



AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT
No. 270**

and

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 284
(Kids & Company)**

**Effective dates:
July 1, 2024 – June 30, 2026**

TABLE OF CONTENTS

Article	Page
1 Purpose	4
2 Recognition	4
3 Scope of Agreement	4
4 Employer Rights	4
5 Union Rights	5
6 Posting of Vacancies and Probationary Period	6
7 Hours of Work	7
8 Employment Status	8
9 Job Classifications and Compensation	8
10 Sick Leave	11
11 Assault-Battery Leave	13
12 Family Illness Leave	13
13 Funeral Leave	14
14 Personal Leave	14
15 Jury Duty Leave	14
16 Child Care Leave	15
17 Disaster Leave	15
18 Insurance	15
19 Holidays	18
20 Vacation	18
21 Severance	19
22 Unpaid Leaves of Absence	20
23 Professional Expense Reimbursement and Flexible Benefit Plan	21
24 Seniority and Layoff	21
25 Discipline and Discharge	25
26 Grievance Procedure	25
27 Health Requirements	27
28 Severability	27
29 Waiver	27
30 Training and Development	28
30 Duration and Pledge	28
Memorandum of Agreement: Child Care Agreement	31
Memorandum of Understanding: Jonathan Smart	32

This AGREEMENT, entered into on the _____ day of _____, 2025, between Independent School District No. 270, hereinafter called the EMPLOYER, and Service Employees International Union, Local 284, hereinafter called the UNION, has as its basic objective the promotion of the responsibilities of the EMPLOYER for the public good.

ARTICLE 1. PURPOSE.

The UNION and the EMPLOYER agree that the purpose for entering into the AGREEMENT is to:

- 1.1 establish the foundation for a harmonious and effective relationship;
- 1.2 provide for a means to peacefully resolve disputes concerning the application or interpretation of this AGREEMENT;
- 1.3 specify the full and complete understanding of the parties; and
- 1.4 place in written form the agreed upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2. RECOGNITION.

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employees in the following unit:

All educational Kids & Company employees of Independent School District No. 270, Hopkins, Minnesota, who work for more than eight (8) hours per week, excluding supervisory employees, confidential employees, students, and all other employees.

- 2.2 Job assignments which are within the bargaining unit and covered by this AGREEMENT are as follows: (see Article 9 for Job Classifications)

Kids & Company Lead Supervisor
Kids & Company Activity Supervisor
Kids & Company Activity Assistant

- 2.3 In the event there is a dispute as to whether a particular employee position is to be included or excluded from the employee's appropriate unit, either party to this agreement may institute proceedings before the Bureau of Mediation Services pursuant to the Minnesota Public Employment Labor Relations Act (PELRA).

ARTICLE 3. SCOPE OF AGREEMENT.

- 3.1 It is the intention of the UNION and the EMPLOYER that the coverage of this AGREEMENT is limited to the "terms and conditions of employment," defined as:

"the hours of employment, the compensation therefore including fringe benefits,"

that are specifically established herein and are not intended to be in conflict with any statute of the State of Minnesota or rule or regulation promulgated there under.

ARTICLE 4. EMPLOYER RIGHTS.

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 4.2 Any "term or condition of employment" not explicitly established by this AGREEMENT shall remain with the EMPLOYER to establish, modify, or eliminate by reasonable work rules, policies and procedures.

ARTICLE 5. UNION RIGHTS.

- 5.1 With the authorization of the Employee, each employee shall have the right to request and be allowed dues check-off for the Union. The employee request shall be in the form of written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate forms are paper, electronic file, audio file) for dues/premier member dues deduction. Additionally, the Union and the District agree to abide by the terms of Minnesota Statute 179A.06 Subd. 6.

The School District agrees to honor and implement all terms of dues checkoff authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. Such dues shall be remitted to the Union monthly.

- 5.2 The EMPLOYER shall notify the UNION in writing of new employees. Furthermore, the UNION and the EMPLOYER agreed to abide by the terms of Minnesota Statute 179A.07 Subd. 8.
- 5.3 The Business Representative of the UNION shall be permitted to enter the facilities of the EMPLOYER where employees covered by this AGREEMENT are working upon notification to the Human Resources Administrator.
- 5.4 The EMPLOYER shall not enter into any agreement with employees which conflicts with the terms and conditions of this AGREEMENT.
- 5.5 The UNION may designate employees from the bargaining unit to act as Representatives and shall inform the EMPLOYER in writing of the names of such Representatives and of successors when so named. Employees so designated shall have the duties and responsibilities established by ARTICLE 26 (GRIEVANCE PROCEDURE).
- 5.6 The School District will provide the Union representative and Union steward(s) with the name and work location of each new employee when that employee begins work with the school district. The School District will also provide the

union steward's name and work location to each new employee.

The District will allow a Union designated representative to meet in person with newly hired employees for thirty minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in pay status. The District will provide at least ten 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.

- 5.7 The employer shall grant time off to members of the bargaining unit that are appointed or elected to a position of leadership in the Union for the purpose of conducting the business of the Union that will be more than (2) weeks in duration. The Union shall give the employer reasonable notice of at least (4) weeks prior to the utilization of such leave. The Union shall reimburse the employer at the employee's regular rate of pay, including FICA and PERA benefits for the time missed. The employer's contribution towards any insurance benefits shall also be reimbursed by the Union. The employee shall continue to accumulate leave and vacation, and shall have access to leave time should a qualifying event occur.

5.7.1 Employees returning from leave as above that is six (6) months or less shall be returned to the assignment held at the start of the leave. The assignment an employee returns to for leaves in excess of six (6) months shall be mutually agreed to by the employer and the Union prior to the end of the first six (6) months. In the event that the employer and the Union are unable to agree to the assignment on return the employee shall have the option to terminate the leave and return to the assignment held at the start of the leave.

- 5.8 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 or 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 use does not interfere with the District's business operations.

ARTICLE 6. POSTING OF VACANCIES AND PROBATIONARY PERIOD.

- 6.1 The EMPLOYER and the UNION agree that job classification vacancies should be filled based on the concept of promotion from within, provided that applicants

have the necessary qualifications to meet the standards of the vacancy and have the ability to perform the duties and responsibilities of the vacancy.

6.1.1 New positions and vacant positions shall be posted by the EMPLOYER for a period of at least seven (7) consecutive calendar days.

