AGREEMENT

between

FARIBAULT ISD #656

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 70

NURSES

July 1, 2026 through June 30, 2028

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ARTICLE 1 - PURPOSE

Section 1. Parties. This Agreement, entered into between the Independent School District No. 656, Faribault, Minnesota, hereinafter referred to as the School District, and the International Union of Operating Engineers, Local No. 70, 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 P.E.L.R.A., to provide the terms and conditions of employment for Nurses during the duration of this Agreement.

ARTICLE 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the P.E.L.R.A., the School District recognizes International Union of Operating Engineers, Local No. 70, as the exclusive representative for Nurses employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of the Agreement.

ARTICLE 3 - DEFINITIONS

Section 1. Terms and Conditions of Employment. Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit For purposes of this Agreement, the term Nurse shall mean all persons in the appropriate unit employed by the District in classifications listed in Article 15 of this Agreement excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

Section 3. Other Terms. Terms not defined in this Agreement shall have those

meanings as defined by the P.E.L.R.A.

ARTICLE 4 – SCHOOL DISTRICT 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 of 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.

Section 2. Management Responsibilities. The Union recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the School District within its legal limitations and with its 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 Agreement 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 board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement, are subject to the laws of the State. Any provision of this Agreement 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 Agreement are reserved to the School District.

ARTICLE 5 – EMPLOYEE RIGHTS

Section 1. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative 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. Union Stewards. The Union, upon written notification to the district, may designate employees within a bargaining unit to serve as a steward.

Section 3. Visitation Rights. Representatives of the Union, previously accredited to the District in writing by the Union, shall be permitted to come on the premises of the employer for the purpose of investigating and discussing grievances, and preparing the initial contract proposal, in a responsible and reasonable manner.

Section 4. Employee Lists. The District shall advise the Union office in writing of the names and starting dates of all employees added to this bargaining unit. The Union office shall be notified in writing upon the effective date of termination.

Section 5. Union Officers. Employees who are elected or appointed officers of Local 70 may be allowed reasonable time off without pay or may use vacation or compensatory time for the purpose of conducting the business of their office. Such time and/or the use of vacation or compensatory time may be used with the approval of the School District designee.

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 1. Purpose. This article shall provide a method of resolving grievances as required by P.E.L.R.A. of 1971, as amended.

Section 2. For the purpose of this article the following definitions shall apply:

Subd. 1. 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.

Subd. 2. The "aggrieved person" is the person or persons making the grievance. If in the judgment of the union, the grievance affects a group of more than one (1) employee, it may be presented by the union at the superintendent's level.

Subd. 3. The term "employee" is defined as any person represented by the International Union of Operating Engineers, Local 70, and employed by the Faribault Public Schools.

Subd. 4. The term "days" means calendar days excluding Saturdays, Sundays, and any days designated by this Agreement or by Minnesota Statutes as holidays.

Subd. 5. In "computing any period of time" prescribed or allowed by procedures herein, the date of the act, or event giving cause for the grievance shall not be included.

Subd. 6. The day in which the "act or event giving cause" for the grievance to be filed shall be considered the day or days in which the grievance occurred.

Subd. 7. The "filing or service" of any notice or document herein shall be timely if it is personally served or if it bears a certified post mark of the United States Postal Service within the time period allowed.

Subd. 8. "Reduced to writing" means a written statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Subd. 9. "Answer" means a written response outlining the school district's or school district designee's position on the grievance.

Subd. 10. The "school district designee" shall be the person appointed by the school district to handle the grievance at each level. School district's designees shall be as follows:

Level I	Immediate Supervisor / Building Principal
Level II	Superintendent
Level III	Clerk of School Board

Section 3. Procedure.

Subd. 1. Purpose. The primary purpose of this procedure is to secure at the earliest level, equitable solutions to the grievance. Before submitting a grievance, the aggrieved person or persons shall discuss it with the employee's immediate supervisor individually or together with a representative of the Local 70. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 15, the time limit may be reduced by mutual consent in order to effect a solution prior to the end of the school year or as soon thereafter as practical.

Subd. 2. Levels of Grievance.

Level 1. In the event the alleged grievance is not settled through an informal discussion, a written grievance shall be submitted to the administrator involved. This written grievance may be presented by the aggrieved person individually, jointly with the representative of the Local 70, or by the Local 70 representative. Within ten (10) days of receipt of the grievance by the administrator, he or she shall render a decision in writing.

Level 2. In the event the aggrieved person or persons are not satisfied with the disposition of the grievance at Level 1, the employee may appeal

the grievance by filing the same grievance with the superintendent of schools within ten (10) days after receiving the decision.

Level 3. Within ten (10) days of receipt of the grievance by the superintendent of schools or designee, he / she shall render a decision in writing. If the aggrieved person is not satisfied with the disposition of the grievance by the superintendent of schools or designee, the employee may appeal the grievance by filing the same grievance with the clerk of the Board of Education or other designee of the Board within ten (10) days. The Board of Education, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall conduct a hearing on the grievance.

A decision in writing shall be rendered by the Board within ten (10) days of the hearing or following the next regularly scheduled Board meeting.

Level 4 If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, the grievance may be submitted to arbitration by written request for arbitration as provided by the P.E.L.R.A of 1971, as amended, within twenty (20) days of the hearing or following the next regularly scheduled Union General Membership meeting. The Board of Education and the Local 70 shall not be permitted to assert in arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party prior to one (1) day of the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Labor Agreement. Both parties agree to be bound by the award of the arbitrator as provided by the P.E.L.R.A. of 1971, as amended, and agree that judgment thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Subd. 4. Forms for filing and processing grievances jointly agreed to by the superintendent and the Local 70 as set forth in Appendix A shall be printed by the superintendent of schools and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

Subd. 5. Access shall be given to all parties on "need to know" basis of information necessary for the determination and processing of the grievance, but shall not include any information which violates an individual's right of privacy under state and federal statutes.

