

2026-2027 / 2027-2028

Master Agreement Between

**School Board of
Independent School District 282**

and

School Service Employees, Local 284

Support Professionals/Nutrition Services

It is the St. Anthony New Brighton School District's policy to provide equal educational opportunity for all students and to provide equal employment opportunity for all employees. The district does not discriminate in admission, treatment, employment or access to its programs or activities. In addition, the School District does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation or age.

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Article I: Purpose of Contract

Section 1 Parties. This Contract, entered into between the School District of Independent School District 282, St. Anthony, Minnesota, hereinafter referred to as the School District, and the School Service Employees, Local No. 284, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Support Staff and Nutrition Services employees during the duration of this Contract. Unless otherwise noted, the provisions in this contract apply to Support Staff and Nutrition Services employees.

Article II: Recognition of Exclusive Representation

Section 1 Recognition. In accordance with the PELRA, the School District recognizes the School Service Employees Union, Local 284 as the exclusive representative of Support Staff and Nutrition Services employees employed by the School District. The Union shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Contract.

Section 2 Appropriate Union. The Union shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2 of this Contract and as certified by the Director of the Bureau of Mediation Services (Case No. 76-PR-1009A and Case No. 76-PR-863-A).

Article III: Definitions

Section 1 Terms and Conditions of Employment. Shall mean the hours of employment, the compensation therefore including fringe benefits and personnel policies affecting the working conditions of the employees that are established by this Contract.

Section 2 Description of Appropriate Unit. For the purpose of this Contract, the term employee shall mean all Nutrition Services, Para Educators and Clerical Support personnel employed by Independent School District No. 282 excluding supervisory employees, confidential employees, part-time employees whose employment does not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week, or temporary employees employed for less than sixty-seven (67) work days per calendar year.

Section 3 Full Time/Part Time. A full time employee is one who works at least 30 hours per week. A part-time employee is one who works less than 30 hours per week.

Section 4 School Board. Shall mean the School District of Independent School District 282 or its designated representative.

Section 5 Other Terms. Terms not defined in this Contract shall have those meanings as defined by the PELRA.

Article IV: School Board Rights

Section 1 Inherent Managerial Rights. The Union recognizes that the School District is not required

to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the function and programs of the School Board, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, and number of personnel.

Section 2 Management Responsibilities. The Union recognizes the rights and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with the primary obligation to provide educational opportunity for the students of the School District.

Section 3 Effect of Laws, Rules and Regulations. The Union recognizes that all employees covered by this Contract shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The Union also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract. The School District, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State. Any provision of this Contract found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4 Reservation of Managerial Rights. The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Contract are reserved to the School District.

Article V: Union Rights

Section 1 Right to Views. Nothing contained in this Contract shall be construed to limit, impair or affect the right of any employee or the representative of any employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Union.

Section 2 Right to Join. The School District agrees that all employees shall have the right to join or not to join the Union. The School District will not discriminate for or against any employee with respect to the hours, wages, or other terms established by this Contract because of membership or non-membership in the Union.

Section 3 Request for Payroll Deduction, Authorization, and Remittance.

- Subd. 1 Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty (30) days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty (30) days of the deduction.

The notice will include certification from the Union that the Union has and will

maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or canceled their authorization in writing in accordance with the terms of the original authorizing document.

Subd. 2 The check-off dues shall be made each month and transmitted to the Union together with a list of names of the employees from whom deductions were made.

Subd. 3 The Union hereby warrants and covenants that it will defend, indemnify and hold the School Board harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the Union as provided herein.

Section 4 Union Orientation and Access to Information.

Subd. 1 Within twenty (20) calendar days from the date of hire of an employee, the District will provide the following contact information to the Union: name, job title, worksite location (including location within a facility when appropriate), home address, work telephone number, home and personal cell phone numbers on file with the District, date of hire, work email address, personal email address on file with the District, wage, number of hours normally scheduled in a day, number of duty days contracted for, and whether the position is a nine (9) month, ten and one half (10.5) month, or twelve (12) month assignment. The District will provide this information to the Union in a format acceptable to the Union. The district shall inform the union representative(s) and steward(s) of all new hires immediately upon hire. The Union steward and or business agent will be given an opportunity to address employees regarding membership in the collective bargaining unit for thirty (30) minutes within thirty (30) calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in paid status. The District will make every reasonable effort to provide at least five days' notice in advance of an orientation. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

Subd. 2 The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of the collective bargaining agreement, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance of business of the Union, consistent with the District's generally applicable technology use policies. The District will allow the Union to meet with bargaining unit members in

District facilities regarding collective bargaining, the administration of the collective bargaining agreement, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, provided such allowance does not interfere with the District's business operations.

Article VI: Insurance

Section 1 Life Insurance. The School District shall contribute one hundred percent (100%) of the monthly premium cost of a fifty thousand dollar (\$50,000) group term life insurance policy for all eligible and enrolled employees. The group life insurance policy will provide one hundred thousand dollars (\$100,000) in the event of accidental death. For employees who work at least fifteen (15) hours but less than thirty (30) hours, the district shall contribute one hundred percent (100%) of the monthly premium cost of a twenty-five thousand dollar (\$25,000) group term life insurance policy, and a fifty thousand (\$50,000) dollar accidental death policy.

Section 2 Income Protection. The School District shall provide each eligible employee, group income protection coverage subject to the following conditions:

- Subd. 1 The policy shall have a ninety (90) day continuous calendar day waiting period before benefits begin.
- Subd. 2 The policy shall provide a benefit of 2/3 of the employee's monthly salary to a maximum of \$2,000 per month. In no case shall the employee's total net compensation while on disability exceed the normal net compensation of that employee.
- Subd. 3 The policy shall provide for benefit payments to an age in compliance with the Age Discrimination Employment Act or to termination of disability, whichever comes first.

Section 3 Hospitalization. For the 2026-2027 and 2027-2028 school years, a hospitalization plan with surgical, major medical, and clinical coverage will be provided with a District contribution following Article X, Section C of the teacher's contract (See attachment at the end of this contract).

The District shall offer a high-deductible health insurance plan coupled with a VEBA/HRA in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible VEBA/HRA plan shall receive a District contribution to a VEBA/HRA account set up for that employee. The following provisions shall apply to the high-deductible VEBA/HRA plan offered by the District.

- Subd. 1 Single coverage: The School District shall contribute according to Article X, Section C of the teacher's contract.
- Subd. 2 Dependent Coverage: The School District shall contribute according to Article X, Section C of the teacher's contract.
- Subd. 3 Timing of Deposits: VEBA/HRA deposits will be made twice annually. Deposits

will be made once on October 1st or next business day if a weekend and on February 1st or next business day if a weekend.

- Subd. 4 Administrative Costs: The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' VEBA/HRA accounts.

Section 4 Dental Insurance. The District shall establish and maintain a dental insurance plan for all eligible employees during the 2026-2027 school year according to the rates below.