6.1.1.1 The notice of posting shall be made on the EMPLOYER'S website and emailed to Kids & Company supervisors for distribution to employees.

6.1.1.2 The notice of posting shall include a description of the position's duties and responsibilities, its location, and its approximate hours of work.

6.1.1.3 When summer opportunities become available for Kids & Company employees, employees will be considered for openings in the positions by submitting an internal application. Employees will be asked their first, second, and third preferences and will be placed in a summer position based on program needs, qualifications, abilities, work performance, and seniority.

6.1.2 Vacancies shall be filled based on an applicant's qualifications, abilities, work performance, and seniority. Applicants must meet the minimum qualifications in order to be considered. The EMPLOYER shall have the right to fill vacant positions during the posting procedure by a "temporary" assignment or by the employment of "temporary" personnel.

6.2 All individuals who are original hires or rehires shall serve a probationary period of six (6) months.

6.2.1 The probationary period shall serve as a period of time during which the employee shall demonstrate fitness and ability to perform the job classification duties and responsibilities.

6.2.2 The employee's performance shall be reviewed with her/him after three months and before the end of the sixth month of the probationary period.

6.2.3 At any time during the probationary period an employee may be terminated at the discretion of the EMPLOYER without recourse to the provisions of ARTICLE 26 (GRIEVANCE PROCEDURE). Employees terminated during the probationary period shall receive a written notice of such termination.

6.3 The Human Resources Recruiting & Retention Specialist shall be responsible for determining rate of pay, presenting the offer, and providing new employee orientation to individuals who are original hires or rehires.

ARTICLE 7. HOURS OF WORK.

- 7.1 The normal work day shall be a maximum of eight (8) consecutive hours, excluding a one-half (1/2) hour unpaid lunch period.
- 7.2 The normal work week shall be a maximum of five (5) consecutive normal work days in a calendar week.
- 7.3 The work year shall be established by the EMPLOYER and assigned to employees.
- 7.4 The scheduled hours per normal work day shall be established by the employee's immediate supervisor.
- 7.5 Nothing in this AGREEMENT shall be construed as and is not a guarantee of any hours of work per normal work day or work week.
- 7.6 Hours worked in excess of forty (40) in a normal work week for non-exempt employees shall be compensated at the rate of one and one-half (1-1/2) the employee's hourly rate of pay or shall receive compensatory time at the rate of one and one-half (1-1/2) times subject to the request of the employee and approval of the immediate supervisor. Overtime shall be reported to the immediate supervisor on a weekly basis.
- 7.7 **Emergency Closing (Students only)**
In the event that schools are closed for students but not for staff due to inclement weather or other unforeseeable circumstances, Kids & Company employees will report to work as soon as practical unless they are instructed not to report to work. Employees who are unable to report to work may draw personal leave or vacation, if available, or may take the day off without pay.
- 7.8 **Split shift stipend.** Kids & Company employees that are scheduled to work a split shift will receive one (1) additional hour of pay at the employee's current hourly rate.

ARTICLE 8. EMPLOYMENT STATUS.

- 8.1 Full-time employees are defined as individuals assigned to a job classification or classifications, scheduled for a normal work week of thirty (30) hours or more, and are compensated at a basic hourly rate as established by ARTICLE 9.
- 8.2 Part-time employees are defined as individuals assigned to a position that is scheduled for a normal workweek of less than thirty (30) hours, and compensated at an hourly rate for all hours worked.
- 8.3 Full-time and part-time employees shall be subject and entitled to all "terms and conditions of employment" to the extent established by this AGREEMENT.

ARTICLE 9. JOB CLASSIFICATIONS AND COMPENSATION.

- 9.1 **Job Classifications.** Personnel shall be hired for and assigned to the following job classifications. Positions will have uniform job descriptions for all schools.

Kids & Company Positions

Class 1 – Kids & Company Lead Supervisor (Exempt)

The Lead Supervisor is the primary person at the site level responsible for the overall implementation of the Kids & Company Program.

Class 3 – Kids & Company Activity Supervisor (Non Exempt)

The Activity Supervisor is responsible for the implementation of the Kids & Company Program at the site level.

Class 4 – Kids & Company Activity Assistant (Non Exempt)

The Activity Assistant assists in the implementation of the Kids & Company program and the supervision of children at the site level.

9.2 **Wage Rates.**

- 9.2.1 The basic hourly wage rate for full-time and part-time employees shall be as follows:

2024-2025 Wages

Salary Schedule		
Class	Min	Max
1	\$55,304.00	\$74,902.00
3	\$21.14	\$27.56
4	\$18.02	\$22.62

All employees who are not at the maximum wage will have their wage increased by 4% or up to the maximum, whichever is lower, effective July 1, 2024.

2025-2026 Wages

Salary Schedule		
Class	Min	Max
1	\$58,069.00	\$79,022.00
3	\$21.99	\$28.66
4	\$18.74	\$23.52

All employees who are not at the maximum wage in classes 3 & 4 will have their wage increased by 4% or up to the maximum, whichever is lower, effective July 1, 2025. Employees in class 1 will have their wage increased by 5.5% or up to the maximum, whichever is lower, effective July 1, 2025.

Longevity

Full-time employees shall earn career step increases in each year of this agreement for continuous service in the Hopkins School District as follows:

After 12 yrs - \$1,750

After 16 yrs - \$2,750

After 20 yrs - \$3,750

Part-time employees shall earn career step increases in each year of this agreement to continuous service in this bargaining unit as follows. For the purposes of this provision, "continuous service" is defined as a period during which an employee has had a regular school-year position within the unit, broken only by regular breaks in the school year (including summer break) if the employee returned to their school-year position immediately following the break.

After 12 yrs - \$900

9.3 Compensation. Compensation shall be based on an employee's job classification, employment status, and hours worked.

9.3.1 An employee covered by this Agreement, who is employed in another position in the School District covered by a Local 284 Master Agreement, will be eligible for health and dental benefits for the total number of regularly scheduled hours within the School District covered by a Local 284 Master Agreement. The Master Agreement under which the employee works the most regularly scheduled hours will dictate the health and dental benefits. If an employee is regularly scheduled equal hours in each position, the employee will have the opportunity of choosing, in writing, which benefits will be provided.