Subd. 6. If an employee does not file a grievance in writing within twenty (20) days after the occurrence, then the grievance shall be considered as waived. The administration may, upon the request of the aggrieved person or his / her representatives, waive this section on behalf of the employee.

1. "Occurrence" for the purpose of this grievance procedure shall be defined as the act when the aggrieved action is taken by the Board of Education, administration, or official resolution or motion passed by the Board of Education declaring their intent to carry out an act at some future date. The period of time in which to file a grievance shall commence to run when the aggrieved party learns of the alleged aggrieved action.

Subd. 7. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with the assignment of duties. Provided, however, in the event that it is agreed by the Board of Education or by the arbitrator during Level 4 to hold proceedings during regular working hours, an employee participating in any level of the grievance procedure with any representative of the Board of Education or arbitrator and union steward shall be released from assigned duties without loss of salary.

Subd. 8. The Union Steward and / or Business Agent may visit building or job sites during reasonable times and conditions for the purpose of discussing grievance matters with the prior approval of the administrator in charge or said building or job site.

Section 4. Rights of Representation. Any aggrieved person may be represented at all meetings and all hearings at any level of the grievance procedure.

Section 5. Miscellaneous.

Subd. 1. The grievance may be withdrawn without prejudice in writing by the aggrieved person at any level.

Subd. 2. Failure to file an appeal from one level to another within the time limits herein prescribed shall constitute a waiver of the grievance.

Subd. 3. No reprisal of any kind shall be taken by or against any party of interest or participant in the grievance procedure by reason of such participation, except that such participation shall not give immunity for wrong-doings, ethics violations or any other charges that may result from information disclosed during the grievance procedure.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 1. Discipline.

Subd. 1. Cause. Disciplinary action may be imposed upon an employee for just cause, as determined by the district. This section shall not be interpreted to prevent the school district from discharging immediately for just cause, nor from changing the sequence described in Subd. 3. depending upon the severity of the action for which the discipline is being administered.

Subd. 2. Procedure. Discipline shall be conducted in private and not in the presence of students, teachers, or other school district employees, except district administrators, unless failure to act immediately might prove harmful to the health and welfare of the students or other individuals.

Subd. 3. Normal disciplinary Sequence. The normal disciplinary sequence shall be as follows:

1. Oral reprimand
2. Written reprimand (copy to union)
3. Suspension with or without pay, or demotion (copy to union)

4. Discharge (copy to union)

Subd. 4. Written Reprimand. When any disciplinary action more severe than an oral reprimand is intended, the district shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, with a copy to the Union. If immediate action is taken the Union copy may be forwarded after the fact.

Subd. 5. Violation of Statute or School Rule. In the case where a violation of statue, regulation, or school rule requires disciplinary action more severe than a written warning the following procedure shall be followed:

1. Employees facing the imposition of disciplinary action must be informed orally or in writing of the facts and nature of the conduct which has been challenged prior to the informal meeting.

2. Employees facing imposition of disciplinary action must be given an opportunity to express their version of the facts or conduct which has been challenged, and be given an opportunity to meet with the Union representative prior to the informal meeting.

Section 2. Right to Union Representation.

Subd. 1. Union Present. The School District shall give an employee an opportunity to have a Union representative present during investigation or questioning which may lead to suspension, demotion or discharge.

Subd. 2. Right to Grieve. The Union shall have the right to take up a suspension and / or discharge or demotion as a grievance at the second (2nd) step of the grievance procedure.

Section 3. Discharge of Permanent Employees. The District may discharge any permanent employee for cause. If the District feels there is cause for discharge the employee and the union will be notified in writing that the employee is subject to discharge and shall be furnished with the reason(s).

Section 4. Personnel Records.

Subd. 1. Oral Reprimands. An oral reprimand may become part of an employee's personnel record.

Subd. 2. Copy of Record. Each employee shall be furnished with a copy of all evaluative and disciplinary action placed in his / her Personnel File and shall be entitled to have his / her written response included therein. All disciplinary action in the Personnel File shall state the corrective action expected of the employee and consequences of failure to correct.

Subd. 3. Right to View Record. The contents of an employee's Personnel File shall be disclosed to him/her upon request for an appointment and in the presence of a District authorized official.

Subd. 4. Personnel Records. A copy of written reprimands, notices or suspension or discharge that are to become a part of the employee's personnel file shall be given to the employee with space for signature of acceptance or affidavit of service of said document.

ARTICLE 8 - HOURS OF WORK

Section 1. Basic Work Day.

Subd. 1. The basic work day for full-time employees shall consist of four (4) or more hours excluding a one-half (1/2) hour unpaid lunch period.

Subd. 2. The basic work day for part-time employees shall consist of less than four (4) hours per day, excluding any one-half (1/2) hour unpaid lunch period.

Section 2. Work Week. The basic work week for employees shall consist of four (4) or five (5) consecutive basic work days. All hours worked will be paid unless comp time is mutually agreed to between the employee and the

district. Any nurse who reports to work on a regularly scheduled work day and is released early because of unscheduled circumstance will be paid their scheduled hours for that day.

Section 3. Part-Time and Temporary Employees. The District reserves the right to employ and schedule work for part-time and temporary employees as it deems necessary. The School District agrees, however, to first give current qualified employees at each school the opportunity to work more hours (up to forty (40) hours per week) when schedules permit.

Section 4. Overtime.

Subd. 1. Overtime shall be defined as hours assigned and worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime must be authorized by the employee's building principal or designee.

Subd. 2. All hours assigned and worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) times an employee's basic hourly wage.

Subd. 3. All hours assigned and worked on Sundays or holidays will be compensated at a rate of two (2) times the basic hourly rate.

Section 5. Rest Periods. An employee covered by this Agreement will be scheduled a fifteen (15) minute rest period for each three (3) hours worked, with no more than two (2) breaks in an eight (8) hour day. Such rest period shall be with the understanding that the rest period(s) may be scheduled at different times depending on student needs.

Section 6. Lunch Period. When an employee is requested to work during a scheduled unpaid lunch period, the employee shall be paid at the appropriate rate for the entire lunch period.

