

# MASTER AGREEMENT

July 1, 2026 – June 30, 2028

between Independent School District #118

and the

Minnesota Schools Employees Association  
Northland Community Schools Unit

ISD #118 does not discriminate on the basis of race, color, national origin, sex, disability, age, sexual orientation, familial status, religion, creed, gender, marital status, genetic information, or receipt of public assistance in admission, access to, or treatment or employment in its programs and activities.

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APPENDIX A SCHEDULE ~~AB 2026-2027-2024-2026~~ 2Error! Bookmark not defined.  
APPENDIX A SCHEDULE B ~~2027-20282026-2028~~ Error! Bookmark not defined.

## **ARTICLE I: Purpose**

Parties: This Agreement is entered into between Independent School District #118, Remer, Minnesota, hereinafter referred to as the School District, and the Minnesota School Employees Association, (MSEA), hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for paraprofessionals, para/driver, bus drivers, bookkeeper, cooks, custodians, mechanics, and clerical employees during the duration of this Agreement.

## **ARTICLE II: Recognition of Exclusive Representative**

SECTION 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes Minnesota School Employees' Association, as the exclusive representative for paraprofessionals, para/driver, bus drivers, bookkeeper, cooks, custodians, mechanics, and clerical employees employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

SECTION 2. Appropriate Unit: The exclusive representative shall represent all employees of the School District contained in the appropriate unit as defined in ARTICLE III, SECTION 2 and the P.E.L.R.A. and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

SECTION 3. Unit Stewards: The exclusive representative shall provide the School District with the name of the stewards and secretary by October 1 each year.

## **ARTICLE III: Definitions**

SECTION 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payments of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of the P.E.L.R.A.

SECTION 2. Description of Appropriate Unit: All members of the appropriate unit of the School District, not required to be licensed by the State of Minnesota, who are public employees within the meaning of the P.E.L.R.A., excluding supervisory and confidential employees are members of the bargaining unit.

SECTION 3. School District: For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative(s).

SECTION 4. Health Care Savings Plan (HCSP): In 2001 The Minnesota State Retirement System (MSRS) was granted authority to offer a post-employment health care savings plan, (HCSP), Minnesota Statute §352.98 (2001 Supp).

SECTION 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

#### **ARTICLE IV: School District Rights**

SECTION 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

SECTION 2. School Board Responsibilities: The exclusive representative recognizes the rights and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

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

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

#### **ARTICLE V: Employees' Rights**

SECTION 1. Employee Rights: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

SECTION 2. Dues Check off. Payroll Deductions. Pursuant to Minn. Stat. §179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

Subd 1. Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than ten (10) days following the end of each payroll period.

Subd 2. MSEA Lists. The Employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a semi-monthly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

SECTION 3. Access to Financial Information: The School District shall provide, at the written request of the exclusive representative, access to School District financial information, budgets, and such other information necessary for collective bargaining purposes.

SECTION 4. Personnel Files: Employees, upon written request to the supervisor having custody of the files, have the right to review the content of their own personnel files and evaluations. Employees shall have the right to reproduce any of the contents of their own files. Employees shall have the right to submit for inclusion in their own files written information in response to any material in the files, and such information shall become a part of the files.

SECTION 5. Access to School District Facilities for Exclusive Representative Business: The exclusive representative and its members shall have access to School District facilities for the purpose of conducting business with the written approval of the building administrator. Employees shall not conduct exclusive representative business during duty hours without the express written prior consent of the Superintendent.

SECTION 6. New Employee Meeting. Access will be allowed according to MN Statute 179A.07 Subd.9.

SECTION 7. Access to School District Facilities for Exclusive Representative Business: The exclusive representative and its members shall have access to School District facilities for the purpose of conducting business with the written approval of the building administrator. Employees shall not conduct exclusive representative business during duty hours without the express written prior consent of the Superintendent.