9.3.2 An employee who substitutes for another employee at a higher classification for more than three (3) days shall be entitled to receive the rate of pay associated with the higher classification. The higher rate of pay shall be paid from the fourth (4th) day until the absent employee returns to duties or is replaced.

9.3.3 **Paid Education:** Any employee who is required by the District to attend an education session shall be paid according to the provisions of this Master Agreement.

9.4 Pay Days. Employees shall receive checks twice monthly according to the District's payroll schedule. The total annual earnings of each employee will be based on total hours worked and recorded in the District's time and attendance system. Fringe and union dues deductions for the fiscal year will be divided equally among the available paychecks.

9.4.1 New employees will receive an initial paycheck on the 15th or 30th of the month following the beginning of employment after July 1.

9.4.1.1 Employees will clock in and out on the District's time and attendance system daily. Time sheets shall be approved by the employee weekly. Any time worked beyond the assigned schedule will require approval from the direct supervisor.

9.5 **Wage Advancement Eligibility.** Employees employed before January 1st shall be assigned the preceding July 1st as their anniversary date. Employees employed on or after January 1st shall be assigned the succeeding July 1st as their anniversary date.

9.6 **School Closing.** When Kids & Company employees are not required to work or are dismissed early by the EMPLOYER due to inclement weather or emergency closing, staff regularly scheduled for work shall suffer no loss in pay. Kids & Company employees directed to work when the District is closed for staff will be compensated at one and one-half times (1.5) their normal rate of pay for the hours worked. Any employee who is regularly scheduled to begin work before 7:00 AM will receive a minimum of 2 hours of pay at one and one-half times (1.5) their normal rate of pay when school is closed for staff.

9.8 **TSA Match.** Employees who participate in the District's 403(b) elective deferral program are eligible to receive a matching fund contribution. The EMPLOYER will match up to \$500.00 annually, dollar-for-dollar.

9.9 **Classification Change.** The terms of this Section apply to Employees who (1) have at least three years of service with the District at the time of their classification level change or (2) Employees who are changing classifications as the result of a District budget or program reduction.

Employees who move to a higher-paying classification will be placed at the same percentage distance between the minimum and maximum pay in their new classification as they were at in their previous classification. For example, if Classification A had a minimum wage of \$20/hr. and a maximum wage of \$24/hr. and Classification B had a minimum wage of \$22/hr. and a maximum wage of \$30/hr., then an employee making \$23/hr. in Class A who moved to Class B would need to go to the rate that was 75% of the way from the minimum to the maximum in Class B, which would be \$28/hr. Employees who move to a lower-paying classification will be placed at their same pay rate in the new classification as they were at in the old classification unless that rate is above the maximum in their new classification, in which case they shall be placed at the maximum in their new classification.

ARTICLE 10. SICK LEAVE.

It is essential that Kids & Company employees be at work because absences place a burden on co-workers and cause service efficiency to suffer. There will be occasions when Kids & Company employees will not be able to work because of illness or injury, family illness, funeral leave, and essential business/emergency leave. Any time away

from work should be limited to the time absolutely required. Arrangements should be made, whenever possible, to conduct personal business outside of the normal work day. If an employee must miss work it is the responsibility of the employee to personally notify the employee's supervisor in a timely manner of the need and reason for the absence.

10.1 Full time employees shall earn one (1) day of sick leave per each full month of employment. Earned sick leave may accumulate to an unlimited amount.

10.1.1 Part time Employees: Part time employees working at least 15 but less than 30 regularly scheduled hours per week shall receive five (5) days of sick leave per year. Part time employee working at least 8 but less than 15 regularly schedule hours per week shall receive three (3) days of sick leave per year.

10.2 **Use of Sick Leave.**

10.2.1 Accumulated sick leave may be used for absences from work necessitated by illness or injury. For compensation purposes, when the use of sick leave is approved, employees will be considered to have worked their normal work day.

10.2.1.1 One-third of a sick leave day up to accumulated sick leave may be used during a Worker's Compensation leave of absence. The employee will be responsible for entering the sick leave requests.

10.2.2 The use of accumulated sick leave in excess of three (3) consecutive work days or the repeated and systematic use of sick leave may require medical verification of the illness or injury at the discretion of the Human Resources Employment Specialist or designee.

10.2.3 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may request an unpaid leave of absence in accordance with the provisions of ARTICLE 22 (UNPAID LEAVES OF ABSENCE).

10.2.4 Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by the provisions of ARTICLE 25 (DISCIPLINE AND DISCHARGE).

10.3 **Notification.** Employees unable to report for their normal work day shall notify their supervisor prior to their scheduled starting time. Employees returning to work from a long-term illness, more than three (3) days, shall notify their supervisor at least one (1) calendar day prior to their scheduled starting time. Employees failing to give such notice may be subject to discipline as provided by ARTICLE 25 (DISCIPLINE AND DISCHARGE).

10.4 **Sick Leave Donation.** Employees may donate sick leave from their available balances under the following conditions:

- 10.4.1 Donation by employees will be to a central bank (for Kids & Company employees only) once per year no later than June 30th for the upcoming school year.
- 10.4.2 All employees may donate up to two (2) days per year with the exception of staff with greater than 60 days of sick leave in their balance who can donate up to four (4) days per year.
- 10.4.3 Employees may submit a request to Human Resources to access days from the bank if they have a catastrophic health event. A catastrophic health event will be defined as any condition that takes an employee fully off of work (as certified by a qualified physician) for more than two (2) weeks.
- 10.4.4 The leave use will be on a “first come, first served” basis with staff members not receiving additional sick leave if there is no balance in the central sick leave donation bank.
- 10.4.5 In no event will a staff member continue to access sick leave from the central bank after the 60th calendar day from the first date of absence for the catastrophic medical condition.

ARTICLE 11. ASSAULT-BATTERY LEAVE.

- 11.1 A Kids & Company employee who is unable to perform duties and responsibilities because of an injury which occurs during the duty day as a result of a student assault-battery shall be guaranteed by the school district the Kids & Company employee's basic salary schedule daily income without sick leave deduction to a maximum of thirty (30) duty days. Contributions to this pay guarantee may come from the school district, insurance carrier, or any other liable third party.

ARTICLE 12. FAMILY ILLNESS LEAVE.