Section 7. School Closings.

Subd. 1. If school is closed for any reason not previously scheduled, employees will be compensated at their normal daily rate for hours

normally worked. In the event an employee has requested a PAL day and the school is closed for any reason, the PAL day will be added back to their PAL accumulation and the employee will receive their normal daily rate of hours normally worked.

Subd. 2.
New Language
An employee required to work on site during an unscheduled school closure will be compensated at one-and-a-half times their normal hourly rate, this includes events such as natural disasters, pandemics, reunification, and or death in the building.

Subd 3 Online Learning Day New
If the superintendent declares an online learning day, employees will be allowed to work remotely on health office duties and/or CEU training and be compensated at their regular rate of pay. In the event an employee has requested a PAL day. The PAL Day will be returned to them. The District will provide the same expectations that techs, admin, and operators receive.

Section 8.
New Language
Employees shall receive a minimum of 2 weeks notice of any Schedule change. Nurses will not be required to work on non-student days other then job completion, district required training, or training beneficial to job performance. Nurses shall receive their scheduled workdays for the following year no later than July 1 of each year.

Section 9. Except as otherwise provided in this Section, a staff member subpoenaed to give testimony in any judicial court, shall not suffer any wage loss if the testimony is directly related to the staff member's duties with the District. The District shall not pay the staff member for any such absence if the staff member or the Union of which he/she is a member is an adverse party to the School District in the court action. The District shall not pay the staff member for any such absence if the staff member is a litigant in the legal proceedings. In the event the staff member is compensated by the court for the

appearance, said compensation, less any mileage payments shall be returned to the District.

Section 10. Conditions. Provisions of this Article will be effective upon ratification of this Agreement.

ARTICLE 9 – PAID ABSENCE LEAVE

Section 1. Qualified Employees. Each Nurse who is covered by the terms of this agreement and works at least sixteen (16) hours per week is eligible for eleven (11) days of PAL, proportionate to their normal work day. All hours shall be available at the beginning of the school year. The employee shall repay the school district any wages paid for PAL days that are not later earned by such employee.

Section 2. Maximum Accumulation. Unused paid absence leave shall accumulate to a total accumulated maximum of 1,440 hours. Any previously accumulated sick leave balance will be included in each employee's total PAL balance. However, use of previously accumulated sick leave will be governed by Section 8 of this Article.

Section 3. PAL Buy Back. The Employer will pay each employee for one-quarter (1/4) of unused PAL and sick leave earned, above the maximum accumulation, over one thousand four hundred and forty (1,440) hours, during the contract year. The Employer will make this payment during the month of July each year.

Section 4. Approval of Paid Absence Leave. Paid absence leaves shall be considered for approval only by signing into the Electronic Leave System. All requests for paid absent leave are subject to the approval of the employee's building principal or designee.

> Subd. 1. Requests for paid absence leave shall be submitted at least five (5) working days in advance to the building principal or designee, unless it is an emergency.

Subd. 2. In the event of an unplanned absence, an employee must notify his/her supervisor by telephone as soon as reasonably possible and a request for paid absence leave shall be submitted immediately upon return to work to the building principal or designee.

Subd. 3. Employees failing to give such notice shall not be eligible for any paid absence leave established by this Article.

Subd. 4.
New Language.
Not more than 2 building nurses may be allowed to take paid absence leave for reasons other than illness or emergency on the same day unless coverage is available.
Days off will be granted on a first-come, first-serving basis.

Subd. 5. No paid absence leave requested for reasons other than illness emergency, or School Activity Leave may be taken on the following days:

A. the first five (5) student days of the school year
B. the last five (5) student days of the school year

Subd. 6. The District may waive restrictions listed in the section for unusual circumstances upon written request of the Employee. Requests for such waivers must be submitted to the Superintendent for a decision.

Section 5. Uses of Paid Absence Leave. Paid absence leave may be used for any reason which will include but not be limited to personal illness or personal business, but not including vacation or recreational purposes. Other uses will include but not limited to:

Subd. 1. Absences Because of Illness or Injury in the Employee's Family.

A. In the event of an illness or injury in an employee's family or other emergency where the employee needs to be present and other care cannot be arranged, an employee may be granted, to a maximum of five (5) days of paid absence leave per basic work year to be deducted from accumulated paid

absence leave or as may be allowed by State or Federal law if more benevolent.

B. Approval of a request for paid absence leave due to family illness or injury and the duration of paid absence leave is, in all cases, subject to the requirements of the contract or law, whichever is more benevolent.

C. Family, for the purposes of this subdivision, shall be defined as the employee's spouse, significant other, child, step child, mother, father, mother-in-law, father-in-law, grandchildren, or grandparents, or as allowed by statute.

D. Prior to final approval of the paid absence, the District Human Resources Department shall have the right to require an employee to furnish medical evidence from a qualified physician or medical authority indicating such absence was due to family illness or injury.

E. Approved paid absence leave due to family illness or injury shall be deducted from an employee's accumulated paid absence leave.

F. In accordance with Minnesota Statute 1988, Section 181.9413, employees may use paid leave of absence due to an illness of the employee's child for such reasonable period as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. Child will be defined as an individual under 18 years of age, or an individual under age 24 who is still attending secondary school, or any child dependent of any age.

Subd. 2. Absence Because of an Injury on Duty.

A. Upon the request of an employee who is absent from work as a result of a compensatory injury as covered by Worker's

Compensation, supplied by the School District, the District will pay the difference between the compensation benefits received by the employee and the employee's daily rate of pay.

B. Such difference shall be paid by the District to the employee only for the period of disability or until the employee's accumulated paid absence leave is exhausted.

C. The deduction from the employee's accumulated paid absence leave shall be an amount necessary to equal the difference between the Worker's Compensation benefits and the employee's rate of pay.