## ARTICLE VI: Rates of Pay

### SECTION 1. Rates of Pay:

Subd. 1. Wages and Classifications: The wages and classifications reflected in SCHEDULE A and SCHEDULE B, attached hereto, shall be a part of the Agreement for the period commencing July 1, ~~2026~~ to June 30, 2028.

Subd. 2. Salary Schedules: During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, employees shall be compensated according to their current rate until a successor Agreement is entered into. When a successor Agreement is entered into, compensation shall be retroactive to July 1.

SECTION 2. Occupational Injury Pay: Employees who are forced to leave their jobs because of occupational injury will receive pay for all hours scheduled to work on that day of injury or accident.

SECTION 3. Beginning Salary: Previous related work experience and special training may be given additional steps that affect the beginning salary, but a new employee may not exceed Step 10 of pay in any given classification without mutual agreement between the Union and the District.

SECTION 4. Boiler and Building Check Pay: Any employee required to perform a boiler check outside of his/her normal workday shall be paid a minimum of two hours of pay. If other work, such as snow removal, has to be done during the check, the time will run concurrently.

SECTION 5. Call-in Pay: Any employee called by his/her supervisor for work outside the normal work day shall be paid a minimum of 2 hours and the School Board approved mileage rate for a round trip from home to work and back. This section shall not apply to situations directly related to late starts and/or early dismissal.

SECTION 6. Demotions: If a demotion requires an employee to transfer to a job with a lower band and grade, the employee shall be frozen at the employee's rate of pay prior to the demotion for a period of twelve months or until the employee's schedule placement catches up, whichever occurs first. This section shall not apply to any demotions resulting from any disciplinary action.

SECTION 7. Salary Schedules: SCHEDULE A and SCHEDULE B reflect the agreements made for hourly wages.

SECTION 8. Call Back: Minimum Callback for In-Service: Employees called in for in-service training shall be paid for a minimum of two (2) hours.

SECTION 9. Shift Differential: ~~Employees~~ working janitorial shifts starting after 2:00 P.M. Monday through Friday or for any shift on a Saturday, Sunday or holiday shall receive an additional ~~fifty thirty-five cents~~ (~~5035¢~~) per hour. Shift differential shall not apply to boiler and building checks that are two hours or less.

SECTION 10. Para II Stipend: Paraprofessionals who are working in positions under the Para II sub classification shall receive a wage rate of 110% of his/her paraprofessional rate of pay for all hours paid.

SECTION 11. Custodial employees with a class 1 licensure will receive an additional ~~fifty thirty-five~~

(~~5035~~) cents per hour.  
per hour.

**SECTION 12:** Class III Drivers will receive an additional ~~fifty thirty-five~~ (~~5035~~)¢ per hour for driving hours.

**SECTION 13:** Extra Hours, Summer School, or After School Program Employment Opportunities; Seniority & Posting: Extra Hours, Summer School or after school program employment opportunities will first be offered, to qualified employees in order of seniority, to the qualified staff working at the building or work location during the regular school term for Summer School or regular day for after school programs. Positions not filled through this process will be offered first to those qualified staff who worked the Summer School or after school program opportunity the previous school year if that staff member exhibited success in working with the program. Any remaining unfilled positions will be posted and the program/building supervisor may exercise discretion in selection of staff.

If the District, due to a student's IEP and/or medical recommendation, requests the same paraprofessional for the summer school session as the student had for the regular school year, the District shall meet and confer with the Union field representative or local with leadership. If the paraprofessional is willing to accept the summer assignment, the unit leadership shall have the authority to grant a waiver of the seniority provision for the summer session.

SECTION 14: Paraprofessionals will receive an additional fifty cents (50¢) per hour when assigned by administration to a classroom with no teacher or shared teacher

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## ARTICLE VII: Group Insurance

SECTION 1. Selection of Carrier: The selection of the group insurance carriers and policy shall be made by the School District as provided by law.

