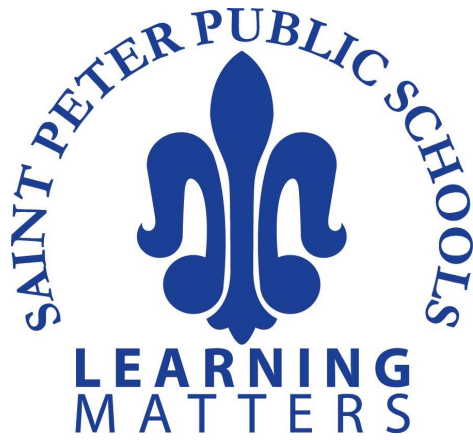




SAINT PETER PUBLIC SCHOOLS

Agreement

with

Operations/Maintenance Director

July 1, 2026 - June 30, 2027

AGREEMENT WITH THE OPERATIONS AND MAINTENANCE DIRECTOR **July 1, 2026 - June 30, 2027**

The terms and conditions of employment for the position of Operations/Maintenance Director shall be determined by the Saint Peter School Board.

COMPENSATION

1. Salary: See Appendix A.
2. Salary Payment: The salary shall be paid in twenty-four (24) equal monthly installments deposited directly to the Operations/Maintenance Director's individual bank account on the 15th and the last banking day of the month.
3. Additional VEBA/Health and Hospitalization Insurance: The Operations/Maintenance Director will receive an additional annual \$7,500 contribution to either: (1) the individual VEBA account; or (2) the cost of family health and hospitalization insurance. The option selected for contribution shall be based on a written request of the Operations/Maintenance Director by May 15 of the year preceding the July 1 contract year.
4. Tax Sheltered Annuities: Operations/Maintenance Director is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and otherwise provided by law.
5. Other Benefits: The school district agrees to pay the dues for the Operations/Maintenance Director's professional and service organizations with the approval of the Superintendent.

HOURS AND DUTY DAYS

1. The work year shall consist of two hundred and forty (240) days.
2. The Operations/Maintenance Director shall be subject to emergency call and duty, but as supervisor shall not be entitled to overtime or additional compensation for these duties.
3. In the event of an emergency or other cause for school closing, regular hours shall be maintained unless otherwise directed by the Superintendent of Schools.

GRIEVANCE PROCEDURE

1. **GRIEVANCE DEFINITION:** A "grievance" shall mean an allegation by an Operations/Maintenance Director resulting in a dispute or disagreement between the Operations/Maintenance Director and the school district as to the interpretation or application of terms and conditions contained in this agreement.
2. **REPRESENTATIVE:** The Operations/Maintenance Director or school board may be represented during any step of the procedure by any person or agent designated by such party to act on his/her behalf.
3. **DEFINITIONS AND INTERPRETATIONS:**
 - 3.1. **EXTENSION:** Time limits specified in this agreement may be extended by mutual agreement.
 - 3.2 **DAYS:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.
 - 3.3 **COMPUTATION TIME:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included.
 - 3.4. **FILING AND POSTMARK:** The filing or service of any notice or document herein shall be timely, if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.
4. **TIME LIMITATION AND WAIVER:** A Grievance shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Operations/Maintenance Director and the school district's designee.
5. **ADJUSTMENT OF GRIEVANCE:** The school district and the Operations/Maintenance Director shall attempt to adjust all grievances which

may arise during the course of employment within the school district in the following manner:

5.1 LEVEL I. If the grievance is not resolved through informal discussions, the superintendent or his designee shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

5.2 LEVEL II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the school board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

6. SCHOOL BOARD REVIEW: The school board reserves the right to review any decision issued under Level I of this procedure provided the school board or its representative notify the parties of its intentions to review within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reserve or modify such decision.
7. DENIAL OF GRIEVANCE: Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Operations and Maintenance Director may appeal it to the next level.
8. ARBITRATION PROCEDURES: In the event that the Operations/Maintenance Director and the school board are unable to resolve any grievance, any grievance may be submitted to arbitration as defined herein:
 - 8.1 REQUEST: A request to submit a grievance to arbitration may be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level II of the grievance procedure.
 - 8.2 PRIOR PROCEDURE REQUIRED: No grievance shall be considered by the arbitrator who has not been first duly processed in accordance with the grievance procedure and appeal provisions.