Subd. 3. School Activity Leave. The Employer will grant an employee leave up to a total of sixteen (16) hours during any school year to attend conferences or classroom activities related to the employee's child, step child and grandchild. The employee must provide reasonable advance notice and make a reasonable effort to schedule the leave so not as to disrupt the classroom or other work schedule. School activity leave may be deducted from the employee's accrued paid absence leave or sick leave. If there is no accrued leave, this leave will be granted without pay.
Subd. 4. Upon request of the Employee, the Superintendent may approve PAL time to be used in other circumstances.

Section 6. Compensation During Paid Absence. Employees who have the approval for paid absence leave by signing in to the Electronic Leave System, established by Section 5, shall be compensated at their normal daily rate of pay for each day of absence. Paid absence leave compensation shall cease when an employee's paid absence leave accumulation is exhausted.

Section 7. PAL Donation. An employee may individually donate up to forty (40) hours of paid absence leave to another employee who has depleted his/her paid absence leave balance.

Section 8. Leave of Absence. An employee who is unable to work due to personal illness or disability, and who has used a minimum of ninety (90) days of accumulated paid absence leave, or all accumulated paid absence leave

if less than ninety (90) days shall be granted an additional leave of absence without pay for the duration of such illness or disability, up to one (1) year upon furnishing a medical certificate. For absences not covered by this agreement, District policy will apply. Policy No. 451.5, Maternity Leave, provides up to one year of maternity/paternity leave at the discretion of the School Board. Policy No. 453.7, Leave of Absence, provides other types of unpaid leaves at the discretion of the School Board.

Section 9. Layoff. Upon layoff, the District will pay the employee one-third (1/3) of his/her accumulated sick leave and PAL. The remaining two-thirds (2/3) of accumulated sick leave and PAL will be available in case of recall within 18 months. After eighteen (18) months accumulated sick leave and PAL will be lost. If an employee is laid-off at the end of a school year, this payment will be made with the September 30 payroll, once it is determined the employee has not been recalled.

Section 10. Vacation Accrual for 12-month employees. Vacation for 12-month employees will accrue as follows:

1. During the first ten (10) years, vacation is earned at the rate of five sixths (5/6) of a normal work day per month worked (2 weeks).

2. Beginning the eleventh (11th) year, vacation is earned at the rate of one and one fourth (1-1/4) normal work days per month worked (3 weeks).

3. Beginning the twenty-first (21st) year, vacation is earned at the rate of one and two-thirds (1-2/3) normal work days per month (4 weeks).

Personnel who are hired for the school year in one capacity and for the summer in another capacity are not 12-month employees. The rate that vacation is earned is based only on those years that the person was a twelve (12) month employee.

Section 11. Time Off Without Pay. Time off without pay will not be granted if the employee has appropriate accrued leave. Pre-arranged applications for

time off without pay must be approved by the Superintendent or designee.

ARTICLE 10 – SENIORITY

Section 1. Definitions.

Subd. 1. District Seniority. Seniority shall be defined as the length of continuous employment with the School District in a position covered by this Agreement.

Subd. 2. Classification Seniority. Shall be defined as the length of service an employee has served in a particular classification covered by this Agreement.

Section 2. Date for Seniority.

Subd. 1. Seniority Date for District Seniority. Following the completion of the probationary period, as provided by Article 10, Section 6, an employee's district seniority will be established as of the most recent date of hire by the District in a position covered by this Agreement.
Subd. 2. Classification. Classification seniority will be credited only after an employee has secured a position in a classification. Seniority in the classification will be from the first date of continuous employment in the classification.

Subd. 3. Work in More Than One Classification. Employees who work in more than one classification will be given full seniority credit in all classifications for which the employee works seven (7) hours per week or more.

Subd. 4. Seniority for Temporary Positions. Temporary positions of six (6) months or less in duration shall not have any seniority rights. (This assumes the position is filled by an outside hire.)

Subd. 5. In the event two (2) or more employees are hired on the same day, the seniority placement shall be based on the last four (4) digits of the employee's social security number. The employee with the lowest

four (4) digit number shall be deemed the most senior.

Section 3. Loss of Seniority. Employees will lose their district seniority standing (and classification seniority) in the event of retirement, resignation, termination, 18 months in a management position, or 18 months in another District position not covered by this Agreement, or layoff for more than 18 months.

Section 4. Seniority Standing on Unpaid Leave. An employee on unpaid leave of absence for six (6) months or less will be credited with all seniority. An employee on unpaid medical leave of twelve (12) months or less will be credited with all seniority. Employees who take an unpaid leave of absence other than medical leave for more than six (6) months will have their seniority frozen for up to twelve (12) months. After twelve (12) months, the employees on medical leave will lose all previously earned seniority credit.

Section 5. Seniority Use. Seniority shall be used for layoff, recall, and for other rights that are agreed to.

Section 6. Probation. The first six (6) months of employment, not including summer layoff, shall be considered a probationary period. During such probationary period an employee shall have no recourse if discharged by the District. Not more than six (6) days absence for any reason shall be credited for the purpose of computing the probationary period. Upon the satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from most recent date of hire by the District.

Section 7. Seniority List. The Employer agrees to prepare and post a seniority list covering all employees in the classifications covered by this agreement. The seniority list shall be prepared and posted every year. Unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) working days after the list is posted, the seniority standing of the employees as shown on such seniority list shall be deemed to be correct. The Union Steward shall be furnished by January 31st of each year a current list of employees in the bargaining unit showing their date of hire and position held. Upon request of the Union Steward, the list shall be updated.

ARTICLE 11 - JOB POSTING - TRANSFER

Section 1. Job Posting.

Subd. 1. The District will post all new or vacant positions in District buildings in designated areas. Positions will be posted for at least five (5) working days.

Subd. 2. Copies of the postings will be provided to the Stewards and the Union Office.

Subd. 3. Postings will include classifications and job titles, a description of work, number of hours, start and end date (if applicable), and necessary qualifications. Start and end times of posting should state: "flexible" or "approximate" if a school is willing to accommodate a bidder's schedule or if a student's schedule is not set. Otherwise, start and end times should remain as posted.