### SECTION 2.

Subd 1. Health and Hospitalization Insurance Premium Contributions: The School District shall contribute for health and hospitalization. During the ~~2024-2028~~2026-27 contract years, the District will offer a Cafeteria (125) plan and will contribute up to ~~\$13,700~~\$13,500 per year towards family health insurance only, or ~~\$8,200~~\$8,000 per year toward individual health insurance. During the 2027-2028 contract years, the District will contribute up to \$13,900 per year towards family health insurance only, or \$8,400 per year towards individual health insurance.

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This contribution which may be utilized toward the combined cost of any of the following:  
The premium for coverage for each regular employee employed by the school district that qualifies for and is enrolled in the School District group health and hospitalization plan;

- The premium for a Basic Life Insurance Policy (\$50,000);
- The premium for Supplemental Life Insurance up to \$50,000 (this would be taxable);
- The premium for any other District group supplemental insurance plans approved as pre tax options;
- Employees shall be paid 50% of any remaining funds after purchasing insurance up to a maximum of \$2,850. Employees electing not to purchase insurance shall be paid \$2,850 per year. This payment shall be taxable.

Any additional cost of the premiums selected is to be borne by the employee and paid by payroll deduction.

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Subd. 2 Dental Insurance: During the ~~2026-2028~~2024-26 contract years, the District will contribute up to \$45 per month towards the premium for dental insurance.

~~Subd. 3:~~ Selection of Provided Policies: An employee has the option to select coverage under the School District group policy.

Subd. 4. Allowance for Husband and Wife: When two employees are married and are both employed by the School District, each shall be allowed the insurance contribution as stated in ARTICLE VII,

Subd. 5. For employees electing the District's HSA plan, a contribution of \$1000 ~~will~~ be made into the employee's HSA account for the ~~2024-25~~2026-2027 and the ~~2026-2028~~2027-2028 school years.

SECTION 3. Long Term Disability Insurance (LTD): The School District shall contribute a sum not to exceed \$12.00 per month toward the school districts LTD policy for all employees covered by this Agreement.

SECTION 4. Employee Assistance Program (EAP): The School District shall pay the full cost toward the school district's EAP policy for all employees covered by this Agreement and their eligible family members.

SECTION 5. Claims Against the School District: The School District's only obligation is to provide a group policy (or to allow an employee to purchase individual health insurance policies) and to pay such amounts as agreed to in this Agreement. The School District's obligations are strictly administrative, and, under no circumstances, shall a claim be made against the School District as a result of a denial of insurance benefits by any insurance carrier.



SECTION 6. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all School District contributions shall cease.

SECTION 7. Eligibility: Benefits provided in this article shall be available according to the following criteria:

1. Employees hired before May 1, 2014 shall be eligible for the contributions listed in Article VII, Section 2.
2. Employees hired after May 1, 2014, who are employed 20 or more hours per week including bus drivers, shall be eligible for the contributions listed in Article VII, Section 2.

SECTION 8. Reduction in Hours Protection: Employees who are reduced in hours through no fault of their own shall suffer no reduction in insurance benefits for the duration of the balance of the employment contract period in the current fiscal year, provided the insurance carrier allows.

## ARTICLE VIII: Leaves of Absence

SECTION 1. Sick Leave/Earned Sick and Safety Leave. As applicable to MN Statutes 181.9445, 181-9446, 181.9447, 181.9448. ▲

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Subd. 1. Annual Allowance: An employee shall earn sick leave at the rate of 1 2/3 days for each month of service in the employ of the School District credited to the employee's sick leave bank each month. New employees shall receive a sick leave advance of 4 months credited to their sick leave bank upon hire. Beginning on the new hire's fifth month of service, they shall earn sick leave on a monthly basis at the rate established as applicable to Minnesota State or Federal Statute or mandate.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum credit of 110 days of sick leave per employee for 12 month employees and 90 days for less than 12 month employees.