- 12.1 Employees may use up to a maximum of five (5) days of accumulated sick leave, if necessary, to provide care because of serious illness to an employee's spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, guardian, or any other person living in the employee's household for whom the employee is the sole source of support. Requests must be made to the employee's supervisor using the District's electronic time off request system. Said requests must set forth the basis for the requested leave of absence.
- 12.2 For compensation purposes, when family illness leave is approved, employees will be considered to have worked their normal workday.
- 12.3 **III Children.** Sick leave shall be allowed for the care of an employee's sick or injured child as provided by Statute 181.9413. Sick leave will be governed by the employee's accumulated sick leave.

- 12.4 In unusual circumstances, two additional days of accumulated sick leave may be approved as determined by the Director of Community Education, or designee.

ARTICLE 13. FUNERAL LEAVE.

- 13.1 Employees may use up to a maximum of three (3) days of accumulated sick leave, if necessary, to attend a funeral in the employee's immediate family. Immediate family shall be defined as spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, step child, step parent, guardian, uncle, niece, nephew, aunt, or any other person living in the employee's household for whom the employee is the sole source of support.
- 13.2 For compensation purposes, when funeral leave is approved, employees will be considered to have worked their normal workday.
- 13.3 In unusual circumstances, two additional days of accumulated sick leave may be approved as determined by the Director of Community Education, or designee.

ARTICLE 14. PERSONAL LEAVE.

- 14.1 Full-time employees may use up to a maximum of two (2) days of leave per year, if necessary, to conduct personal business or to be absent for an event which is important to the employee which can be conducted only during the normal workday. Requests for personal leave shall be made in advance of its use and shall be subject to the approval of the Director of Community Education, or designee.
- 14.1.1 A full time employee who does not use all of his/her personal leave days during the fiscal year may carry over unused days to a maximum of four (4) days.
- 14.2 Part time employees may use up to a maximum of two (2) days of leave in the school year, if necessary, to conduct personal business or to be absent for an event which is important to the employee which can be conducted only during the normal workday. Requests for personal leave shall be made in advance of its use and shall be subject to the approval of the Director of Community Education, or designee.
- 14.2.1 A part time employee who does not use all of his/her personal leave days during the fiscal year may carry over unused days to a maximum of three (3) days.

ARTICLE 15. JURY DUTY LEAVE.

- 15.1 All employees with regularly scheduled hours called for jury duty shall be compensated for the difference between the jury duty per diem and the

employee's basic rate of pay, not to exceed thirty (30) normal working days. Employees not selected for a jury or discharged from a jury, shall report to work if directed by their supervisor.

ARTICLE 16. CHILD CARE LEAVE.

- 16.1 In the event of an employee's pregnancy, such employee may continue to work until such time that she is determined disabled by her physician. During the period of time that she is certified disabled, such employee may utilize disability/sick leave benefits for which such employee is eligible in accordance with applicable law. Thereafter, an employee may request an unpaid child care leave. However, if an employee requests a child care leave prior to the time that her physician certifies her disability, such child care leave shall be in effect from the date of commencement through the period of childbirth and recovery. An employee on child care leave shall not be entitled to receive any compensation or sick leave pay from the school district.

The school district may grant, upon request of an employee, an unpaid child care leave of absence for the care of a natural or adopted child. A pregnant employee shall notify, in writing, the Human Resources Employment Specialist and her supervisor, not later than the sixth month of pregnancy, of her intentions to take child care leave. Such notice shall include the proposed time period for such leave; a physician's statement indicating the estimated date of delivery; and the employee's intention to work up until her certified disability date. An employee requesting a child care leave for the care of an adopted child shall give notice at least 3 months prior to the estimated placement date, if possible.

ARTICLE 17. DISASTER LEAVE

- 17.1 Additional sick leave benefits shall be granted to any employee who has exhausted accumulated sick leave benefits if such employee has been continuously disabled and unable to work for a period of thirty (30) consecutive duty days as certified by a physician. Additional sick leave benefits shall also be granted for a subsequent absence during the same duty year due to the same medical condition. After completion of the thirty (30) duty day waiting period such additional sick leave benefits shall commence as the duty day immediately following the last day of regular sick leave payment.

Additional sick leave shall continue only for the period during which the employee remains continuously disabled and unable to work and shall cease on the sixty-first (61) day of the disability of which time the employee becomes eligible for long-term disability insurance.

ARTICLE 18. INSURANCE:

- 18.1 **Hospital-Medical Insurance.** Full-time and part-time employees may participate in the hospital-medical insurance program subject to the conditions established by the contract between the EMPLOYER and an insurance carrier.

- 18.2 **District Health Insurance Contribution:** Employees electing to participate in the insurance program shall indicate their intent by submitting a payroll deduction authorization to the Human Resources Office. The Employer shall contribute the following sums per month toward the premium cost for employees who are eligible and enrolled in a District approved health insurance program based on the following regularly scheduled hours.

Employees enrolled in the Low Deductible or Hoop Family Plans:

- A. The EMPLOYER will contribute an amount equal to the cost of the monthly single premium for full time employees working 30 or more hours per week and electing either the HOOP or Low Deductible single plans. Full time employees electing HOOP family coverage will receive a monthly contribution equal to 65% of the HOOP family premium cost and full time employees electing Low Deductible family coverage will receive a monthly contribution equal to 55% of the Low Deductible family premium cost. Full time employees electing HOOP single or family coverage will receive an annual VEBA contribution of \$1,800 and employees electing Low Deductible single or family coverage will receive an annual VEBA contribution of \$600.
 - B. Part time employees working 20 or more hours per week but less than 30 hours per week are eligible for 50% of the contributions for medical insurance and VEBA as established for full time employees above.
 - C. Premium cost in excess of the Employer's contribution established by this Article shall be paid by the individual employee through payroll deduction.
- 18.3 Employees shall have the right to continue to participate in the group hospital medical insurance program established by this Article pursuant to MN.Statute 471.61. Employees participating shall pay the cost of the single or dependent coverage that is not covered under Article 21.32, whichever is applicable.
- 18.4 Employees working less than 20 hours per week and casual employees shall not be eligible for the hospital-medical insurance benefits established by this Article.

18.5 **Dental Insurance**

- A. Full time employees working 30 or more hours per week: the EMPLOYER will contribute 100% of the single premium cost of dental insurance for the duration of this agreement.

An eligible employee may purchase a family dental plan by paying the difference between the single and family premium. Such payments will be made by payroll deduction.