Subd. 4. If personal care (i.e., toileting, lifting, diapering, feeding, motor activities, medicating) or one-on-one care is to be a part of a Nurse's job description, it must state so on the posting. Employees must be able to perform the personal care requirements specified in the job posting when applying.

Section 2. Applications. Employees in the school where the opening exists and who have completed a probationary period in a job classification covered by this Agreement may apply for any posted, open position. Such employee shall apply in writing and the notice must be received in the Human Resources Office by the deadline contained in the job posting. If no one in the school applies for the open position, the District shall be required to post the position District wide.

Section 3. Qualifications. Positions shall be awarded to the senior qualified employee in the department. If no one in the department meets the qualifications and the position is not awarded, the position shall be awarded

to the senior qualified employee in the District. If no one in the District is qualified, the District may hire externally.

Section 4. Successful Application. An employee may successfully apply for a new or vacant position under this Article only one time in a school year unless the employee can improve the number of hours they work by five (5) or more hours per week.

If an employee has been displaced from their position and applied for an opening rather than displacing a Nurse from their position, this does not count as the displaced employee's "one bid".

The District has the right to allow more than one bid per year for any Nurse as deemed appropriate by the hiring administrator.

Section 5. Priority. In the administration of this Article, current active employees shall have priority over employees on lay-off and subject to recall.

Section 6. Administrative Transfer.

Subd. 1. Transfer. The District may transfer employees due to temporary organizational changes, physical or mental inability to perform assigned duties, or breach in the work relationship between the Nurse and a teacher, students, principal or co-worker.

Subd. 2. When an administrative transfer is necessary, the responsible administrator will discuss the reason(s) for the transfer with the Union and the Nurse and provide the reason(s) in writing. Transfers may only be used for cause and will not be done arbitrarily or capriciously. The District will provide the employee and the Union with a list of similar positions (hours, type of work and location) to which the employee may transfer. Employees who occupy such listed positions shall, by seniority order have the right to voluntarily exchange positions with the transferring employee. An attempt will be made to reach a voluntary exchange. If there are no volunteers for an exchange within five (5) working days of notification, the least senior employee shall be required

to make the exchange.

Section 7. New Position.

Subd. 1. New Position. When hours of a position are increased by more than one (1) hour a day (five (5) hours per week), or changed from part-time status to full-time status, it will constitute a new position for purposes of bidding. A position that is going to continue more than fifteen (15) days beyond the posted end date will have the extended time re-posted as a new position. An addition of more than one (1) hour per day or five (5) hours per week may only be done once to an original job posting. Adding more than one (1) hour per day or five (5) hours per week a second time to the original posting constitutes a new position and the position must be re-posted.

Subd. 2. Changes in classroom grade level and/or changes in building scheduled work time will not constitute a new position. This Subdivision shall concern existing jobs and the people in them, not new posting time frames.

Subd. 3. A Nurse in a one-on-one position may follow the student. Change of schools by the student will not constitute a new position for the Nurse.

Subd. 4. Temporary Positions. A temporary position shall be defined as a new position not anticipated to last more than six (6) months.

Section 8. Summer School Positions and Extended School Year (ESY) Positions.

1. The District will post summer school and ESY positions on or before May 1 for a minimum of five (5) working days, District-wide.

2. The Union recognizes that summer school positions and ESY positions posted on May 1, may change prior to the start of the summer school and/or ESY due to unanticipated changes in enrollment.

3. Summer school and ESY positions will describe as much as possible, the days, hours, location, and nature of the positions.

4. Summer school and ESY positions will be bid on in a group bidding session which will occur within five (5) working days after the posting deadline. Such positions shall be awarded by seniority.

5. The employee must be able to perform the job.

ARTICLE 12 - REDUCTION OF WORK FORCE

Section 1. Notice.

Subd. 1. Notice for Other Than One-on-One Nurses. When reducing the work force, the District will lay off the employee in the position that is eliminated. The employee affected by the layoff will be given fourteen (14) calendar days written notice of layoff.

Subd. 2. Notice for One-on-One. The Subd. 1. notice will not apply when the position eliminated is a one-on-one and the reason for its elimination is the student's withdrawal from the School District. When this occurs, the Employer will notify the affected employee within twenty-four (24) hours of their knowledge of the student's withdrawal and the employee will be able to finish out the work week.

Subd. 3. Notice of Reduction of Hours for Other Than One-on-One Nurses. When the hours of a position are to be reduced from full-time to part-time status or by more than one (1) hour per day (5 hours per week), the District will provide the employee(s) who are affected with advanced written notice of not less than fourteen (14) calendar days. Employees receiving such notices may elect to accept the reduction of hours or treat the reduction of hours as a layoff notice.

Subd. 4. Notice of Reduction of Hours for One-On-One Nurses. When the hours of a one-on-one Nurse are to be reduced from full-time to part-time status or by more than one (1) hour per day (5 hours per

week), the District will notify the employee within twenty-four (24) hours of the District's knowledge of the cause for a reduction in hours. The Nurse receiving such a notice may elect to accept the reduction of hours or treat the reduction as a layoff notice.

Subd. 5. Lay-Offs. Lay-offs will be by District seniority within a classification covered by the contract. The District may, at its discretion, ask for volunteers for layoff in the classification being reduced. The District will notify the employee as soon as possible of options of voluntary lay-off.

Section 2. Procedure.

Subd. 1. Replacement Rights. The employee affected by the layoff will have the right to replace the least senior employee in the same classification whose assigned average daily work hours do not exceed one (1) hour more than the laid off employee's assigned work hours.

If the employee affected by the layoffs is a one-on-one Nurse whose student withdraws from the District during the school year, such employee will have the right to replace the least senior employee in the same classification who is not a one-on-one Nurse whose assigned average daily work hours so not exceed one (1) hour more than the laid off employee's assigned work hours.