The maximum credit of days shall be resolved after June 30 of each contract year. ~~Thirty-five percent (35%)~~ ~~Twenty-five percent (25%)~~ of any hours earned under Section 1 above in excess of the 110 or 90 days an employee is eligible to accumulate as of June 30 shall be deducted and deposited into a HCSP in the employee's name. The rate of pay shall be the rate the employee was earning as of June 30 of that contract year and deposited into an HCSP by August 1 of the same calendar year. (Example: If an employee who could accumulate 90 days of sick leave started contract year 1 with 80 days already accumulated on July 1 and did not use any additional days earned each month throughout the contract year, this employee would have 95 days accumulated on June 30 of contract year 1. ~~Thirty-five~~ percent of the 5 days in excess at this employee's rate of pay as of June 30 of contract year 1 would be deposited into a HCSP in the employee's name. This employee would start contract year 2 out with 90 days of sick leave accumulation.)

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Subd. 3. Eligibility: Sick leave with pay shall be allowed when the employee's absence is found to have been due to his/her illness or disability, which prevented his/her attendance and performance of duties on that day or days. Such days are to be deducted from accrued sick leave or as applicable by Minnesota State or Federal Statute or mandate.

Subd. 4. Illness of Family Members: An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child ("child means an individual under 18 years of age or an individual under age 20 who is still attending secondary school), adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury or as applicable by Minnesota State or Federal Statute or mandate. Such days are to be deducted from sick leave.

Subd. 5. Proof of Illness: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or as applicable by Minnesota State or Federal Statute or mandate, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Authorization for Payment: Sick leave pay shall be approved only upon submission of a request upon the authorized digital time clock system.

Subd. 7. Wellness Incentive:

1. Employees whose annual use of sick leave is less than 3 days will receive a wellness incentive according to the following schedule.

~~2.~~ Upon the end of the fiscal year (June 30), an amount equal to the current wage for the classification the employee was currently holding will be deposited in the HCSP program ~~or~~ ~~403(b)~~

~~3-2.~~ Eight hours of the employee's current rate will be deposited for each incentive day earned for all classifications except drivers. Drivers will have 4 hours of their current rate of pay for each incentive day earned.

| Number of Sick Leave Days Used | Number of Incentive Days Earned |
|--------------------------------|---------------------------------|
| Zero (0) days                  | 3 days                          |
| One (1) days                   | 2 days                          |
| Two (2) days                   | 1 day                           |
| Three (3) or more days         | 0 days                          |

**Section 2. Minnesota Paid Leave for Individuals and Families;** Beginning January 1, 2028, leave will be allowed as applicable to Minnesota State Statutes and or mandates that may apply to this section.

**SECTION 3. Workers' Compensation:** Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, said salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

**SECTION 4. Personal Leave:** Employees shall be allotted 3 personal leave days (prorated based on the employee's regularly scheduled work day), non-accumulative, per school year, July 1 through June 30. Requests for approval of personal leave must be made in writing to the Superintendent or his/her designated representative at least 3 days in advance.

No more than 3 employees shall be granted personal leave on the same day. Substitutes must be available for all who are on leave. In the event that more than 3 requests are received for the same date, the leave shall be granted based upon the order in which the requests are received. The order in which the requests are received is determined by the date and time placed on the request by the Superintendent or his/her designee.

Employees shall be paid for any unused personal days at the end of the school year at the hourly rate paid to substitutes.

**SECTION 5. Bereavement:** Up to 3 days of leave per occurrence shall be allowed, the days to be deducted from sick leave, for death in the employee's immediate family. "Immediate family" is defined as the employee's spouse, child, parent, mother-in-law, father-in-law, grandparents, brother, sister, aunt, uncle, cohabitating adults and those adult's children, or other relatives living in the household of the employee. The specific amount of leave allowed is subject to the discretion of the Superintendent or as provided by law ~~depending on the circumstances~~. Denial of such leave shall not be subject to the grievance procedure.

