance and the Association may appeal it to the next level.

SECTION 8: ARBITRATION PROCEDURE

In the event that the health assistant, supported by the Association, and the Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein…

Subd. 1. **Notification.** A notification to submit a grievance to arbitration must be in writing, signed by the Association, and such paperwork must be filed in the office of the Superintendent within 15 days following the decision in Level III of the grievance procedure.

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

Subd. 3. **Selection of Arbitrator.** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached within the ten days, either party may request the Bureau of Mediation Services to provide a list of arbitrators from which one will be chosen, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. The failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. **Submission of Grievance Information.** Upon appointment of the arbitrator, the appealing party and the Board may within five days after notice of appointment, forward to the arbitrator the submission of the grievance, which shall include the following…

A. The issues involved.
B. Statement of the facts.
C. Respective position of the grievant or Board.
D. The written documents relating to Article VII, Section 5 of the grievance procedure.

Subd. 5. **Hearing.** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator.

Subd. 6. **Decision.** Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject to the limitations of arbitration decisions as provided by P.E.L.R.A.

Subd. 7. **Expenses.** Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the

arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. **Jurisdiction.** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

SECTION 9: MISCELLANEOUS

Subd. 1.

Records. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from health assistant personnel files.

Subd. 2.

Policy Grievance. A health assistant, supported by the Association, who alleges he/she is aggrieved regarding the application or misinterpretation of existing policies duly promulgated by the Board of the District may file a grievance which shall be known as a "policy grievance". Such a grievance may be processed under the existing grievance procedure except that the final step shall be Level III.

ARTICLE XIX. RATES OF PAY

Section 1. Longevity: An employee reaches longevity the school year following when the employee has completed fourteen (14) years of continuous service.

a. Once the employee reaches step 10 of the wage schedule, they remain at step 10 for one year and advance to step 11 the following year. An employee reaching step 12 will remain at step 12 until the employee has completed 14 years of continuous service.

b. The years at step 10 or 11 must have been completed before July 1.

c. Employees who have either promoted or reclassified to a higher grade level and who experienced a drop in step placement as a result shall move to the longevity rate once they have completed fourteen (14) years of continuous service.

Section 2. Stipend Pay:

Subd 1. Health Assistants who hold a 2-year RN License shall receive an additional stipend of $2.00 per hour.

Subd 2. Health Assistants who work at two or more locations as part of their normal schedule in their work assignment shall receive an additional stipend of $1.00 per hour.

Section 3. The following rates of pay shall be in effect from July 1, 2026 through June 30, 2028.

Licensed Hourly Rate

Salary Schedule

Step	2026-27
5	$27.76
6	$28.23
7	$28.66
8	$29.07
9	$29.53
10	$29.74
11	$30.18
12	$31.15
13	$31.15
14	$31.15
15	$32.45

Step	2027-28
5	$28.46
6	$28.93
7	$29.36
8	$29.77
9	$30.23
10	$30.44
11	$30.88
12	$31.85
13	$31.85
14	$31.85
15	$33.15

SIGNATURES

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

For:
Shakopee Education Association

_____
President

_____
Secretary

_____
Chairperson, Negotiations Committee

Dated:_____

For:
Independent District No. 720

_____
Chairperson

_____
Clerk

Dated:_____