Subd. 2. Rights When Laid Off or Hours Reduced. An employee whose position is eliminated or has been displaced will have the right to voluntarily accept layoff status and, if in compliance with Section 3, retain their seniority rights. If an employee's hours are reduced and/or eliminated, the employee will be entitled to their former position if the hours of that position are increased by at least one (1) hour or the position is reinstated within eighteen (18) consecutive months. This will apply whether the employee affected displaces another employee, accepts layoff status, remains in position, and / or bids to another position.

Subd. 3. A copy of the recall letter will be provided to the designated

union steward.

Subd. 4. The layoff procedures of this Article shall not apply during the school year for employees in positions where the length of the position was posted for less than the complete school year.

Section 3. Recall.

Subd. 1. No new Nurse shall be employed by the District while any qualified Nurse is on layoff status. Nurses placed on layoff shall be recalled to the position from which they have been laid off, or any other position in the District for which they qualify. The order of recall shall be in the inverse order in which Nurses were laid off, that is the first Nurse laid off, who is qualified for the position, shall be the last recalled. Employees on layoff status shall file with the District their name and address to which any notice of recall or availability of position should be mailed.

Subd. 2. Recall rights shall automatically cease eighteen (18) months from the date of layoff.

Subd. 3. A Nurse placed on layoff status may refuse recall to a position for which he/she is qualified that has greater or lesser hours than the position from which he/she was laid off. Such refusal shall not affect his/her recall rights. If a Nurse refuses recall to a position for which he/she is qualified that has the same hours as the position from which he/she was laid off, that Nurse's recall rights shall cease at the time of that refusal.

Section 4. Notice of Recall.

Subd. 1. Notice of recall shall be made by certified mail, return receipt requested, to the last known address of the employee being recalled. Response to the notice of recall shall be made to the District in writing within seven (7) calendar days after the date of receipt of such notice. Employees failing to respond within seven (7) calendar days of notice or who fail to report for work, shall waive any right to re-employment and shall have their name removed from the recall list.

Subd. 2. The date of return to work shall be at least fourteen (14) calendar days from the date the employee receives the notice of recall, unless an earlier time is agreed to.

Section 5. Right to Accept Layoff. An employee whose position is eliminated, shall have the right to voluntarily accept layoff status.

ARTICLE 13 - JURY DUTY

Section 1. In the event an employee is called to serve on a jury, the District will supplement the difference between jury fees and the employee's daily rate of pay for each day of absence.

Such difference shall be paid by the District to the employee only for the period of jury duty.

Upon return from jury obligation, the employee will be made whole in all respects.

ARTICLE 14 - EDUCATION

Section 1. Training will be paid for all hours in school and/or in-service. The District will pay the cost of registration, required materials, time away from the job, or paid time if not on duty. Costs associated with job related training will be reimbursed if the employee has prior approval by the special services director.

Section 2. The Employer will provide annual refresher training for all Nurses to do their job. Examples of training shall be: changes to applicable Statutes/Laws; blood borne pathogens; terrorist threats; confidentiality; Crisis Prevention Intervention; Building Crisis Teams and their purpose; MA Billing; how to use the Electronic Payroll System and Leave System; new student behavior intervention procedures; usable skills to work with students Autistic disorders; etc. The District will determine what, if any, training is

necessary for Nurses and provide such training in accordance with Section 1 of this Article. Examples in this section are not enforceable under the contract and do not set precedent.

Section 3. The Employer will reimburse the employee the cost of Licensure of all licenses that are directly related to the job.

ARTICLE 15 - RATES OF PAY

Section 1. Rates of Pay

Subd. 1. The wages and salaries reflected in Subd. 3 shall be part of the agreement for the period commencing July 1, 2026 through June 30, 2028, and thereafter until modifications are made pursuant to the PELRA.

Subd. 2. A wage increase is not automatic and is effective only upon affirmative action of the school district. Wage increases will usually take place at the beginning of the next school year. Persons who have terminated their services, prior to the date that this contract was ratified by the bargaining unit, are not eligible for a retroactive wage adjustment.

Subd. 3. Wage Schedule.

	2026 - 2027	2027 - 2028
Certified Medical Assistant	$27.89	$28.87
LPN	$30.33	$31.39
RN	$39.26	$40.63

*This is a 3.5% increase for each year of this contract.

Subd. 4. Longevity. In addition to the hourly rates of pay listed above, each employee whose hours average twenty (20) or more per week during the normal school year and who qualifies as per table below shall receive:

After 5 years of continuous service	$2.00 per hour
After 10 years of continuous service	$2.50 per hour
After 15 years of continuous service	$3.00 per hour
After 20 years of continuous service	$3.50 per hour
For each additional year of service over 20 years	$0.25 per hour

Longevity increases shall be effective at the start of the school year at the same time the step increase is processed. Longevity increases will be made for those that are eligible based on their anniversary date for the upcoming school year.

Subd. 5. Wages will be paid on the 15th or last business day before the 15th, and the last business day of each month. Wages shall be paid over a twelve month period beginning with the first payroll in September.

ARTICLE 16 - HOLIDAYS

Section 1. Holidays. The following will be paid holidays for Nurses:

Independence Day
Thanksgiving Day
Christmas Eve Day
New Year's Day
Memorial Day
Labor Day
Day after Thanksgiving
Christmas Day
Spring Break Day
District designated floating holiday

No holiday will be taken which is in conflict with school being in session. If a holiday falls on a school day or weekend, the District will designate a compensatory day.

To receive holiday pay the Nurse must work the last school day or work day

before the holiday and the first school day after the holiday unless the employee is on paid leave. To be eligible for the Independence Day holiday, a Nurse must work a summer school session that includes the Independence Day holiday, in addition to the conditions set forth above.

Personnel will not be paid for any holiday that occurs during a period when the employee has been laid off.

Holiday pay shall be computed at the person's regular rate of pay times the hours in their normal work day. The number of hours used for the employee's "normal work day" will be the employee's average work day. This will be calculated using each employee's total hours worked per week divided by five (5).

Section 2. Twelve Month Employees. All ten (10) listed holidays apply to twelve (12) month employees.