#### SECTION 6. Emergency Leave:

Subd. 1. Eligibility: An employee may be granted a leave at the discretion his/her immediate supervisor of up to 2 days per year, non-accumulative, for situations that arise requiring the employee's emergency attention which cannot be attended to outside the employees workday or for an unscheduled school closing and which are not covered under other provisions of this Agreement. At the discretion of the Superintendent, more than 2 days of emergency leave may be granted. All emergency days are to be deducted from sick leave.

Subd. 2. Application: Requests for emergency leave must be made in writing to the employee's immediate supervisor at least 3 days in advance whenever possible or prior to the processing of payroll for that pay period in the event of an unscheduled school closing. The request shall state the reason for the proposed leave. The immediate supervisor reserves the right to refuse to grant such leave if, under the circumstances involved, such leave should not be granted. Emergency leaves must have prior, written approval whenever possible.

Subd. 3. Authorization: An emergency leave day shall not be granted for the day preceding or the day following holidays or vacations or the first and last days of the school year, unless it is a request due to an unscheduled school closing. The Superintendent may allow 1 of these days to be granted due to extenuating circumstances, but denial of such leave shall not be subject to the grievance procedure.

#### SECTION 7. Medical Leave:

Subd. 1. Eligibility: A medical leave of absence may be granted to an employee who meets either of the following qualifications:

1. Has completed his/her probationary period and;
2. Is unable to perform his/her duties because of illness and injury, and
3. Has exhausted all sick leave credit, OR
4. Has become eligible for LTD compensation.

This leave is without pay and may be up to 6 months. This leave may be renewed at the discretion of the School Board.

Subd. 2. Application: A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to resume his/her normal responsibilities.

Subd. 3. Insurance Coverage: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. Failure to pay the premium in advance may result in the cancellation of the policy by the insurance company.

Subd. 4. Effect on Accrued Time: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she has accrued at the time he went on leave. No credit shall accrue from the period of time that an employee was on unpaid leave.

#### SECTION 8. Well Childcare/Adoption Leave:

Subd. 1. Application for Leave: A well childcare/adoption leave may be granted by the School Board, subject to the provisions of this section, to 1 parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. Notice: An employee making application for well childcare/adoption leave must inform the Superintendent in writing of his/her intention to take the leave at least 3 calendar months before commencement of the intended leave.

Subd. 3. Use of Sick Leave: An employee shall not be eligible for sick leave during the period of time covered by a childcare/adoption leave.

Subd. 4. Substitute Availability: The availability of a substitute may also be considered by the School District in determining the beginning or the duration of the leave.

Subd. 5. Commencement and Duration: In making a determination concerning the commencement and duration of a well childcare/adoption 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 his or her employment prior to the date designated in the request for well childcare/adoption leave.

Subd. 6. Reinstatement: An employee returning from well childcare/adoption leave shall be reemployed in a position for which he or she is classified unless previously discharged or laid off.

Subd. 7. Termination: Failure of the employee to return pursuant to 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.

Subd. 8. Probationary Period: The parties agree that periods of time for which the employee is on well childcare/adoption leave shall not be counted in determining the completion of the probationary period.

Subd. 9. Retention of Rights: An employee who returns from well childcare/adoption leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for well childcare/adoption leave.

Subd. 10. Insurance Participation: An employee on well childcare/adoption leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the well childcare/adoption 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, subject to COBRA requirements.

Subd. 11. Pay: Leave under this section shall be without pay or fringe benefits unless required by state or federal statute.

SECTION 9. Jury Service Leave: Jury service will be administered pursuant to Minnesota statutes. An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to

discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

SECTION 10. Exclusive Representative Leave: A leave of absence, without pay, may be granted for a reasonable length of time to officers or appointed representatives of the exclusive representative to attend meetings of the exclusive representative. All requests for such leave must be submitted to the Superintendent, in writing, at least 3 days in advance. No more than 4 officers may utilize this leave on the same day.