- B. Part time employees working 20 or more hours per week but less than 30 hours per week are eligible for 50% of the single premium cost of dental insurance for the duration of this agreement.

C. Employees working less than 20 hours per week and casual employees shall not be eligible for the dental insurance benefits established by this Article.

18.7 **Term Life Insurance.** The Term Life Insurance Program will provide term insurance for eligible full-time employees (30 hours or more per week) subject to conditions as agreed upon between the Employer and the insurance carrier.

18.7.1 The Employer will contribute the full monthly premium cost of the term life insurance program.

18.7.2 During the first twelve (12) years of continuous employment, the amount of coverage shall be an amount which equals, to the nearest 1,000 dollars, an employee's estimated annual salary income as of September 1 of each work year.

18.7.3 Beginning with the thirteenth (13th) year of continuous employment and thereafter, the amount of coverage shall be an amount which doubles to the nearest \$1,000 dollars an employee's estimated annual salary income as of September 1 of each work year.

18.7.4 Acceptance of this benefit is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept it.

18.8 **Long Term Disability.** The long term disability insurance program will provide disability insurance for eligible full-time employees (30 hours or more per week), subject to the conditions agreed upon between the EMPLOYER and the insurance carrier.

18.8.1 The Employer will contribute the full monthly premium cost of the long term disability program.

18.8.2 Income for the purposes of long term disability benefits is defined as the monthly income of an employee as of September 1 as established by Article 9.2 of this agreement.

18.8.3 An income benefit of sixty-six and two-thirds (66-2/3) percent of an employee's normal income will commence following a sixty (60) working day waiting period.

18.8.4 Employees may elect to use accumulated sick leave at the rate of one-third (1/3) of a day to supplement the long-term disability benefit until accumulated sick leave is exhausted.

18.8.5 The acceptance of the long term disability insurance program is voluntary on the part of eligible employees; however, no additional compensation will be provided to eligible employees who choose not to participate.

- 18.9 **Flexible Benefit Plan**: The Employer will offer a flexible benefit plan pursuant to the provisions of Section 125 of the Internal Revenue Code.

ARTICLE 19. HOLIDAYS.

- 19.1 Eleven (11) days during the work year shall be considered paid holiday for full-time employees assigned to a fifty-two (52) week normal work year. Holidays marked with an asterisk (*) shall be paid for those employed scheduled to work at least thirty hours per week during the week in which the holiday occurs:

Independence Day*	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Eve
Friday following Thanksgiving Day	Martin Luther King Day
Christmas Eve Day	Memorial Day
Juneteenth*	

- 19.2 The actual calendar day on which the holidays fall will be observed by employees working a normal work week of Monday through Friday. If the paid holiday falls on a Saturday, then the holiday will be observed on Friday. If the paid holiday falls on a Sunday, then the holiday will be observed on Monday. Employees scheduled a normal work week other than Monday through Friday shall receive holidays for which they are eligible, scheduled at a time mutually convenient to the EMPLOYER and the employee.
- 19.3 **Floating holidays**: All full time employees shall be granted one (1) floating holiday. The floating holiday shall be observed on a day requested by the Employee and shall be approved by the Employer unless no substitute or other employee is available to maintain required staff/child ratios.

ARTICLE 20. VACATION

- 20.1 Full-time employees shall earn vacation in accordance with the following schedule based on years of continuous service. For the purpose of determining years of continuous service, an employee's payroll anniversary date as established by ARTICLE 9 (JOB CLASSIFICATION AND COMPENSATION) Section 9.5 will be used. Employees working less than a full year will earn prorated vacation.

During the first (1st) year of employment, five (5) days of vacation per year shall be earned provided the employee has completed the probationary period.

After completing the first (1st) year of continuous employment, ten (10) days of vacation per year shall be earned.

After completing four (4) years of continuous employment, fifteen (15) days of vacation per year shall be earned.

After completing ten (10) years of continuous employment, twenty (20) days of vacation per year shall be earned.

- 20.2 Full-time employees assigned to a work year of less than forty-eight (48) weeks and who are subsequently scheduled for a fifty-two (52) week work year shall be given continuous experience credit for the purposes of establishing vacation time based on the conversion of continuous full-time work weeks to a fifty-two (52) week work year.
- 20.3 Full time employees eligible for vacation shall be scheduled for a vacation during the work year with the approval of and at the discretion of the Director of Community Education or designee. The EMPLOYER is committed to helping and encouraging employees to use their vacation in the period that the vacation is earned. However, employees may carry over any unused vacation days earned in a contract year into the first six months of the following contract year before vacation days are forfeited. In the event an employee's request to use carried over vacation days is denied, the employee shall be allowed to use them in the next six months of the new contract year. Requests for unused, carried over vacation must be made prior to December 1.
- 20.4 Vacation shall be earned during a fiscal year period (July 1 – June 30).
- 20.5 For compensation purposes, employees on vacation will be considered to have worked their normal workday or days.

ARTICLE 21. SEVERANCE.

Employees shall earn severance in accordance with the following criteria:

- 21.1 A full-time (30 hrs. /wk. or more) employee with a total of twenty (20) years of continuous full-time service in the District and has accumulated a minimum of sixty (60) days of sick leave, shall earn 260 days severance pay. An employee with fifteen (15) years of continuous full-time service in the District and has accumulated between thirty (30) and fifty-nine (59) days of sick leave, shall earn 130 days severance pay.
- 21.2 To be eligible to receive severance, a Letter of Resignation shall be submitted by at least fourteen (14) days prior to the last day of employment to the Director of Community Education to become effective at the end of that school year.
- 21.3 Severance shall be paid out in three (3) equal installments over a three-year period. The maximum annual exposure to the district for severance under this agreement shall be \$100,000. In the event applications of eligible employees constitute a liability in excess of the limitation as contained in this section, the amount each employee would be eligible to receive shall be reduced in a proportionate share of the school district's annual liability with the remainder to be paid in the following fiscal year subject to the aggregate maximum.