ARTICLE 17 – GROUP INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the District.

Section 2. Application. Insurance coverage is not automatic. Employees who wish coverage must make application for it.

Section 3. Hospital/Medical Insurance.

Subd. 1. Employees who regularly work twenty (20) or more hours per week shall be eligible to participate in the group health insurance program. The District's pro-rata contribution shall be a percentage applied to the fixed rate set for the type of coverage selected by the employee.

Rates for available coverage are as follows:

- Dependent Coverage: $1338.00 per month for eleven (11) months per year. Total annual benefit not to exceed $14,713.00

for 2026-2027 school year. $1392.00 per month for eleven (11) months per year. Total annual benefit not to exceed $15,313.00 for 2027-2028 school year.

- Single Coverage: Actual cost up to $1,283.00 for twelve (12) months per year. Total annual benefit not to exceed $15,396.00.

The District's contribution towards the cost of the coverage selected is a percentage based on the number of hours worked per year as follows:

Regularly Scheduled Hours Per School Year	**Percentage of Annual Maximum Benefit**
1190 and above	100%
1189 - 1073	90%
1072 - 947	80%
946 - 821	65%
820 - 740	50%
Below 740	- 0 -

Above hours exclude overtime or casual assignment over scheduled hours.

All costs in excess of District contribution, as per above table, shall be deducted from the employee's pay.

Subd. 2. Two Employees in the Same Family. When two (2) people in the same family are employed by the District, the maximum health insurance benefit paid by the District will be equal to either:

A. two (2) single coverage benefits applicable to the employees' respective employee agreements; or
B. two (2) dependent coverage benefits applicable to the employees' respective employee agreements.

The actual amount contributed by the District for persons employed part-time will be governed by Subd. A of this Section. In no event will

the District's contribution toward health insurance benefits for two (2) employees in the same family exceed the actual premium cost of dependent coverage in any year.

Section 4. Consumer Directed Health Plan 830 and Voluntary Employee Beneficiary Association (VEBA). The District shall offer Consumer Directed Health Plan coupled with a VEBA. Each Employee who chooses to enroll in the Consumer Directed Health Plan will receive a District contribution for premiums and a contribution into a Health Deductible/VEBA Plan offered by the District as follows:

A. Single Coverage with a VEBA. The School District shall make available the group health plan. The School District will pay up to $14,196 per year at the rate of $1,183 per month for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan.

The District will also contribute one thousand five hundred dollars ($1,500) towards the deductible into each qualified employee's VEBA account in equal payments with each pay period.

B. Family Coverage without a VEBA. The School District shall make available the group health plan. The School District will pay up to $14,713.00 for the 2026-2027 school year at the rate of $1338.00 per month for each month. The School District will pay up to $15,313.00 for the 2027-2028 school year at the rate of $1392.00 per month for each month, or major portion thereof employed, toward the annual premium. No contribution will be made towards the deductible or into a VEBA account.

C. If a qualified bargaining unit member enters the VEBA plan as a participant on a date after the first day of the VEBA plan year, the District shall prorate the amount of the District contribution to reflect the late entry. This prorated amount will be determined by the number of days the employee is contracted compared to the total days of a full-time Nurse.

D. All contributions on behalf of the VEBA plan participant shall cease on the date the participant is no longer covered under the Consumer Directed Health Plan.

Section 5. Consumer Directed Health Plan and Health Savings account (HSA). The District shall offer Consumer Directed Health Plan coupled with an HSA. Each Employee who chooses to enroll in the Consumer Directed Health Plan will receive a District contribution for premiums and a contribution into an HSA offered by the District as follows:

A. Single Coverage with an HSA. The School District shall make available the group health plan. The School District will pay up to $13,396 per year at the rate of $1,116 per month for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan.

The District will also contribute two thousand-three hundred dollars $2,300.00 towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

B. Single Coverage without an HSA. The School District shall make available the group health plan. The School District will pay up to $15,396 per year at the rate of $1,283 per month for each month, or major portion thereof employed, toward the premium.

No contribution will be made toward the deductible or into an HSA account.

C. Family Coverage with an HSA. The School District shall make available the group health plan. The School District will pay up to $11,713.00 for the 2026-2027 school year at the rate of $1,065.00 per month for each month. The School District will pay up to $12,313.00 for the 2027-2028 school year at the rate of $1,120.00 per month for each month, or major portion thereof employed, toward the annual premium for family group health coverage under this plan.

The District will also contribute three thousand three hundred dollars ($3,300.00) towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

D. Family Coverage without an HSA. The School District shall make available the group health plan. The School District will pay up to $14,713.00 for the 2026-2027 school year at the rate of $1338.00 per month for each month. The School District will pay up to $15,313.00 for the 2027-2028 school year at the rate of $1392.00 per month for each month, or major portion thereof employed, toward the annual premium. No contribution will be made towards the deductible or into an HSA account.

E. The employee will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.

F. If a qualified bargaining unit member enters the HSA plan as a participant on a date after the first day of the HSA plan year, the District shall prorate the amount of the District contribution to reflect the late entry. This prorated amount will be determined by the number of days the employee is contracted compared to the total days of a full-time Nurse.

G. All contributions on behalf of the HSA plan participant shall cease on the date the participant is no longer covered under the Consumer Directed Health Plan.

The School District shall also make available alternate health plans. With respect to the Nurses, the School District shall contribute an annual amount not to exceed $15,396.00 for 2026–2028 towards the premium for Single Group Health Coverage.

The School District shall contribute an annual amount not to exceed $14,713.00 for the 2026–2027 school year. The School District shall contribute an annual

amount not to exceed $15,313.00 for the 2027-2028 school year, towards the premium for Family Group Health Coverage.

Qualifying employees who elect coverage in the group health plans described in Section 3 shall not be entitled to participate in the HSA or VEBA for Active Employees (Section 4 and Section 5) thus they will not become members of the Voluntary Beneficiary Association and they will not receive contributions to individual accounts in the HSA/VEBA Plans.