SECTION 11. Eligibility:

Subd. 1. Eligibility: Leave benefits provided in this article shall apply only to employees who are included in the bargaining unit.

Subd. 2. Absences Not Covered by Leave: Any person requesting to be absent from work for a reason not covered by leave provisions of this agreement must have such request approved by the superintendent in writing prior to seeking a substitute. However, denials may be appealed to the School Board at the next regularly scheduled school board meeting. The Board's decision is final. All such leaves may be denied and are not subject to the grievance provision.

SECTION 12. Reassignment of Management Paraprofessionals: Management paraprofessionals are employed based on a need for services for individual students. The amount of needed service is found in the particular IEPs. Management paraprofessionals are assigned working hours tied to the individual students they serve. When the student and/or students are absent from school and services are not needed; therefore, the management paraprofessional's working hours may be reduced.

Subd. 1. One-to-One Assignments: When a management paraprofessional is providing 1-to-1 services to a student, if the student is absent the management paraprofessional will be reassigned duties for up to 2 days for each accumulative occurrence of absence of the assigned student.

Any management paraprofessional who has no one to provide services to due to student absences exceeding 2 consecutive days will be placed on a first call substitute list. Seniority will determine the order of substituting.

If a student requiring a 1-to-1 management paraprofessional leaves the School District permanently, the management paraprofessional assigned to the student will not work until reassigned based on seniority among management paraprofessionals. Reassignment will occur following the end of the next full pay cycle during which time the management paraprofessional will not work.

Subd. 2. Serving Multiple Students: In a situation where a management paraprofessional is assigned to multiple students and a student assigned to that management paraprofessional leaves the School District permanently, his/her work schedule will be adjusted prior to the end of the next full pay cycle during which time management paraprofessional may be re-assigned or laid off.

Subd. 3. Listed by Name: A management paraprofessional who is listed by name in an IEP as the serving paraprofessional will not have his/her assignment changed due to the leaving of other students served by other management paraprofessionals until change of school years. However, the School District and exclusive representative must meet and negotiate before a listing by name applies.

Subd. 4. Communication: The School District Central Office needs to be informed when such

changes occur. Changes must be noted on the timecards. If a reassigned management paraprofessional is assigned to work as a substitute, his/her name must be listed on the "Leave of Absence Form" for the employee for whom the management paraprofessional is substituting.

Subd. 5. Alternative work when no Paraprofessional Work is Available:

1. School District Food Service Supervisor and the School District Custodial Supervisor update work available daily to the assigned clerical paraprofessional who is charged with finding substitutes.
2. The clerical paraprofessional prepares a spreadsheet of all custodial and food services paraprofessional and secretarial absences each morning.
3. The clerical paraprofessional emails the updated spreadsheet to building secretaries.
4. The management paraprofessional is given a copy of available openings and must indicate in writing if he/she does not wish to take openings and, if not, leaves work and is not paid for the absence.
5. The management paraprofessional must document on his/her timecard the employee for whom he/she substituted, and the time will be charged to that department.

## ARTICLE IX: Hours of Service and Duty Year

### SECTION 1. A Full-Time Employee is:

Subd. 1. Regular Work Week: A regular work week shall consist of a maximum of 40 hours, or a minimum of 20 hours, exclusive of lunch.

Subd. 2. Bus Drivers: A full-time bus driver is one who is contracted to drive a regular route for the school year. The normal day for a bus driver is to transport the students to and from school. A bus driver's daily schedule is based on a total of 4 hours, inclusive of inspection time.

SECTION 2. Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis as long as doing so does not affect the regular work week of employees covered by this Agreement.

SECTION 3. Shifts and Starting Times: All employees will be assigned starting time and shifts by the School District.