	Base District Rate	Base Rate Employee	Total Monthly Premium
Single	\$37.78	\$4.88	\$42.66
Family	\$90.60	\$21.48	\$112.08

For the 2026-2027 school year, the District and employee will share equally (50/50) any increase in total monthly premium above the district's rate. The District's contribution for 2027-2028 shall be equal to the District's base rate plus 50% of any increase beyond the total monthly premium as follows:

	Base District Rate	Base Rate Employee	Total Monthly Premium
Single	\$37.78	\$4.88	\$42.66
Family	\$90.60	\$21.48	\$112.08

Section 5 Tax Sheltered Annuity. Employees may voluntarily participate at their cost, in a School District approved tax sheltered annuity program. All employees are allowed to make a change or addition once per calendar year. Employees making additions, adjustments, or cancellations of Tax Sheltered Annuity programs must notify the School District by October 1st of the school year of participation. A change could be made after October 1st for the following events: a marriage, divorce, or death of a spouse; birth or adoption of a child; loss or change of job by spouse. The district will notify employees via email by September 15th of the upcoming due date.

Section 6 Payroll Deductions. The difference between the monthly premium cost of the group insurance plan (single or family) and the School District's contribution established by Section 3 of this Article, shall be paid by enrolled employees through payroll deduction.

Section 7 Voluntary Participation. Participation by any eligible employee in the insurance plans established by this Article is voluntary. Eligible employees who choose not to participate shall receive no additional compensation in lieu thereof.

Section 8 Claims Against the School Board. The School District and the Union agree that any

description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policies contracted by the School District and an insurance carrier pursuant to this Article. The School District's obligation is to contract for insurance policies and to contribute such amounts as established by this Article.

Section 9 Eligibility. To be eligible for the full insurance contributions established by this Article, an employee must be employed for a normal work week of thirty (30) hours or more. Employees who work at least twenty (20) hours per week but less than thirty (30) hours shall be eligible for the insurance contribution on a prorated basis if they are eligible to participate under the terms of any existing insurance contracts.

Section 10 Duration of Contribution. School District contributions established by this Article shall cease the day following an employee's discharge, resignation, retirement, lay off, death, or exhaustion of paid absence benefits established by Article VIII. This does not apply to scheduled periods of non-employment.

Article VII: Salaries

Section 1 Support Professionals Pay Grades. The following positions are grouped in pay grades based on the employer's job evaluation system. Any position changes in pay grade or addition of new positions will be negotiated as needed. When a new position is added to the following wage schedule, the employee(s) in that position shall receive retroactive pay to the time when the employee(s) entered the bargaining unit or that position, whichever occurred later.

<u>Pay Grade 1</u> • Lunch/Playground Assistant <u>Pay Grade 2</u> • Media Center Assistant • Hall Monitor (HS) <u>Pay Grade 3</u> • Instructional/Special Ed Paraeducator • Volunteer Coordinator (WP) • Office Assistant (CS) • Van Driver <u>Pay Grade 4</u> • Student Services Coordinator • Counselor Administrative Assistant (HS) • ISS Attendance Supervisor • Health Assistant	<u>Pay Grade 5</u> • Elementary School Administrative Assistant • Middle School Administrative Assistant • High School Administrative Assistant • Administrative Services Coordinator • Technology Support Specialist I • Accounts Payable • Community Services Administrative Assistant • Special Education Administrative Assistant/Receptionist • District Administrative Assistant • Athletics/Activities/Facilities Administrative Assistant <u>Pay Grade 6</u> • Technology Support Specialist II
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Employees hired prior to July 1, 2000, whose job positions have been placed in a lower pay category through the job evaluation process will remain in their current pay category until such time as they terminate service with the School District. Employees hired after July 1, 2000, will be paid pursuant to the contract.

Schedule Notes:

1. Monthly rate of pay is determined by taking the hourly rate times 173.33.
2. Pay equity adjustments will be granted as required by the Pay Equity Act.
3. An incumbent in a position that is reclassified at a lower pay grade will remain at the existing pay grade. New Employees will enter at the newly reclassified pay grade.

Section 2 Support Professionals Salary Schedule.

Support Professional Salary Schedule

2026-2027						
Step	Pay Grade 1	Pay Grade 2	Pay Grade 3	Pay Grade 4	Pay Grade 5	Pay Grade 6
1	\$ 18.41	\$ 19.51	\$ 20.24	\$ 22.01	\$ 22.42	\$ 31.87
2	\$ 19.27	\$ 20.99	\$ 21.20	\$ 23.02	\$ 23.43	\$ 32.94
3	\$ 20.19	\$ 21.47	\$ 22.20	\$ 24.03	\$ 24.46	\$ 34.47
4	\$ 21.03	\$ 23.50	\$ 23.99	\$ 26.13	\$ 26.57	\$ 37.62
5	\$ 21.78	\$ 24.25	\$ 24.74	\$ 26.88	\$ 27.32	\$ 38.37
6	\$ 22.58	\$ 25.05	\$ 25.54	\$ 27.68	\$ 28.12	\$ 39.17

2027-2028						
Step	Pay Grade 1	Pay Grade 2	Pay Grade 3	Pay Grade 4	Pay Grade 5	Pay Grade 6
1	\$ 18.96	\$ 20.10	\$ 20.85	\$ 22.67	\$ 23.09	\$ 32.83
2	\$ 19.85	\$ 21.62	\$ 21.84	\$ 23.71	\$ 24.13	\$ 33.93
3	\$ 20.80	\$ 22.11	\$ 22.87	\$ 24.75	\$ 25.19	\$ 35.50
4	\$ 21.66	\$ 24.21	\$ 24.71	\$ 26.91	\$ 27.37	\$ 38.75
5	\$ 22.43	\$ 24.98	\$ 25.48	\$ 27.69	\$ 28.14	\$ 39.52
6	\$ 23.26	\$ 25.80	\$ 26.31	\$ 28.51	\$ 28.96	\$ 40.35

Positions are grouped in pay grades based on the employer's job evaluation system. If the employee's job is rated higher by the current Job Evaluation Committee than the previous ranking, the employee shall receive payment at the higher rate of pay retroactive to one month prior to the decision of the committee. Employees that move to another Pay Grade shall be placed on the same step level they held in their former Pay Grade.

Section 3 Nutrition Services Salary Schedule.

Hourly Rates of Pay

<u>Cook Manager</u>	<u>2026-2027</u>	<u>2027-2028</u>
Step 1	\$ 24.92	\$ 25.67
Step 2	\$ 25.68	\$ 26.45
Step 3	\$ 29.21	\$ 30.09
Step 4	\$ 30.01	\$30.91

<u>Assistant Cook Manager</u>	<u>2026-2027</u>	<u>2027-2028</u>
Step 1	\$ 23.74	\$ 24.45
Step 2	\$ 24.19	\$ 24.92
Step 3	\$ 25.07	\$ 25.82
Step 4	\$ 25.87	\$ 26.65

<u>Nutrition Services Worker II</u>	<u>2026-2027</u>	<u>2027-2028</u>
Step 1	\$ 20.49	\$ 21.10
Step 2	\$ 21.18	\$ 21.82
Step 3	\$ 21.79	\$ 22.44
Step 4	\$ 22.59	\$ 23.27

<u>Nutrition Services Worker I</u>	<u>2026-2027</u>	<u>2027-2028</u>
Step 1	\$ 20.11	\$ 20.71
Step 2	\$ 20.77	\$ 21.39
Step 3	\$ 21.41	\$ 22.05
Step 4	\$ 22.21	\$ 22.88

HS/MS Cook Manager to receive \$1.50 above the regular step schedule of the Cook Manager.

Section 4 In-Charge Payment - Nutrition Services. Employees assigned by the School District to perform the duties and responsibilities of a higher paid classification, shall be paid at the wage rate of the higher paid classification at the employee's current step.