Section 6. Long Term Disability. The District will provide an income protection plan to cover all full-time Nurses at an income rate of 66 and 2/3%.

Section 7. Life Insurance. The School District will provide thirty thousand dollars ($30,000) of term life insurance to all bargaining unit employees who regularly work thirty (30) or more hours per week. Those employees who currently work under thirty (30) hours per week and currently have Group life insurance at their own expense, may continue with their current coverage at their own expense. Employees covered by this contract and under 60 years of age can, at their own expense, purchase up to an additional $30,000 of life insurance in increments of $10,000. Employees covered by this contract and over 60 years of age can, at their own expense, purchase an additional $10,000 of life insurance.

Section 8. Duration of Insurance Contribution. An employee is eligible for district contributions as provided in this Article as long as the person is employed by the district. Upon termination or lay-off of employment, all district contributions shall cease, effective the last working day. Persons who are on leave without pay or lay-off must bear the full cost of any group insurance that they have elected to carry. Employees who are on worker's compensation or on long term disability are eligible for district contributions to group insurance in effect when the disability began as long as they remain employees of the district.

Section 9. Early Retirement. Nurses retiring before being eligible for Medicare and who have at least fifteen (15) years of service with the District shall be eligible to remain in the existing group health insurance program with a District contribution up to $1,200 per year at the rate of $100 per month. That benefit will commence upon early retirement and continue until the end

of the month the Nurse qualifies for Medicare.

Section 10. Dental Insurance. Employees covered by this Agreement shall be allowed to participate in the Employers Dental Insurance at the employees cost.

ARTICLE 18 – PERSONAL LOSS REIMBURSEMENT

Section 1. Damaged Clothing. Employees are expected to wear clothing and footwear that is appropriate for their work setting, so that normal risk of loss, damage, or injury will not inhibit employees in the performance of their duties. If damage to his/her personal property and clothing does occur as a result of student action, the employee must submit a written report of the incident, giving the following information:

1. When, where, and how the damage occurred.
2. The name of the student(s) involved.
3. Description of the item and damage.
4. Estimated cost of repair or replacement.

Employees will be reimbursed seventy-five percent (75%) of the actual cost, not to exceed the maximum allowed for losses of personal property as shown below:

1. Broken watch - $40.00.
2. Broken glasses - replacement at actual cost of same value.
3. Damaged clothing - $50.00.

Jewelry and other personal items will not be covered, as employees should not be wearing such items in the work area.

This written report must be signed by the employee and submitted to the Director of Special Services within a forty-eight (48) hour period. The Director will submit the employee's original report, with signature of approval and attached paid receipt to the Business Office for processing to obtain employee's reimbursement payment. The employee will receive

reimbursement for damage only when she/he cannot receive reimbursement from other sources, such as her/his home owners insurance or workers' compensation.

ARTICLE 19 - BEREAVEMENT LEAVE

Section 1. Bereavement Leave. Five (5) days bereavement leave will be allowed, with no sick leave deduct, for a death in the immediate family. Employees must request bereavement leave, in writing, to the District Director of Personnel. For purposes of this article, "immediate family" means husband, wife, domestic partner, children, stepchildren, and any other members of the same home; father and mother, step parents, brothers and sisters, grandfather and grandmother, nieces and nephews, spouse's grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, and former legal guardian of the staff member covered by the terms of this Agreement. The district will grant up to one (1) day Bereavement Leave to any Nurse for the death of aunts and uncles not to be deducted from PAL or sick leave.

Section 2. Funerals of Close Friends. Employees may, with the approval of the Superintendent of Schools, or designee, be granted up to one (1) full day of sick leave or PAL (paid absence leave) to attend the funeral of a close friend.

ARTICLE 20 - SEVERANCE

Section 1. Options. An employee who has completed at least twenty (20) consecutive years of service with the School District, exclusive of unpaid leave, and who is at least fifty-seven (57) years of age shall be eligible for severance pay pursuant to the provisions of this Article, upon submission of a written resignation accepted by the District. Such benefit shall be either:

A. An amount equal to three (3) days of the retiring employee's current hourly rate of pay at the time of severance, times the number of full years of employment in the School District, to a maximum of sixty (60) days; OR

B. Payment for one-half (1/2) of the retiring employee's accumulated paid absence leave and accumulated sick leave, at a rate equal to the employee's current hourly rate of pay at the time of severance, to a maximum of seven hundred twenty (720) hours; whichever is greater.

Section 2. Definitions. For purposes of determining the amount of salary to be used for calculating severance payment under options A. or B. in Section 1 of this Article, the rate of pay shall be the rate being earned at the time of severance and the number of paid hours in a day shall be the average number of hours worked per day during the three (3) years preceding severance.

ARTICLE 21 - TAX DEFERRED ACCOUNT

The School District shall make available an option to participate in a tax deferred account (403B).

A. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457 and any amendments thereto.
B. The account must be established with a district-approved company from an established list of the employee's choice. It shall be the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the School District. The District shall make payment to the employee's selected company bi-monthly through the employee elected contributions.

ARTICLE 22 - MAINTENANCE OF STANDARDS

Rates of pay and/or insurance benefit compensation from the District for employees covered by this Agreement that exceed the terms set forth in this Agreement will be maintained until the terms of this Agreement or subsequent agreement, become equal with the pre-agreement terms.

ARTICLE 23 - DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing July 1, 2026 to June 30, 2028 and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School District and the Union representing the employees. The provisions herein related to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulation 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 Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability. The provisions of this Agreement 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 Agreement or the application of any provision thereof.

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

For: Faribault ISD #656

Chairman

Clerk

Chief Employer Negotiator

For: International Union of Operating Engineers, Local 70

Scott Marsyla, Business Manager

Michael Dowdle, President

Kirstie Doer, Recording Secretary

Dan LaCroix, Business Representative

Terra Boyd, Steward

Susan Pelkey, Steward

9/28/2026
Date:

9/28/2026
Date:

DB/lr/opeiu#12
Contracts/Faribault Nurses