SECTION 4. Lunch Periods/ Rest Breaks: Employees working more than 5 consecutive hours per day-shall be provided an unpaid-duty free lunch period of at least 30 minutes. Employees shall receive the following lunch periods and rest breaks:

3-5 work hours - 15 minute break

5+ - 6 work hours - 30 minute duty free/unpaid lunch period

6+ work hours - 30 minute duty free/unpaid lunch period plus 15 minute break

8+ work hours - 30 minute duty free/unpaid lunch period plus two 15 minute breaks

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SECTION 5. School Closing: In the event that school closes for (e.g. weather related closing, other emergency closing, etc.)employees will have the following options made available to them:

- a. work remotely as assigned by the District
- b. take the day unpaid
- c. take sick or personal time
- d. make up the time as mutually agreed between the employee and their building supervisor or administrator

SECTION 6. E-Learning Days: When the School District declares an e-learning day, school is in session. Employees will receive the full wages and benefits for scheduled work hours according to MN Statute 120A.414

If an employee reports to work prior to school being closed he/she will be paid a minimum of 2 hours. The previous options may be used for the remaining lost time.

SECTION 7. Shortened Workday: In the event of a late start or an early out, employees shall be given the opportunity to make up any missed hours. Any employee choosing to make up missed hours will consult with their supervisor regarding the scheduling of this make up time. An employee who is denied the opportunity to schedule make up hours, by their supervisor, may appeal the issue to the Superintendent. The Superintendent's decision will be final. These added hours cannot be added to a full week in order to be paid as overtime.



SECTION 8. Overtime: Time and a half shall be paid for all hours worked over 40 hours in any work week. In the event of an emergency that occurs on a holiday, employees required to work will receive their regular rate of pay in addition to their pay for the holiday.

To work overtime that is not part of an employee's regular schedule, the employee must have prior, written approval from the employee's immediate supervisor. If prior, written approval is not possible, the immediate supervisor's written approval must be obtained prior to the completion of the current pay period.

Employees, who work beyond their regular daily schedule on any day, shall not be required to take time off later in the work week because of such extra work.

## ARTICLE X: Holidays

### SECTION 1. Paid Holidays:

Subd. 1.. Paid Holidays for Twelve-Month, Full-Time Employees: Employees shall be granted the following paid holidays:

|               |                  |                               |                   |             |           |
|---------------|------------------|-------------------------------|-------------------|-------------|-----------|
| Labor Day     | Thanksgiving Day | Friday following Thanksgiving | Christmas Eve Day |             |           |
| Christmas Day | New Year's Day   | Good Friday                   | *Memorial Day     | *Juneteenth | *July 4th |

\*Pay for Memorial Day, Juneteenth, and July 4th will only be allowed if scheduled work days extend over the particular paid holiday.

Subd. 2. Paid Holidays for Less Than 12 Month and 20 Hours or More Per Week Employees: Employees working less than 12 months and 20 hours or more per week shall be granted the following paid holidays:

|                |                  |                               |                   |               |
|----------------|------------------|-------------------------------|-------------------|---------------|
| Labor Day      | Thanksgiving Day | Friday following Thanksgiving | Christmas Eve Day | Christmas Day |
| New Year's Day | Memorial Day     | Good Friday                   | *Juneteenth       |               |

Paid holidays will be prorated based on the employee's normal work day. For example, an employee who normally works 4 hours per day will receive 4 hours pay for each holiday while an employee normally working 6 hours per day will receive 6 hours pay for each holiday.

\*Pay for Juneteenth will only be allowed if scheduled work days extend over the particular paid holiday.

Subd. 3. Paid Holidays for Less Than 20 Hours Per Week Employees: Employees working less than 12 months and less than 20 hours per week shall be granted the following paid holidays:

|           |                   |               |             |              |             |
|-----------|-------------------|---------------|-------------|--------------|-------------|
| Labor Day | Christmas Eve Day | Christmas Day | Good Friday | Memorial Day | *Juneteenth |
|-----------|-------------------|---------------|-------------|--------------|-------------|

Paid holidays will be prorated based on the employee's normal work day. For example, an employee who normally works 4 hours per day will receive 4 hours pay for each holiday while an employee normally working 6 hours per day will receive 6 hours pay for each holiday.