- Subd. 1 Substitute for cook managers and/or HS/MS Cook Manager at Step 1 of cook manager pay schedule. If the cook manager from Wilshire takes over the responsibilities of HS/MS cook manager there shall be no reduction in pay or vice versa.
- Subd. 2 Substitute Nutrition Services employees shall be paid at Step 1 of the Nutrition Services Worker I schedule (non-staff members).

Section 5 Uniform Allowance - Nutrition Services. Employees shall be provided a yearly uniform allowance. Those employees working thirty (30) or more hours/week shall receive \$180 and those employees working less than thirty (30) hours/week shall receive \$140. They are not to exceed those amounts. The money is used to purchase required and approved uniforms or shoes. Payments will be made in October upon the submission of receipts. Employees separating from employment prior to the completion of the normal work year shall receive a pro-rated deduction from their uniform allowance. The District shall provide each employee with aprons and shirts.

Section 6 Reimbursement Nutrition Services. The District agrees to pay the fee for membership in the MN School Nutrition Services Association and reimburse employees for attending job-related conferences and completing job-related classes including SERVSAFE.

Section 7 Certification Nutrition Services. Employees who have an active Minnesota School Nutrition Services Association Certificate will receive the following additional compensation per work hour effective the date of filing the certificate in the District Office.

Level I = \$.55 Level II = \$.65 Level III = \$.75 Level IV = \$.95

Section 8 Overtime Nutrition Services. Saturday work hours shall be paid at 1 1/2 times employee's regular hourly rate and Sunday work hours shall be paid 2 times employee's regular hourly rate.

Section 9 Longevity - Support Professionals and Nutrition Services. Employees shall receive additional hourly amounts of pay after they have completed the indicated number of years of service in the bargaining unit as listed below:

After 5 years of continuous service \$0.45
After 10 years of continuous service \$0.70
After 15 years of continuous service \$0.95

After 20 years of continuous service \$1.20

Section 10 In-Charge Payment. An additional \$.80 per hour will be paid to library aides for each complete normal work day when the librarian for that station is scheduled to be off-duty due to reduction in force.

Section 11 Lunch and Break Time. Two fifteen minute breaks, or the equivalent, will be allowed as a part of an eight hour day. Lunch time will be for one-half hour during the work day but is not a part of the eight hour work day. One fifteen minute break will be allowed for employees with less than an eight hour assignment. Lunch time for less than full-time will be one-half hour, but is not part of the work day.

Section 12 Salary Schedule Placement. New employees will be placed on the wage schedule at the beginning step of the schedule. However, placement up to and including Step 5 may be authorized by the Superintendent following advance consultation with the union stewards.

Section 13 Step Advancement. Employees shall advance on the Salary Schedule in accordance with the following:

- Subd. 1 **Probationary Period.** Following proficient completion of the probationary period established by Article XV, Section 1, employees will be advanced one step on the Salary Schedule.
- Subd. 2 **Annual Step Advancement.** Employees hired between July 1 and December 31 shall be advanced one step on the Salary Schedule effective as of the following July 1 and each July 1 thereafter until the top step of the Salary Schedule is reached. Employees hired between January 1 and June 30 shall be advanced one step on the Salary Schedule as of July 1 of the following calendar year and each July 1 thereafter until the top step of the Salary Schedule is reached. Employees hired at and placed on Step 2 or 3 of the Salary Schedule will advance on the steps as outlined in Subd. 1 of this Article.
- Subd. 3 **Promotional Advancement.** Employees promoted to a higher paid job classification who are placed on Step 1 of the Salary Schedule, will be advanced one step on the Salary Schedule following 90 consecutive days of employment or July 1 whichever comes first.

Section 14 Pay Day. Employees shall be paid on the 15th and last day of each month, commencing on approximately September 15th and ending on approximately June 30th.

Section 15 Mileage. Employees who are required to use their personal vehicles in the performance of assigned duties shall be reimbursed at the current federal mileage reimbursement rate.

Section 16 Substitute and Former Employees. Daily Substitutes shall be paid at the Pay Grade 1 Step 1. Long Term Substitutes who work 30 consecutive days will be paid at Pay Grade 1 Step 2 rate starting day 31. Former Employees (defined in Article III Section 2) will be paid at the Pay Grade 1 Step 2.

Section 17 Promotion Nutrition Services. Employees who are promoted to a higher paid job classification shall be placed on the wage rate step which is above that of the employee's previous job classification wage rate.

Article VIII: Paid Absence

Section 1 Vacation. Employees who work at least 30 hours per week shall receive vacation in accordance with the following:

Subd. 1 Employees working at least 30 hours/week

<u>Years of Employment</u>	<u>Hours Earned per Month</u>
Start of employment through five years	6 2/3 hours
Start of the 6th year of employment through 10 years	10 hours
Start of the 11th year of employment through 15 years	14 hours
Start of the 16th year of employment & thereafter	16 hours

Subd. 2 Hours earned are based on a 40 hour normal work week. Employees who resign or are dismissed during the first 90 calendar days of the employment (probationary period) shall not earn vacation.

Subd. 3 In general, vacation leave shall be scheduled at times during the employee's work year that do not interfere with school operation. All vacation leave requests for days while students are in session must have the prior approval (two weeks prior to the vacation) from the direct supervisor, the superintendent or designee. Employees will have confirmation or denial of requests within two duty days.

Subd. 4 An employee who has earned but not used vacation days at the end of the school year shall be compensated by July 15th of next fiscal year for the following number of vacation days according to the schedule below:

Start of employment through five (5) years - 4 days
6th year of employment through ten (10) years - 7 days
11th year of employment through eighteenth year (18th) year - 10 days
19th year of employment and thereafter 13 days

Subd. 5 Employees who work at least 30 hours per week shall receive their yearly annual vacation at the start of each school year. If an employee's employment terminates

for any reason before the school year ends, any vacation time taken prior to actual accrual amount (identified in Article VIII, Section 1 Subd. 1) will be deducted from the employee's final paycheck.

- Subd. 6 Vacation Day Carryover - Nutrition Services: Full Time employees may carry over up to 15 days of vacation.

Section 2 Vacation (Less Than 30 Hour Employees). Bargaining unit employees who work less than 30 hours per week shall accrue annual leave as follows:

One-half (1/2) day per year for years one through five.

One (1) day per year after five (5) years of service in the school district.

Three (3) days per year after ten (10) years of service in the school district.

Section 3 Wellness Incentive - Support Staff. Bargaining unit employees who do not utilize sick leave day from July 1 of one year to June 30 of the subsequent year shall receive: payment of compensation earned in two (2) normal work days for each eligible employee. This payment will be made on August 15th of the year following the fiscal year in which no sick leave was used. Eligible employees for this benefit must notify the Business Office by June 15th.

Section 4 Sick Leave. Bargaining unit employees are eligible for sick leave as follows:

- Subd. 1 Sick leave with pay shall be granted to eligible support staff employees in the amount of one (1) day per month and to eligible Nutrition Services employees in the amount of twelve (12) days per year for absences necessitated by:
- 1.1 the illness of an employee which prevents the adequate performance of job duties and responsibilities;
 - 1.2. the serious illness of a member of the employee's immediate family for which other reasonable arrangements for care cannot be made; and
- Subd. 2 After two (2) or more consecutive work days of earned sick time usage, the District has the right to verify the use of sick leave by requiring the submission of a written report of a medical authority.
- Subd. 3 For the purposes of this section, immediate family shall mean: father, mother, spouse, child, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, significant other, parents of significant other, or children of significant other.
- Subd. 4 The amount of time granted due to a death in an employee's immediate family shall be determined by the Superintendent. Leave taken under this Subdivision will not impact the wellness incentive referenced in Section 2 of this Article.
- Subd. 5 Unused sick leave may be accumulated to a maximum of 130 days for Support Staff and 125 days for Nutrition Services.