8.3 SELECTION OF ARBITRATOR: The Operations/Maintenance Director and the school district shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Operations and Maintenance Supervisor and the school district are unable to agree on an arbitrator within five (5) days, they shall request from the BMS, state of Minnesota, a list of five (5) qualified arbitrators. The parties shall alternately strike names from the list of five (5) arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin.

8.4 SUBMISSION OF GRIEVANCE INFORMATION:

- a. Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the superintendent, the submission of the grievance which shall include the following:
 1. The issues involved
 2. Statement of the facts
 3. Position of the grievant
 4. The written documents relating to this agreement
- b. The school district may make a similar submission of information relating to the grievance either before or at the time of the hearing.

8.5 HEARING: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

8.6. DECISION: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

8.7 EXPENSES: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the

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

8.8. JURISDICTION: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligation of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

SPECIAL LEAVES AND HOLIDAYS

1. Leaves of absence without pay for personal reasons may be approved by the Superintendent of Schools.
2. The Operations/Maintenance Director shall be granted leave of absence with regular pay on the following holidays:

Independence Day	New Year's Eve Day
Labor Day	New Years Day
Thanksgiving Day	Martin Luther King Day*
Friday after Thanksgiving	President's Day
December 24 (Christmas Eve)	Good Friday
December 25 (Christmas Day)	Memorial Day
	Juneteenth

*MLK Day will only be considered a holiday if school is not in session and no staff work day or staff development day is in session.

3. New Year's Day, Memorial Day, Independence Day, and Christmas Day shall be considered major holidays. When any such holiday falls on a weekend, the closest weekday shall be considered the holiday.

SICK LEAVE

1. Earned Safe & Sick Leave: At the beginning of each contract year, the Operations/Maintenance Director shall be credited with 12 working days of sick leave. If for any reason the Operations/Maintenance Director is no longer employed by the district before the end of the contract year, the number of allowable sick days will be prorated and rounded to the nearest whole. If more than the allowable number of sick days has been used, including any accumulated sick leave, there shall be a deduction from pay for any excess sick leave taken beyond what was earned.
 - 1.1. Unused sick leave days may accumulate to a maximum credit of two hundred forty (240) days of sick leave.
 - 1.2. Sick leave with pay shall be allowed by the school district whenever an absence is due to any type of illness, including illness or disability caused or contributed to by pregnancy or childbirth, which prevented the attendance at school and performance of duties on that day or days.
 - 1.3. Sick leave may be used to cover absences necessitated by the illness or disability of a child, spouse, parent in the need of the Operations/Maintenance Director's personal care or attention. Such care shall be deducted from accumulated sick leave.
 - 1.4. The Superintendent may require a medical certificate from a qualified physician, or psychiatrist, as evidence of illness. If such a requirement is made, and the Operations/Maintenance Director is billed, the district shall pay the entire cost of such billing.
 - 1.5. All sick leave allowed under this article shall be deducted from the accrued sick leave days earned by the Operations/Maintenance Director.
 - 1.6. If the Operations/Maintenance Director is beginning this position as an internal candidate, accumulated sick days will carry forward into this agreement up to the limits of this agreement.

SERIOUS ILLNESS

The Operations/Maintenance Director may be granted up to 6 days of non-accumulated serious illness leave annually which may be used for serious illness leave in the immediate family. The immediate family shall include: spouse, father, mother, brother, sister, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brother-in-law, sister-in-law, and any other relative or non-relative living in the household with the employee. Three of the six days may be used for extended family or special friend. In the event of a second or any additional deaths to the following members of the immediate family (spouse, children, father, mother, brother, sister, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brother-in-law, sister-in-law, and any other relative or non-relative living in the household with the employee), additional leave will be granted not to exceed five full days per month. Any additional days taken will be taken at a full deduction of pay.