- 21.4 The District shall fulfil the benefit obligation to the Employee covered by this agreement who separates from employment and are eligible for a severance payment. The Employee must elect:

50% contribution to 403B
50% contribution to VEBA

- 21.5 If contribution to VEBA is the selected severance: In order to participate in the VEBA, the Employee must sign a "Participation Agreement." The agreement will require the Employee to verify that only eligible expenses will be submitted for reimbursement.
- 21.6 Employees terminated "for cause" shall not be eligible for the severance benefit.
- 21.7 Beneficiary. In the event of the death of an eligible Employee prior to the full payment of retirement inducement benefit, the remaining benefit shall be made to the beneficiary designated by the Employee.
- 21.8 Reemployment. Employees reemployed by the Employer following separation shall be considered original hires.
- 21.9 **Health-Medical Insurance**. Employees who are eligible for the severance inducement benefit as established by this ARTICLE may elect to continue to participate in the hospital-medical and dental insurance programs, as established by Article 18, pursuant to MN.Statute 471.61. Employees electing to participate shall pay the full monthly premium cost of coverage (single or family) for which the employee is eligible and enrolled.
- 21.9.1 **Post Severance Medical Fund** The EMPLOYER will contribute \$4,800.00 each year of this agreement to the post-severance medical fund.

Eligible employees will be able to use this fund to pay \$320.00/month toward the District Medical Insurance Program.

When the set aside amount is exhausted, it is gone. Any dollars not used would roll to the next fiscal year. The annual contribution amount is not an ongoing District commitment, but will be negotiated with each master agreement.

ARTICLE 22. UNPAID LEAVES OF ABSENCE.

- 22.1 In the event it is necessary for full-time or part-time employees to be absent from work for a period in excess of five (5) normal working days, for a reason other than those provided by ARTICLES 10, 11, 12, 13, 14, 15, 16, or 20 a written request for an unpaid leave of absence must be made to the Director of Community Education and the Director of Human Resources at least fourteen (14) calendar days prior to the effective date of the requested leave of absence.
- 22.2 In the event it is necessary for full-time or part-time employees to be absent from work for a period of five (5) normal work days or less, approval for such absence

must be received from the employees' supervisor. Such absences shall be considered absences without pay.

- 22.3 During an unpaid leave of absence, employees shall earn no compensation or benefits established by this AGREEMENT.
- 22.4 Kids & Company employees on approved leave of absence established by Article 22 may elect to continue to participate in the hospital-medical and dental insurance program. An employee electing to participate shall pay the full monthly premium cost for which the employee is eligible and enrolled. Eligibility will be governed by the contract between the insurance carriers and the Employer.
- 22.5 Employees who are absent from work without an approved leave of absence will be subject to disciplinary action provided by ARTICLE 25 (DISCIPLINE AND DISCHARGE).

ARTICLE 23. PROFESSIONAL EXPENSE REIMBURSEMENT AND FLEXIBLE BENEFIT PLAN

- 23.1 Mileage Reimbursement: Mileage reimbursement shall be paid for authorized use of personal cars in connection with School District business in an amount as determined by the School District policy.
- 23.2 Tuition: The EMPLOYER shall provide tuition reimbursement for education necessary to an employee's position that has been pre-approved in writing by the immediate supervisor, the Director of Community Education, and the Human Resources Employment Specialist.
- 23.3 Reimbursement of Professional Dues: The EMPLOYER shall reimburse dues for full-time employees that have been pre-approved in writing by the Director of Community Education, to professional organizations, directly related to the employees paid professional responsibilities. Reimbursement shall be to a maximum of \$100 per employee per contract year.
- 23.4 Flexible Benefit Plan: The EMPLOYER will offer a flexible benefit plan to employees covered by this agreement pursuant to the provisions of Section 125 of the Internal Revenue Code. This plan provides a system whereby employees may elect to allocate monies from their salary to be used for the reimbursement of medical, vision, dental, and childcare expenses.

ARTICLE 24. SENIORITY AND LAYOFF

- 24.1 Seniority Definition. Seniority shall be defined as the length of continuous service with the EMPLOYER as an employee in a job classification covered by this AGREEMENT.
- 24.2 Seniority List. The EMPLOYER shall maintain a district-wide seniority list of all employees covered by this AGREEMENT. The list will be updated as necessary and posted December 1st of each year. The seniority list shall include the name

of the employee, job classification, building assignment and assigned hours of employment of each employee covered by this AGREEMENT.

- 24.3 **Termination of Seniority.** An employee's seniority shall terminate when an employee is separated from employment as provided by ARTICLE 21 (SEPARATION).
- 24.4 **Break in Seniority.** Seniority shall not accrue under the following conditions:
- 24.4.1 During the period of suspension as provided by ARTICLE 25 (DISCIPLINE AND DISCHARGE).
- 24.4.2 During the period of a layoff as provided by Section 24.6 of ARTICLE 24 (SENIORITY AND LAYOFF).
- 24.4.3 During the period of an unpaid leave of absence as provided by ARTICLE 22 (UNPAID LEAVE OF ABSENCE), excluding a leave granted for reasons of a long-term injury or illness during which seniority shall accrue.
- 24.5 **Uses of Seniority.** Seniority shall have application to the following terms and conditions of employment:
- 24.5.1 Progression on the Schedule of Hourly Rates as provided by Sections 9.1 and 9.2 of ARTICLE 9 (JOB CLASSIFICATIONS, COMPENSATION, AND VACANCIES).
- 24.5.2 The order of layoffs as provided by Section 24.6 of ARTICLE 24 (SENIORITY AND LAYOFF).
- 24.5.3 As one (1) criteria in considering applicants for new positions or vacant positions as provided by ARTICLE 6 (POSTING OF VACANCIES).
- 24.6 **Staff Reduction** If in the judgment of the employer it is necessary to reduce the work force, employees may be laid off. The District will meet and confer with Union representatives to review and discuss the implementation of staff reductions.
- 24.6.2 Full-time employees who are laid off as the result of a staff reduction may accept the layoff or choose to replace the least senior full time person in the affected employee's classification or the least senior full time employee in a lower classification provided the employee has more continuous service with the employer and is qualified to perform the available work. If an employee chooses to replace the least senior employee in the affected job classification or the least senior employee in a lower classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) working days of the notice of layoff stating that the employee wishes to exercise such bumping rights. Employees will be notified, by certified mail, of a reduction in staff outside the regularly scheduled school year and affected

employees shall notify the Human Resources Employment Specialist, by certified mail, of the exercise of such bumping rights within fourteen (14) calendar days of the notice of layoff.