- Subd. 6 Sick leave for employees who do not work a normal work year will be prorated based on 1 (one) day of sick leave for Support Staff and 1.25 (one and a quarter) for Nutrition Services each month of employment.

Section 5 Personal Leave. Three (3) personal leave days shall be granted each normal school year for all employees for incidents involving special obligations or emergencies which cannot be scheduled on non-duty days and are not authorized under other paid leave provisions. This deduction will not affect the wellness incentive in Sec. 3. Such days shall be granted by the Superintendent according to the following guidelines:

- Subd. 1 A satisfactory explanation and prior approval by the Superintendent shall be necessary if the personal leave day requested falls on a day immediately preceding or following school calendar holidays and scheduled recess periods.
- Subd. 2 Personal leave days taken at other times shall require no explanation. The employee shall, however, state in writing prior to the absence that the leave is to be taken for important personal business, not of a recreational nature, that cannot be conducted on a non-duty day.
- Subd. 3 In emergency situations, a written request for personal leave may be submitted after the fact. It is understood that the employee will assume the responsibility in such an emergency of notifying his/her supervisor at the earliest possible time.
- Subd. 4 Examples of some legitimate claims for personal leave:
- Closing procedures for sale or purchase of home.
 - Urgent legal matters or matters related to the settlement of a relative's estate.
 - Special examinations administered by universities in connection with degree programs.
 - Religious observances.
 - Pallbearer or funeral services of close relative, or very close friend, not covered by other paid absences provisions. \
 - Weddings in immediate family or attendant at a wedding of a close friend.
- Subd. 5 Examples of some situations that will not receive approval for personal leave with pay:
- Personal recreation activities.
 - Interview and examinations for other positions outside of the system.
 - Convention attendance with spouse.
 - Activities which are for profit or pay.
- Subd. 6 Under no circumstances may personal leave be used to engage in a strike, picketing, bannering or any other concerted activity regarding conditions of professional service or policies of the School Board or in activities which disrupt the normal activities of any school.
- Subd. 7 Personal leave days may accumulate to a maximum of five (5) days.

- Subd. 8 Employees may with written request to payroll by June 15 cash out up to one (1) personal leave day a year at their current hourly rate.

Section 6 Worker 's Compensation Policy.

- Subd. 1 Upon the request of an employee who is absent from work as a result of a compensable injury or illness under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation received pursuant to the Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation.
- Subd. 2 A deduction shall be made from the employee's earned accrual of vacation or sick leave according to the pro-rata portion of sick leave or vacation days which are used to supplement the Worker's Compensation benefit.
- Subd. 3 Such payment shall be paid by the School Board to the employee only during the period of disability.
- Subd. 4 In no event shall the additional compensation paid to the employee by virtue of sick leave and/or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- Subd. 5 An employee who is absent from work as a result of an injury or illness compensable under the Worker's Compensation Act who elects to receive sick leave and/or vacation pay pursuant to the provisions of this Section shall submit the employee's compensation check endorsed to the School Board.

Section 7 Holidays. Holidays for those employees working twelve and one-half (12.5) hours or more per week and up to forty (40) hours per week shall be prorated based on hours worked. The following fourteen (14) days are to be considered paid holidays:

12 month	10.5+ month	9 month
New Year's Day	New Year's Day	New Year's Day
Martin Luther King Day	Martin Luther King Day	Martin Luther King Day
Presidents' Day	Presidents' Day	Presidents' Day
Good Friday	Good Friday	Good Friday
Memorial Day	Memorial Day	Memorial Day
Juneteenth	Juneteenth	Labor Day
July 4th	Labor Day	Thanksgiving Day

Labor Day	Thanksgiving Day	Friday following Thanksgiving
Thanksgiving Day	Friday following Thanksgiving	Christmas Eve
Friday following Thanksgiving	Christmas Eve	Christmas Day
Christmas Eve	Christmas Day	New Year's Eve
Christmas Day	New Year's Eve	
New Year's Eve		
1 Float (Determined by Superintendent or designee)	2 Float (Determined by Superintendent or designee)	3 Float (Determined by Superintendent or designee)

Employees who are working during the summer session: that employee will receive holiday pay for Juneteenth and Independence Day (substituted for floating holidays during the academic school year), provided they are actively performing summer session work on the days immediately preceding and immediately following those specified holidays. The total number of holidays for employees will still be 14 days. The floating holidays will be determined by the Superintendent or designee.

To be eligible for paid absences established by this Article, an employee shall be employed for a normal work week of thirty (30) hours or more per week. Employees working at least twelve-and-one-half (12.5) but less than thirty (30) hours per week shall earn prorated benefits.

Employees shall receive paid absences as follows:

30+ hours per week: three (3) personal days, holidays, vacation (Article VIII Section 1) , and sick leave.

12.5 but less than 30 hours per week: three (3) personal days, holidays, vacation (Article VIII Section 2) and sick leave.

Section 8 Jury Duty. Bargaining unit employees summoned to jury duty may be granted paid absence, not deducted from sick leave, for the normal work days the employee is required to serve on jury duty. Employees granted paid absence for jury duty shall be paid their normal daily salary less jury duty fees for each normal work day the employee is required to serve on jury duty.

Section 9 Bereavement Leave.

Support Staff: Upon advance notice and arrangement with the Superintendent, up to five days paid leave, noncumulative, may be used for the attendance at or arrangement of the funeral of employee's spouse, child, parent, dependents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, significant other, parents of significant other, children of significant other or brother or sister of significant other. Additionally, upon advance notice and arrangement with the Superintendent, up to two (2) days paid leave, noncumulative, may be used and be deducted from sick leave in the event of the death of the employee's aunt, uncle, cousin, niece, nephew, grandparent,' grandchild' as well as in-laws or stepfamily members of the same relationship, or any person who has been a member of the employee's household immediately prior to the death of the individual. Bereavement leave for immediate family members will not be

deducted from sick days. Additional days may be granted at the discretion of the Superintendent.

Nutrition Services: Upon advance notice and arrangement with the district, up to five days paid leave, noncumulative, may be used for the attendance at or arrangement of the funeral of an employee's spouse, child, parent, dependent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, nephew, grandparent, grandchild, aunt, uncle, significant other, parent or significant other, child of significant other, or brother or sister of significant other.

Section 10 Bobbie's Clause - Nutrition Services. At the discretion of the Superintendent, bereavement leave may be granted due to the death of a co-worker in the same unit.