BEREAVEMENT LEAVE

An Operations/Maintenance Director may be granted up to six (6) days of non-accumulative bereavement leave annually which may be used for bereavement leave in the immediate family. The immediate family shall include: spouse, father, mother, brother, sister, children, grandparents, grandparents-in-law, grandchildren,

mother-in-law, father-in-law, brother-in-law, sister-in-law, and any other relative or non-relative living in the household with the employee. Three (3) of the six (6) days may be used for extended family or special friend. In the event of a second or any additional death in the immediate family, (spouse, children, father, mother, brother, sister, grandparents, grandparents-in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, or anyone residing in the household at the time of their death, additional leave will be granted not to exceed five (5) full days per death. Any additional days taken beyond those permitted in this section will be taken at a full deduction in pay.

PERSONAL LEAVE

1. The Operations/Maintenance Director will be allowed 2 days per year for personal leave. This may accumulate to 4 days.
2. These days may be used at the discretion of the Operations/Maintenance Director for situations that may arise requiring personal attention which cannot be attended to when school is not in session and which are not covered under

the provisions of this agreement. Requests for a personal leave must be made in writing to the Superintendent of schools.

3. Personal leave may not be used for absence caused by inclement weather.
4. If the Operations/Maintenance Director is beginning this position as an internal candidate, accumulated personal leave days will carry forward into this agreement up to the limits of this agreement.

WORKERS' COMPENSATION

1. Upon request of the Operations/Maintenance Director who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.
2. A deduction shall be made from the Operations/Maintenance Director's accumulated sick leave accrual time according to the pro rata portions of days of sick leave time which is used to supplement workers' compensation.
3. Such payment shall be paid by the school district to the Operations/Maintenance Director only during the period of disability.
4. In no event shall the additional compensation paid to the Operations/Maintenance Director by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
5. The Operations/Maintenance Director who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pay pursuant to this policy shall have deducted either a one-half or a full day of workers' compensation pay from the employee's salary for the days affected by the workers' compensation.

JURY DUTY

1. The Operations/Maintenance Director shall continue to receive his/her regular compensation when called for jury duty. A one-half day or full day of jury duty pay will be deducted from the employee's daily salary.

2. If summoned or subpoenaed to provide testimony or information to any agency, commission, board, legislative committee, arbitrator, or court, during the regular workday, shall be provided leave with pay for each day or part thereof of which the director is required to be absent. The employee shall reimburse the district that compensation, except for mileage reimbursement and meal allowance, which they receive for providing such testimony.

GROUP INSURANCE

1. SELECTION OF CARRIER: The selection of the insurance carrier and policy shall be made by the school board.
2. HEALTH AND HOSPITALIZATION INSURANCE: For the period of this agreement the school district will contribute an amount equal to an individual insurance plan at the VEBA level for the Operations/Maintenance Director. The employee has the option of applying the individual insurance benefit to a family plan.
3. INCOME PROTECTION INSURANCE: The school district shall pay the premium for Income Protection Insurance to the extent of 66 2/3 percent of the gross annual salary for the Operations/Maintenance Director beginning 60 calendar days after the injury or illness and extending to age 65.
4. LIFE INSURANCE: The school district shall contribute a sum equal to the premium for a \$200,000 group life insurance policy for the Operations/Maintenance Director for each year of the agreement.
5. DENTAL INSURANCE: For the life of the agreement the school district shall pay the entire premium for family dental insurance.
6. DURATION OF INSURANCE CONTRIBUTIONS: An employee is eligible for district contributions in this article as long as the employee is employed by the school district. Upon termination of employment and effective on the last working day all district participation and contribution shall cease unless the employee is entitled to the benefits as provided under RETIREMENT.

CHILD CARE LEAVE

1. Use: A child care leave may be granted by the School District, subject to the provisions of this section, to an employee-parent following the birth and first year care of a child , adoption or foster placement of a child, provided such employee-parent is caring for the child on a full-time basis.