In the event an employee is replaced, the employee who is replaced shall have the right to accept layoff or replace the least senior employee in the next lower classification or the least senior employee in a lower classification provided the employee has the ability to perform the job responsibilities. If an employee chooses to replace the least senior employee in the next lower job classification or a lower classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) working days of the notice of layoff stating that the employee wishes to exercise such bumping rights. Employees will be notified, by certified mail, of a reduction in staff outside the regularly scheduled school year and shall notify the Human Resources Employment Specialist, by certified mail, of the exercise of such bumping rights within fourteen (14) calendar days of the notice of layoff. This process will continue until the least senior employee in Class II is placed on layoff or a senior employee has accepted layoff.

24.6.2.1 Part-time employees who are laid off as the result of a staff reduction may accept the layoff or choose to replace the least senior person in the affected employee's classification or the least senior employee in a lower classification provided the employee has more continuous service with the employer and is qualified to perform the available work. If an employee chooses to replace the least senior employee in the affected job classification or a lower classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) working days of the notice of layoff stating that the employee wishes to exercise such bumping rights. Employees will be notified, by certified mail, of a reduction in staff outside the regularly scheduled school year and shall notify the Human Resources Employment Specialist, by certified mail, of the exercise of such bumping rights within fourteen (14) calendar days of the notice of layoff.

In the event an employee is replaced, the employee who is replaced shall have the right to accept layoff or replace the least senior employee in the next lower classification or the least senior employee in a lower classification provided the employee has the ability to perform the job responsibilities. If an employee chooses to replace the least senior employee in the next lower job classification or a lower classification the employee must provide written notice to the Human Resources Employment Specialist within five (5) working days of the notice of layoff stating that the employee wishes to exercise such bumping rights. Employees will be notified, by certified mail, of a reduction in staff outside the regularly scheduled school year and shall notify the Human

Resources Employment Specialist, by certified mail, of the exercise of such bumping rights within fourteen (14) calendar days of the notice of layoff.

24.6.2.2 **Seniority Lists.** Full-time and Part-time Seniority Lists shall be developed and posted by the EMPLOYER.

24.6.3 Full-time employees on layoff will be recalled, in seniority order, to available positions at or below their previous pay classification for which they are qualified to perform the available work. When placed on layoff, Kids & Company employees shall file their name, address, and phone number with the School District Human Resources Office for the purpose of recall notice. Employees shall notify, in writing, the School District Human Resources Office of any times when an employee may not be available at their normal address to receive a notice of recall. Notice of recall opportunities shall be sent to the senior employee and it shall be the responsibility of the senior employee to respond within a fourteen (14) calendar day period if the employee wishes to be considered for the recall. The Employer shall determine whether the senior employee is qualified for the recall vacancy following receipt of the employee's statement of interest in the vacant position. Failure to provide a notice of interest in the vacancy, in writing, within the fourteen (14) calendar day period shall constitute waiver on the part of the senior employee to any further rights of reinstatement and such employee shall forfeit any future reinstatement rights.

24.6.3.1 Part-time employees on layoff will be recalled, in seniority order, to available positions at or below their previous pay classification for which they are qualified to perform the available work. When placed on layoff, Kids & Company employees shall file their name, address, and phone number with the School District Human Resources Office. Employees shall notify the School District Human Resources Office of any times when an employee may not be available at their normal address to receive a notice of recall. Notice of recall opportunities shall be sent to the senior employee and it shall be the responsibility of the senior employee to respond within a fourteen (14) calendar day period if the employee wishes to be considered for the recall. The Employer shall determine whether the senior employee is qualified for the recall vacancy following receipt of the employee's statement of interest in the vacant position. Failure to provide a notice of interest in the vacancy, in writing, within the fourteen (14) calendar day period shall constitute waiver on the part of the senior employee to any further rights of reinstatement and such employee shall forfeit any future reinstatement rights.

24.6.4 **Termination of Rights.** An employee's seniority rights and reinstatement rights, if any, shall terminate upon the earliest of the following events:

Discharge;

Failure to return at the expiration of an approved leave of absence without evidence of just cause;

Failure to give written notification to the School District of an interest in reinstatement to a position within the timelines prescribed within this Article;

Failure to give written acceptance of a position following a recall offer.

ARTICLE 25. DISCIPLINE AND DISCHARGE.

- 25.1 The EMPLOYER shall have the right to impose disciplinary actions on employees for just cause.
- 25.2 Disciplinary actions by the EMPLOYER may include any of the following actions based on the severity of the cause:
- | | |
|-------------------|------------|
| Oral reprimand | Suspension |
| Written reprimand | Discharge |
- 25.3 The suspension or discharge of an employee may be processed through the procedures of ARTICLE 26 (GRIEVANCE PROCEDURE), provided that if no appeal is made of such disciplinary action within twenty-one (21) calendar days of its occurrence, this right of appeal is waived.
- 25.4 The employer has the duty to notify employee of the right to Union Representation prior to all termination meetings.

ARTICLE 26. GRIEVANCE PROCEDURE.

- 26.1 A grievance, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this AGREEMENT. The following procedure is established for the purpose of resolving such grievances with equity and dispatch.
- 26.2 It is recognized and accepted by the EMPLOYER and the UNION that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with employee duties and responsibilities. The Representative involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the Representative and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the educational programs of the EMPLOYER.
- 26.3 Grievances shall be resolved in conformance with the following procedure.

Step 1. Upon the occurrence of any alleged violation of the AGREEMENT, the employee involved shall attempt to resolve the matter on an informal basis with the employee's immediate supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion it may be reduced to writing and referred to Step 2 by the UNION. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the AGREEMENT violated, and the relief requested. Any alleged violation of the AGREEMENT not reduced to writing by the UNION within twenty-one (21) calendar days of the first occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2. Within ten (10) calendar days following receipt of a grievance referred from Step 1, the Human Resources Employment Specialist, or designee, shall meet with the UNION Business Representative and attempt to resolve the grievance. Within ten (10) calendar days following this meeting the Human Resources Employment Specialist or designee shall reply in writing to the UNION stating the EMPLOYER's answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the UNION may refer the grievance to Step 3. Any grievance not referred in writing by the UNION to Step 3 within ten (10) calendar days following receipt of the Human Resources Employment Specialist's answer shall be considered waived.