Article IX: Unpaid Leaves of Absence

Section 1 Child Care Leave. The School Board will grant a leave to an employee who makes a written application for such a leave subject to the following:

- Subd. 1 The employee shall submit a written application for a child care leave to the School Board at least 90 calendar days prior to the desired commencement of the leave except in the case of adoption. In that case the employee should, upon learning of the date of adoption, submit a written application for a request of child care leave to the School Board.
- Subd. 2 Child care leave will commence at a date mutually agreed upon, not to exceed fifteen (15) calendar months. Upon signifying an interest to return to duty in writing, the School Board shall determine a mutually agreeable date of return. If there is no mutual agreement the School Board shall establish the date of return after taking into consideration individual characteristics and capacities, the ability to perform the duties of employment, efficiency, willingness to return to work, and the staff assistant's program. Employees shall be reinstated to their original position of like status. In the case of childbirth, the School Board may request the employee to furnish a statement from the employee's attending physician to help determine personal medical safety.
- Subd. 3 The employee shall retain all seniority and fringe benefits which had accrued prior to taking the child care leave.
- Subd. 4 This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.
- Subd. 5 Employees may simultaneously use their accumulated sick leave during the Family Medical Act (FMLA) absence only to the extent of the employee's six (6) weeks period of disability or eight (8) weeks of cesarean birth as certified by the employee's attending physician.
- Subd. 6 A parent may take up to 6 weeks paid leave out of their accumulated sick leave balance to care for their child and the child's mother.

Section 2 Leave of Absence Without Pay. A leave of absence without pay may be approved by the School Board upon the recommendation of the Superintendent, to employees who request such a leave in writing.

- Subd. 1 An employee on leave of absence without pay will not earn credit for advancement on the salary schedule or accumulated sick leave benefits during the period of the leave of absence.
- Subd. 2 The duration of a leave of absence without pay shall be for up to one (1) year. Under unusual circumstances, a one (1) year extension of the leave of absence may be approved. Failure of the employee to request and be granted an extension or to return to duty at the end of the leave of absence without pay will thereby terminate the employee's employment with the School District.
- Subd. 3 The employee shall retain all seniority and fringe benefits which had accrued prior to taking leave of absence without pay.
- Subd. 4 This shall be a leave of absence without pay, during which an employee shall not accrue fringe benefits, seniority, or be eligible for School Board insurance contributions.

Section 3 Leave of Absence for Disability. The School Board will grant a leave of absence for disability without pay to employees who incur a disabling injury or illness, which prevents them from performing their job duties and responsibilities. The leave shall be for a period commencing on the date of the expiration of sick leave or from the date of income protection benefit eligibility, whichever occurs first, for a period of twelve (12) consecutive months unless the employee requests in writing a leave for a period of less than 12 consecutive months.

- Subd. 1 The employee shall retain all seniority and fringe benefits which had accrued prior to taking leave of absence for disability.
- Subd. 2 This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

Section 4 Failure to Return from Leave. Employees who do not return to duty at the expiration of a leave of absence provided by Section 1, 2 and 3 of this Article shall be considered to have resigned, except in extenuating circumstances.

Section 5 Continuation of insurance. Employees on an approved leave of absence established by Section 1, 2, and 3 of this Article may continue to participate in the group insurances established by Article VI, to the extent permitted by the insurance policy, at the employee's personal expense. An employee electing to continue participation in the group insurance programs shall arrange to pay the full monthly premiums through the District Office. Any insurance benefit based upon income shall be calculated on the salary received during the last year the employee was on duty.

Article X: Hours of Work

Section 1 Normal Work Day. An employee's normal work day will be eight (8) hours for Support Staff and six (6) hours for Nutrition Services, excluding a duty-free unpaid lunch period of 30 minutes. Employees shall have a fifteen (15) minute rest break, or to otherwise be relieved from work duties to utilize the nearest convenient restroom, within each four (4) consecutive hours of work.

Section 2 Normal Work Week. The normal work week of a full-time employee will be five (5) normal work days.

Section 3 Normal Work Year and Student Contact Days. Employees in this bargaining unit shall have an established annual work year consisting of a minimum of one hundred seventy-four (174) work days. Work days consist of student contact days, professional development, and/or days determined by the School District.

Subd. 1 Modifications to Work Year: Any modification, increase, or reduction to the established 174-day work year schedule must be mutually agreed upon and negotiated between the School District and the Union.

Section 4 Scheduled Work Hours/Work Year. The district will notify each employee of scheduled work hours and work year in a reasonable fashion. The district will make every effort to provide notice at least two weeks prior to the start of the school year. Supervisors will notify employees in writing whether employees are required to attend workshops before the regular year starts and whether the employees will be paid for attendance at those workshops.

Section 5 Scheduled Work Year. The scheduled normal work year shall not be changed without prior consultation with affected employees and thirty (30) calendar days written notice of change, except in an emergency.

Section 6 Overtime.

Support Staff: Pre-approved hours by the Superintendent (or designee) worked under the following conditions shall be considered overtime.

Subd. 1 **Weekly Hours** worked in excess of a normal work week, as defined by Section 2, shall be paid at the rate of 1 and 1/2 times the employee's hourly rate of pay.

Subd. 2 **Holidays Hours** worked on a holiday, as established by Article VIII, Section 7, shall be paid at the rate of 1 and 1/2 times the employee's hourly rate of pay in addition to holiday pay.

Nutrition Services: Pre-approved hours by the Director of Nutrition Services (or designee) worked under the following conditions shall be considered overtime.

- Subd. 1 Daily: For all employees, the regular hourly rate shall apply and any hours worked over eight (8) shall be paid at the overtime rate at time and one-half the employee's hourly rate of pay.
- Subd. 2 Weekly: For all employees, the regular hourly rate shall apply and any hours worked over forty (40) shall be paid at the overtime rate at time and one-half the employee's hourly rate of pay.
- Subd. 3 Holidays: Hours worked on a holiday, as established by Article VIII, Section 7, shall be paid at the rate of 1 1/2 times the employee's hourly rate of pay in addition to holiday pay.
- Subd. 4 Night and weekend hours worked on an evening or weekend (Saturday or Sunday), or on a holiday function, special events after the normal workday or the extension of a normal workday, or worked after being called back from the normal workday shall be compensated at the rate of 1 and 1/2 times the employee's hourly rate of pay. Overtime opportunities will be provided on a circular rotation basis for all cooks with a normal workweek of 15 or more hours.

Section 7 Unscheduled Emergency Closing. On days when school is canceled due to an *unscheduled* emergency, or in the event that the District declares an e-Learning day, the District must continue to pay the full wages for scheduled work hours and benefits of all employees for the duration of the emergency closing and/or e-Learning period. During the emergency closing and/or e-Learning period, employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential needs.

Section 8 Compensatory Time Support Staff.

- Subd. 1 An employee may be granted comp time in lieu of the payment for overtime as set forth in Article X, Section 6, upon the prior written approval of the employee's immediate supervisor.
- Subd. 2 Earned comp time may be taken at any time at the request of the employee, subject to the prior approval of the employee's immediate supervisor.
- Subd. 3 All comp time may be taken at any time at the request of the employee, subject to the prior approval of the employee's immediate supervisor. Unused compensatory time must be taken within four (4) months after the end of the contract year in which it is earned or it shall be forfeited.
- Subd. 4 Pre-approved hours worked in excess of the number of hours normally assigned to the employee shall be considered compensatory time.

Section 9 Job Sharing Support Staff. In the event that two employees share a position established by the School Board, eligibility for paid absences, as defined in Article VIII, will be based on the combined total hours of work. Benefits will be prorated based on the individual employee's assigned hours.

Article XI: Absences from Work

Section 1 Employee Notification. Employees who are unable to report to their normal work day shall have the personal responsibility to notify their immediate supervisor of such absence as soon as possible prior to the beginning of the normal work day, except in the event of extenuating circumstances. Failure to make such notification may be grounds for discipline by the School Board.