2. Request: An employee making an application for child care leave shall inform the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.
3. Medical Statement: An employee may be asked to provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.
4. Date of Leave: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year – i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like.
5. Duration: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:
 1. grant any leave more than twelve (12) months in duration;
 2. permit the employee to return to employment prior to the date designated in the request for child care leave.
6. Reinstatement: An employee returning from child care leave shall be reinstated in a position the employee is qualified unless previously discharged or laid off.
7. Failure to Return: Failure of the employee to return by the date determined under this section shall constitute grounds for termination unless the School Board and the employee mutually agree in writing to an extension in the leave.
8. Group Insurance: An employee on child care leave, is eligible to participate in group insurance programs as governed by the Family & Medical Leave Act. The employee may continue health insurance coverage beyond the Family & Medical Leave Act at their own expense while on child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.
9. Use of Sick Leave While on Child Care Leave An employee on child care leave may use earned sick leave accrued for the period of time under the Family Medical Leave Act.
10. Salary and Fringe Benefits: Leave under this section beyond the use of accrued sick/personal leave, shall be without pay.

RETIREMENT

Upon retirement at the end of the year in which the Operations/Maintenance Director reaches the age of 56 and with 10 consecutive years of service to the school district, the Operations/Maintenance Director may remain in the district's insurance plan.

With regard to medical insurance, the district will provide up to \$60,000 that may be used towards any of the district's medical insurance plans or a plan from a provider of the employee's choosing. This money is for medical insurance coverage. This amount can be held should the employee choose to forego insurance coverage temporarily. In the event of the employee's death, this benefit ceases.

With regard to insurance in effect at the time of retirement, the district will continue to pay life insurance premiums for 9 years after retirement or until age 65 years, whichever comes first.

With regard to dental insurance at the time of retirement, the Operations/Maintenance Director will assume responsibility for payment of all premiums.

Upon retirement from full-time employment at age 56 or thereafter, and upon retirement with ten (10) consecutive years of full-time employment in District 508, the Operations/Maintenance Director shall be paid \$50 per day for each day accumulated unused sick leave up to a maximum of 225 days. This payment may be deposited into a VEBA or HSA account. In the event of the death of the employee this money is paid to the employee's estate.

The term "ten (10) consecutive years" as used herein shall mean the Operations/Maintenance Director must be physically present working in the district for the ten(10) consecutive years immediately preceding his/her retirement at age 56 or thereafter. School Board approval leaves will not count in the 10 year requirement, but shall not disqualify an employee basis of the consecutive year stipulation. The only other exception shall be illness or medically certified disability, which will count toward the 10 year requirement.

PUBLIC OBLIGATION

STRIKES OR WORK STOPPAGES: The administrator covered by this agreement, in the event of a strike or work stoppage by other groups of district employees, will be on duty in their respective building or in the district administrative office, as directed by

the superintendent, if physically possible, for the purpose of carrying out board policy and ensuring the safety of personnel and property.

DURATION

1. **DATES:** This agreement shall be effective as of July 1, 2026, and shall continue in effect until June 30, 2027. If a new and substitute agreement has not been duly entered into prior to June 30, 2027, the terms of this agreement shall continue in full force and effect until such substitute agreement is adopted, which shall be fully retroactive to July 1, 2027.
2. **EFFECT:** This master agreement constitutes the full and complete master agreement between the school district and Operations and Maintenance Director. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.
3. **FINALITY:** Any matters relating to the current agreement term, whether or not referred to in this master agreement, shall not be open for negotiation during the term of this master agreement, except by mutual agreement.
4. **CONFORMITY OF LAW:** If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
5. **SEVERABILITY:** The provisions of this master 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 master agreement or the application of any provision thereof.

Operations/Maintenance Director

Date

Chairperson of the School Board

Date

Clerk of the School Board

Date

APPENDIX A

OPERATIONS/MAINTENANCE DIRECTOR SALARY SCHEDULE

Base Salary

July 2026 - June 30, 2027

\$84,624

Additional Compensation:

MAMS Facility Manager Certification

\$2,000 per year

Boiler License Special

\$1,500 per year

AFO Certification

\$1,500 per year

Experience in Saint Peter School District:

0-1 year

\$0

2 years

\$500

3-4 years

\$1,500

5-6 years

\$2,000