Step 3. If the grievance remains unresolved, the UNION may within ten (10) calendar days after the response of the Human Resources Employment Specialist or designee, by written notice to the EMPLOYER, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the EMPLOYER and the UNION within ten (10) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10) calendar day period, either party may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. Both the EMPLOYER and the UNION shall have the right to strike two (2) names from the panel. The party to strike the first name will be determined by the flip of a coin. The process will be repeated and the remaining person shall be the arbitrator.

- 26.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT

and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the EMPLOYER, the UNION, and the employees.

- 26.5 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.
- 26.6 If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION.
- 26.7 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 state holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a state holiday.
- 26.8 The filing or service of any notice or document herein shall be timely if it bears a postmark of the U.S. mail within the time period or if it is actually received by the receiving party electronically or physically within the time period given.

ARTICLE 27. HEALTH REQUIREMENTS.

- 27.1 All employees will be required to furnish evidence of good health as may be required by State Statutes or by Rules or Regulations promulgated there-under.

ARTICLE 28. SEVERABILITY.

- 28.1 In the event that any provision(s) of this AGREEMENT is declared by proper legislative, administrative, or judicial authority from whose finding, determination, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- 28.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the AGREEMENT in compliance with the legislative, administrative, or judicial determination.

ARTICLE 29. WAIVER.

- 29.1 The EMPLOYER and the UNION acknowledge that during the meeting and negotiating which resulted in this AGREEMENT, each had the right and

opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this AGREEMENT.

- 29.2 Therefore, the EMPLOYER and the UNION for the duration of this AGREEMENT agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment either specifically covered or not specifically covered by this AGREEMENT
- 29.3 Any and all prior agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this AGREEMENT, are hereby superseded.

ARTICLE 30. TRAINING AND DEVELOPMENT

- 30.1 President's Day will be considered a training day. Kids & Company programs will be closed. All Kids & Company employees are required to attend a professional development experience on this day.

ARTICLE 31. DURATION AND PLEDGE.

- 31.1 This AGREEMENT shall become effective on July 1st, 2022, provided otherwise herein, and shall remain in effect through June 30th, 2024, and shall continue in effect from year to year thereafter unless changed or terminated in the manner herein provided.
- 31.2 Either party desiring to change or terminate this AGREEMENT must notify the other in writing at least sixty (60) calendar days prior to the expiration date specified in 30.1 of this Article. When notice is given for the desire to negotiate changes, the nature of such changes shall be specified in the notice. Until a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this AGREEMENT shall follow the same procedure as a proposed change.
- 31.3 In consideration of the terms and conditions of employment established by this AGREEMENT and the recognition that the GRIEVANCE PROCEDURE herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of this agreement:
- 31.3.1 The UNION and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful, and proper performance of their duties of employment.
- 31.3.2 The EMPLOYER will not engage in, instigate, or condone any lock-out of employees.

- 31.4 The provisions of this agreement shall be applied to all Kids & Company employees equally without favor for or against any employee because of race, color, creed, national origin, sex, marital status, age, or because of membership or non-membership in the Union.

The Union and the Kids & Company employees covered by this Agreement shall conduct their professional duties and responsibilities in a nondiscriminatory manner as it affects students, other employees of the EMPLOYER, and the general public.

AGREED TO this ____ day of _____, 2025, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives for the EMPLOYER and the UNION.

FOR THE EMPLOYER:

Chair of the Board

Superintendent

Assistant Superintendent

Director of Business Services

Assistant Director of Youth Programs

Supervisor of Human Resources

FOR THE UNION:

Business Representative, Local 284

Steward

Steward

Negotiation Team Member

Negotiation Team Member

Negotiation Team Member

Negotiation Team Member

Memorandum of Agreement

Child Care Benefit

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “District”) and SEIU Local 284 Kids & Company Employees (hereinafter referred to as the “Union”) as follows:

It is agreed that the parties will implement the following Child Care Benefit for all employees* covered by this contract:

- Free child care for the first child of a participating unit employee
- A 50% discount for the second child of a participating unit employee
- No further discount for any additional children (beyond two per unit member)

This benefit will only be extended to Kids & Company staff members who have students in the Kids & Company program. Staff will need to fill out tax forms in order to take advantage of this benefit.

Memorandum of Agreement

The Memorandum of Agreement (“MOA”) is entered into by and between the Service Employees International Union Local 284 (“Union”) and Independent School District No. 270, Hopkins Public Schools (“District”).

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) for the term of July 1, 2024, to June 30, 2026, governing the negotiated terms and conditions of employment for Kids & Company workers (“Employees”) who are employed by the District; and

WHEREAS, the District and Union, in the course of bargaining the CBA, came to an agreement regarding the terms and conditions for a 10-month Class 1 position.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained within this MOA, the Union and the District (collectively, “the parties”) agree to the following:

1. Jonathan Smart (“The Employee”) will be employed in a 10-month Class 1 position.
2. The terms and conditions for this position will be the same as for all other Class 1 positions except as otherwise laid out in this Item:
 - a. The Employee will receive only those paid holidays listed in Section 19.1 of the CBA that fall during his duty year.
 - b. The Employee will have the salary and Longevity he would receive as a 12-month employee per Section 19.2 of the CBA prorated according to his actually-scheduled work year.
3. Additionally, the parties specifically agree that The Employee will receive the same vacation days and insurance contributions as those provided to 12-month Employees.

This MOA will take effect upon signature by the parties and will automatically expire and terminate upon a successor to the current CBA taking effect.

In the event any person asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by all parties.

The parties recognize that this MOA is arising out of unique circumstances and therefore cannot be construed by either party in any proceeding, negotiation, or grievance as creating any past practice or establishing a precedent that in any way binds either party.

This MOA constitutes the entire agreement between the parties relating to the subject matter addressed in this MOA. This MOA controls to the extent that it conflicts with the terms of the CBA. No changes to this MOA are valid until they are in writing and are signed by both parties.

The provisions of this MOA shall be severable if any provision hereof or the application of any such provision under any circumstances is held invalid by a court of competent jurisdiction it shall not affect any other provisions of this agreement or the application of any other provision hereof.

This MOA is subject to the grievance and arbitration procedures in the CBA and can be used in such proceedings for the purposes of its own enforcement.

Susan Dalvey, Director of Human Resources
Hopkins Public Schools

Hal Goetz, Contract Organizer
SEIU Local 284

Date

Date