Section 2 Resignation. Failure to report for work without notification to the employee's supervisor may be considered by the School Board as a resignation on the part of the employee, except in extenuating circumstances.

Section 3 Absence Without Pay. Employees may be granted absences without pay to a maximum of five (5) normal work days per year. Requests for absence without pay shall be made in writing, at least three (3) calendar days in advance of the date of absence, provided that the three (3) calendar day notice may be waived by the School Board in cases of personal emergency. The approval of requested absence without pay shall be at the discretion of the School Board, which is subject to the grievance procedure.

Subd. 1 An absence without pay shall not affect fringe benefits or seniority of an employee.

Subd. 2 Employees requiring an absence without pay in excess of five (5) normal work days during a year, shall request a leave of absence without pay according to the provisions of Article IX, Section 2.

Article XII: Retirement

Section 1 Retirement - Support Staff. The purpose of the Retirement Incentive Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the District. The Plan will require participation by the employee coupled with a matching contribution from the District. The objective of the Plan is to develop a long term solution to the concept of severance for employees hired on or after July 1, 2000, while preserving more traditional plans for senior employees. Such plan shall be conducted under the rules of I.R.C. 403 (b).

Support Staff employees hired prior to July 1, 2000, may participate in only one (1) of the two (2) options listed below either the Retirement Trust or the Retirement Incentive. These employees must make their selection by October 1, 2000. The plan selection is final and the employee may not change to the other plan at any time during their employment with ISD 282.

Support Staff employees hired on or after July 1, 2000, are only eligible to participate in the Retirement Trust. Upon reaching the eligibility requirements the employee must notify the Business Office of his/ her intent to participate within thirty (30) days. Employees hired between October 1st and June 30th would receive a prorated district matching contribution.

A) Retirement Trust

1. Eligibility

- a. All full time employees may participate in a district matching annuity program provided for in M.S. §356.24.
- b. Employees electing to participate must notify the School District by October 1st of the school year of participation. After employees initially elect to participate in the District Matching funds program, they may change the contribution amount once per year.

2. Defined Contribution Plan

	Maximum Annual District Matching Contribution	
Years of Service	2026-2027	2027-2028
0 – 2	\$ 0	\$ 0
3 – 10	\$ 1,550	\$ 1,550
11- 15	\$ 1,800	\$ 1,800
16-20	\$ 2,050	\$ 2,050
21 – 25	\$ 2,300	\$ 2,300
26+ years of service	\$ 2,400	\$ 2,400
Maximum Career District Matching Contribution \$30,400		

B) Retirement Incentive

1. Eligibility

Full Time employees, as defined in this Agreement, hired prior to July 1, 2000, and who have completed at least fifteen (15) years of continuous service with the School District and have reached the age of 55, shall be eligible for a retirement payment, pursuant to the provisions of this section upon submission of written resignation and acceptance by the School Board.

This section shall not apply to any employee discharged for cause by the Board. The retirement inducement payment will be based on accumulated sick leave, and years of employment.

- a) Sick Leave: Sick leave credit shall be 1/2 of the employee's accumulated sick leave as of the date of retirement not to exceed thirty (30) days.
- b) Years of Employment: Years of employment credit shall be 1 and 1/2 days credit for each year of continuous employment as of the date of retirement, not

to exceed thirty (30) days.

- c) Personal Leave: Personal leave credit shall be 1/2 of the employee's accumulated personal leave as of the date of retirement not to exceed five (5) days.

The product of this computation will be the number of days of the retirement inducement payment times the employee's daily rate of pay, not to exceed \$7,133 in 2026-2027 and \$7,133 2027-2028 in any case.

2. Method of Payment

Employees shall receive the retirement payment in one lump sum about July 15th of the year of the employee's retirement.

3. Daily Rate

An employee's "daily rate" of pay for the purposes of calculating a retirement inducement payment, shall be the employee's hourly rate of pay established by Article VII, Section 2, multiplied by the hours of the employee's normal work day.

- 4. To be eligible for the retirement incentive programs as stated in this Article, an employee must be full-time (school year employee and 30 hours per week).

Section 2 Retirement - Nutrition Services.

Options. The purpose of the Nutrition Services Early Retirement Incentive Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the district. The Plan will require participation by the employee coupled with a matching contribution from the District. Such a plan shall be conducted under the rules of I. R. C. 403(b). Employees may participate on only one level.

Subd. 1 Nutrition Services Retirement Trust Level I - (For Food Service Employees employed after June 30, 2001)

1.1 Eligibility

- a. All full time Nutrition Services employees whose initial employment in the district began on or after September 1, 2001, may participate in a district matching annuity program provided in M. S. §356.24.
- b. Nutrition Services Employees electing to participate must notify the School District by October 1st of the school year of participation. After nutrition services employees initially elect to participate in the District matching funds program, they may only change their contribution amount once/year.

c. Defined Contribution Plan

	Maximum Annual District Matching Contribution	
Years of Service	2026-2027	2027-2028
0 – 2	\$ 0	\$ 0
3 – 10	\$ 1,550	\$ 1,550
11- 15	\$ 1,800	\$ 1,800
16-20	\$ 2,050	\$ 2,050
21 – 25	\$ 2,300	\$ 2,300
26+ years of service	\$ 2,400	\$ 2,400
Maximum Career District Matching Contribution \$30,400		

Subd. 2 Nutrition Services Retirement Trust Level II - (For Food Service Employees employed before July 1, 2001)

2.1 Eligibility

- a. Full time nutrition services employees hired prior to July 1, 2001, may participate in a district matching annuity program provided in M.S. §356.24.
- b. Nutrition Services employees electing to participate must notify the School District by October 1st of the school year of participation. After nutrition services employees initially elect to participate in the District Matching funds program, they may only change their contribution amount once per year.

2.2 Any full time Nutrition Services employee who, because of age and step, will not be able to reach maximum career district contributions by the end of the school year in which they turn 58, will participate in the matching plan at an enhanced rate of \$2,000 for the 2026-2027 and \$2,000 for 2027-2028. These individuals will be contacted by the Business Office to clarify their maximum annual matching contribution.

Section 3 Hospital Insurance. Full Time employees who were employed by the district prior to July 1, 2009, who retire prior to the age of 65, and who meet the eligibility conditions established by Section 1, B1 above (Support Staff) or Section 2 above (Nutrition Services) may individually elect to continue participation in the group hospitalization plan established by Article VI, Section 3.

The School Board will contribute according to Article VI, Section 3, single coverage only, up to a maximum of seven years or Medicare eligibility whichever is first according to the following formula:

- 1.1 Four years of health insurance
- 1.2 An additional one year of health insurance if the employee has accumulated seventy-five (75) days of sick leave and 20 years of service.
- 1.3 An additional one year of health insurance if the employee has accumulated one hundred (100) days of sick leave and has 20 years of service.
- 1.4 An additional one year of health insurance if the employee has accumulated one hundred twenty (120) days of sick leave and has 20 years of service.

Thereafter, monthly premiums shall be paid by the retired employee. The retired employee shall pay any premium amount not paid by the district one month in advance at the District Office.

- Subd. 1. Eligibility To be eligible for the retirement inducement program established by this Article an employee must be full time (normal work week of thirty (30) hours or more).

Section 4 Dental Insurance. Upon retirement all employees who were enrolled in the district group dental plan prior to their retirement may elect to continue participation in the group dental plan at the employee's expense until the retired employee reaches the age of Medicare eligibility.

Article XIII: Grievance Procedure

Section 1 Grievance Definition. A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2 Representative. The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3 Definitions and Interpretation.

- Subd. 1. Extension. Time limits specified in this Agreement may be extended by mutual, written agreement.
- Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days.
- 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 is personally served or if it bears a date from an email, a letter with a time/date stamp, or a certified postmark of the United States Postal Service within

the time period.

Section 4 Time Limitation and Waiver. A grievance shall not be valid for consideration unless the grievance is submitted in writing, signed by the grievant, to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to 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 periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5 Adjustments 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 School District designee shall give a written decision on the grievance to the parties involved within ten (10) 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 ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.
- Subd. 3. **Level III.** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the school board may be designated by the school board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 6 Denial of a Grievance. Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 7 Mediation. Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

Section 8 Arbitration Procedures. In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

- Subd. 1. Request. A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be received in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure or the grievance mediation process, if applicable.
- 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 may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If an agreement on an arbitrator is not reached, either party may request the Bureau of Mediation Services (BMS) to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. Within ten (10) days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request that the BMS submit a panel of arbitrators within the time period as provided herein shall constitute a waiver of the grievance.
- Subd. 4. 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 shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.
- Subd. 5. Decision. The decision by the arbitrator shall be rendered within thirty days after the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. Decisions by the arbitrator in cases properly submitted before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.
- Subd. 6. 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 the fees and expenses of the arbitrator, the cost of the transcript or recording, and any other expenses which the parties mutually agree are

necessary for the conduct of the arbitration.

- Subd. 7. **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 school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way from the application of laws, rules or regulations having the force and effect of law.

Section 9 Election of Remedies and Waiver. A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

Article XIV: Discipline

Section 1 Discipline for Just Cause. The School District shall have the right to discipline an employee for just cause.

Subd. 1 Disciplinary actions by the School District shall include only the following

- 1.1 Oral reprimand
- 1.2 Written reprimand
- 1.3 Suspension
- 1.4 Discharge

Subd. 2 Employees who are to be discharged shall be notified in writing of such action together with a statement of the reason(s) for discharge, a copy of which shall be sent to the Union.

Section 2 Grievance Procedure. A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article XIII (Grievance Procedure).

Article XV: Miscellaneous Terms and Conditions

Section 1 Probationary Period.

New employees *under the provisions of this agreement* shall serve a probationary period of ninety (90) paid days of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2 Posting Vacancies and Transfers. The School District will send an email copy of all job postings to all staff. Each notice shall contain the date it was actually posted. Positions that are posted during the school year will be posted for ten (10) calendar days. Summer vacancies will require a posting period of fourteen (14) calendar days and an emailing of notice of vacancy to all staff at their school district email address. School district staff will be responsible for reading their email for summer postings. In the event the School District determines to discontinue or not to fill a vacant position the Union shall be notified in writing of such determination. Applicants must submit bids in writing before the close of the posting. All applicants will be given consideration for the opening and the selected applicant will be notified within seven (7) calendar days after the close of the posting. Written requests for a change in schools, or voluntary demotion will be considered along with others who have applied for the posted job.

Section 3 Notice of Resignation. Employees resigning from employment shall give at least fourteen (14) calendar days written notice to the School District of their intention to resign.

Section 4 Notice of Termination. Employees shall be given at least fourteen (14) calendar days written notice of termination of employment by the School District, except for employees terminated for just cause in accordance with the provisions of Article XIV.

Section 5 Re-Employment. Employees who are re-employed following resignation or termination of employment shall be considered new employees for the purpose of fringe benefits and Salary Schedule step placement, provided that employees re-employed following less than a six month interruption of employment may have their previously earned fringe benefits and former Salary Schedule step restored.

Section 6 Seniority. Seniority shall be defined as the length of continuous full-time equivalency employment beginning from an employee's most recent date of employment.

Subd. 1 In the event that a voluntary consolidation with another school district(s) is to be implemented, representatives of the School District will meet with representatives of SEIU Local 284 with the intent to negotiate an agreement concerning:

1.1 the method of transferring employees to the school district created by the

consolidation;

1.2 the merging of the seniority lists of affected employees, and

1.3 the procedure for the lay-off of employees, if necessary because of this consolidation.

Subd. 2 Employees affected by this Subdivision are those employees which are exclusively represented by SEIU Local 284 in the following appropriate units:

2.1 Custodian and Maintenance - BMS Case No. 76-PR-1086-A

2.2 Secretarial and Staff Assistants - BMS Case No. 76-PR-1009-A

2.3 Nutrition Services - BMS Case No. 76-PR-863-A

Subd. 3 In the event that a mandatory consolidation with another school district(s) is required, representatives of the School Board will meet with representatives of SEIU Local 284 with the intent to negotiate an agreement concerning:

3.1 the method of implementing the procedures of applicable law or rule and regulation, and,

3.2 the employees stated in Subd. 2, if no procedures are established by applicable law or rules and regulations.

Section 7 Layoff. In the event it is necessary to reduce the work force, employees shall be laid off in accordance with the following:

1. Employees with the least continuous service will be laid-off first. If a senior full-time employee's position is eliminated, the employee, if qualified, shall have the right to displace the least senior full-time employee in the affected employee's pay grade or accept the layoff.
2. If the senior, full-time employee is not qualified or is least senior in their pay grade, they shall have the right to bump a less senior, full time employee in the next lower pay grade, if they are qualified. This process shall continue pay grade to pay grade until either an appropriate position is found or the payoff occurs.
3. If a senior part-time employee's position is eliminated, the employee, if qualified, shall have the right to displace the least senior part-time employee in the affected employee's pay grade or accept the layoff;
4. If the senior, part-time employee is not qualified or is least senior in their pay grade, the employee shall have the right to bump a less senior, part-time employee in the next lower pay grade, if they are qualified. This process shall continue pay grade to pay grade until either an appropriate position is found or the layoff occurs.
5. In no case shall an employee displace any employee with greater seniority or shall a part-time employee displace a full-time employee. (Effective after July 1, 1986).

6. Reduction of hours - In the event it is necessary to reduce the scheduled work week of an employee by more than one hour per day during a school year or to reduce the scheduled work week of an employee working thirty (30) hours or more to a work week of less than thirty (30) hours, the employee shall have the right to replace another employee in accordance with the layoff procedure.
7. Employees laid-off in accordance with this Section shall be placed on the recall list for a period of twenty-four (24) calendar months. Employees shall be recalled from layoff based on seniority, if qualified. Employees notified of recall shall respond in writing within ten (10) calendar days from the date notification is postmarked or forfeit any right to recall to that position. Once an individual is recalled and reemployed by the district, they have no further right to recall. Employees who are recalled to work shall have their seniority, salary schedule step placement, earned sick leave, and personal leave benefits at the time of layoff, reinstated.

Article XVI: Duration

Section 1 Term and Reopening Negotiations. This contract shall remain in full force and effect for a period commencing on July 1, 2026, unless specified otherwise herein, through June 30, 2028 and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or terminate this Contract commencing on July 1, 2028, it shall give written notice of such intent not later than May 1, 2028. All previous memorandums of understanding shall sunset and will not be considered part of this contract. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to the expiration of this contract.

Section 2 Effect. This Contract constitutes the full and complete agreement between the School Board and the Union as the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3 Finality. Any matters relating to the terms and conditions of employment, whether or not referred to in this Contract, shall not be open for negotiations during the term of this Contract, provided that the parties may mutually agree to modify any provision of this Contract.

Section 4 Severability. The provisions of this Contract shall be severable and if any provision thereof 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 application of any provisions thereof.

AGREED TO as the full and complete understanding between the parties as attested to by the signatures of the following representatives of the School Board and the Union.

FOR THE UNION


Aaron Janson (Sep 25, 2026 12:17:59 CDT)

Aaron Janson, Contract Organizer, SEIU Local 284


Rory Donovan (Sep 24, 2026 14:24:38 CDT)

Rory Donovan, Steward


Traci Adams (Sep 25, 2026 08:08:18 CDT)

Traci Adams, Steward


Keyana Griffin (Sep 25, 2026 08:51:41 CDT)

Keyana Griffin, Steward

FOR THE SCHOOL DISTRICT


Steve Massey (Sep 23, 2026 11:29:50 CDT)

Steve Massey, Interim Superintendent


Ann Bosmans (Sep 23, 2026 11:28:42 CDT)

Annie Bosmans, School Board Clerk

Position/Supervisor Chart

Position Title	Supervisor
Lunch/Playground Assistant	Principal
Instructional Assistant ParaEducator	Principal
Special Ed ParaEducator	Special Education Assistant Director/Principal/AP
Volunteer Coordinator (WP)	Principal
Office Assistant CS	Director of Community Services
Van Driver	Director of Special Education/Director of Community Services
Special Education Administrative Assistant	Special Education Director
Counselor Secretary (HS)	Principal
ISS Attendance Supervisor	Principal
Athletics/Activities/Facilities Administrative Assistant	Director of Athletics-Activities-Facilities
Health Assistant	District Nurse/Principal
Media Center Assistant	Principal
Hall Monitor (HS)	Principal
Elementary School Administrative Assistant	Principal
Middle School Administrative Assistant	Principal
Administrative Services Coordinator	N/A
Technology Support Specialist I	Director of Technology
Accounts Payable	N/A
Community Services Secretary	Director of Community Services
Special Education Administrative Assistant	Director of Special Education
District Administrative Assistant	Assistant Superintendent/Superintendent

High School Administrative Assistant	Principal
Technology Support Specialist II	Director of Technology

Addendum - SAVEA Master Contract, Section X, Article C. Hospitalization Insurance

C. Hospitalization Insurance

1. The school district shall contribute \$636.94 per month in 2025-2026 toward the premium cost for the open access single high deductible plan & \$612.38 per month in 2025-2026 toward the premium cost for the achieve access single high deductible plan for all eligible employees employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. For the 2026-2027 school year, the school district shall contribute \$690 per month toward the premium cost for all single high deductible plans for all eligible employees employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. After that time, the district will contribute half of any rate increase. Conversely, any insurance rate savings will be split equally between district and employee.
2. The school district shall contribute \$1880.34 per month in 2025-2026 toward the premium cost for the open access family high deductible plan and \$1807.82 per month in 2025-2026 toward the premium cost for the achieve access family high deductible plan for all eligible employee employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. For the 2026-2027 school year, the school District shall contribute \$2083, per month toward the premium cost for all family high deductible plans for all eligible employees employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. After that time, the district will contribute half of any rate increase. Conversely, any insurance rate savings will be split equally between district and employee.
3. Beginning October 1, 2004, the District shall offer a high-deductible health insurance plan coupled with a VEBA/HRA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA/HRA plan shall receive a District contribution to a VEBA/HRA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA/HRA plan offered by the District:
 - a. Single Coverage: The School District will make a \$550 annual contribution to the employee's VEBA/HRA account in the 2026-2027 and 2027-2028 school years.
 - b. Dependent Coverage: The School District will make a \$1,100 annual contribution to the employee's VEBA/HRA account in the 2026-2027 and 2027-2028 school years.
 - c. Timing of Deposits: VEBA/HRA deposits will be made twice annually. Deposits will be made once on October 1st or the next business day if a weekend and on Feb 1st or next business day if a weekend.
 - d. Administrative Costs: The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' VEBA/HRA accounts.

26.09.22 Para_Clerical_Nutrition Services Contract 2026-2028

Final Audit Report

2026-09-25

Created:	2026-09-23
By:	Laura Haupt-Coleman (lhauptcoleman@isd282.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANeq9MJSnQOf8QB9EHhNpjK1ClpzIZKYW

"26.09.22 Para_Clerical_Nutrition Services Contract 2026-2028" History

-  Document created by Laura Haupt-Coleman (lhauptcoleman@isd282.org)
2026-09-23 - 2:26:52 PM GMT
-  Document emailed to abosmans@isd282.org for signature
2026-09-23 - 2:30:26 PM GMT
-  Email viewed by abosmans@isd282.org
2026-09-23 - 4:28:00 PM GMT
-  Signer abosmans@isd282.org entered name at signing as Ann Bosmans
2026-09-23 - 4:28:40 PM GMT
-  Document e-signed by Ann Bosmans (abosmans@isd282.org)
Signature Date: 2026-09-23 - 4:28:42 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Document emailed to smassey@isd282.org for signature
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-  Email viewed by smassey@isd282.org
2026-09-23 - 4:29:06 PM GMT
-  Signer smassey@isd282.org entered name at signing as Steve Massey
2026-09-23 - 4:29:48 PM GMT
-  Document e-signed by Steve Massey (smassey@isd282.org)
Signature Date: 2026-09-23 - 4:29:50 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Document emailed to rdonovan@isd282.org for signature
2026-09-23 - 4:29:52 PM GMT

 Email viewed by rdonovan@isd282.org

2026-09-23 - 5:42:06 PM GMT

 Email viewed by rdonovan@isd282.org

2026-09-24 - 7:23:22 PM GMT

 Signer rdonovan@isd282.org entered name at signing as Rory Donovan

2026-09-24 - 7:24:36 PM GMT

 Document e-signed by Rory Donovan (rdonovan@isd282.org)

Signature Date: 2026-09-24 - 7:24:38 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

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2026-09-24 - 7:24:40 PM GMT

 Email viewed by tadams@isd282.org

2026-09-25 - 12:54:19 PM GMT

 Signer tadams@isd282.org entered name at signing as Traci Adams

2026-09-25 - 1:08:16 PM GMT

 Document e-signed by Traci Adams (tadams@isd282.org)

Signature Date: 2026-09-25 - 1:08:18 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

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2026-09-25 - 1:08:20 PM GMT

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2026-09-25 - 1:50:40 PM GMT

 Signer kgriffin@isd282.org entered name at signing as Keyana Griffin

2026-09-25 - 1:51:39 PM GMT

 Document e-signed by Keyana Griffin (kgriffin@isd282.org)

Signature Date: 2026-09-25 - 1:51:41 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

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2026-09-25 - 1:51:43 PM GMT

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2026-09-25 - 4:26:07 PM GMT

 Signer aaronj@local284.com entered name at signing as Aaron Janson

2026-09-25 - 5:17:57 PM GMT

 Document e-signed by Aaron Janson (aaronj@local284.com)

Signature Date: 2026-09-25 - 5:17:59 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXXX3568 -
Signature Appearance Selected: MOBILE_DRAW

 Agreement completed.

2026-09-25 - 5:17:59 PM GMT