\*Pay for Juneteenth will only be allowed if scheduled work days extend over the particular paid holiday.

SECTION 2. Weekends: Holidays that fall on weekends shall be observed on a day established by the School District.

SECTION 3. School in Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday which falls within an employee's vacation period, shall not be counted as a vacation day.

SECTION 4. Application: In order to be eligible for holiday pay, an employee must have worked his/her regular workday before and after the holiday unless he/she is on excused leave or vacation. Eligible employees shall receive Labor Day as a paid holiday provided they work the Tuesday following Labor Day and Memorial Day if they work the day before Memorial Day.

## ARTICLE XI: Vacations

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SECTION 1. Eligibility: This article shall apply only to employees who are regularly employed on a 12-month basis and 40-hour week.

SECTION 2. Earned Vacations: Full-time, 12-month employees under these provisions shall accrue and use vacation ~~in the same year~~ as follows:

| Years of Service                  | Accrual Rate per Month                                             |
|-----------------------------------|--------------------------------------------------------------------|
| <del>Less than 1 (one) year</del> | <del>0 days how much do they earn as of July 1<sup>st</sup>?</del> |
| <del>0-8</del> 9                  | 1 day                                                              |
| 9-15                              | 1.25 days                                                          |
| 16-30                             | 1.667 days                                                         |
| 31+ years                         | 2.0834 days                                                        |

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Earned vacations can only be used after completing a full year of service. Use of vacation time may start upon the anniversary date of employment. The 18-month period of time in which the vacation days are to be used is the 18 months from the anniversary date of the employee each year.

SECTION 3. Unused Vacation and Scheduling:

Subd. 1. Resignation: An employee who has completed at least one year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the School District with at least 2 weeks' advance written notice of his/her resignation time.

Subd. 2. Scheduling: The scheduling of all vacation shall be determined by the employee's immediate supervisor.

Subd. 3. Unused Vacation Days: An employee may choose to be paid for up to 3 days of unused vacation time instead of using the vacation days. Unused days, over 3 days and up to 5 days, will be placed in the employee's HCSP.

## **ARTICLE XII: Discipline, Discharge, and Probationary Period**

SECTION 1. Probationary Period: An employee shall serve a probationary period of 1 calendar year of continuous service during which time the School Board shall have the unqualified right to discharge such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as discharge is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Master Agreement alleged to have been violated. A new employee shall not be considered a permanent employee until the employee has served this 1 calendar year probationary period. Subsequent to that period, the employee shall attain permanent status and may be discharged only for just cause.

SECTION 2. Discipline: Disciplinary action shall normally include only the following measures and shall normally be administered progressively depending on the severity of the incident. Disciplinary action may be taken against an employee for just cause.

The School Board or designee shall have the right to discipline/discharge an employee for just cause. Disciplinary actions by the School Board or their designee may include the following 5 steps:

- A. oral reprimand
- B. written reprimand
- C. suspension with pay
- D. suspension without pay
- E. discharge

The School District reserves the right to move directly to a higher level of discipline based on the seriousness of the offense and other relevant factors.

SECTION 3. Meetings to Discuss Discipline Measures: If a supervisor meets with an employee to discuss written reprimand, suspension, or discharge, the employee has the right to have a representative of the exclusive representative present. When possible, the School District will attempt to discuss with the employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

SECTION 4. Discharge Due Process: No employee who has completed the probationary period, shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes are relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the School District which shall be conducted after advance notice to the employee and his/her representative who shall be permitted to attend the conference.

SECTION 5. Disciplinary Action Records: A written record of all disciplinary actions within the meaning of this article shall be provided to the involved employee(s) and will be entered into the employee's personnel file. Investigations into conduct, which do not result in disciplinary action, however, shall not be entered into the employee's personnel file. The disciplined employee shall be entitled to submit a written response to be included in the employee's personnel file.

SECTION 6. Probationary Period Change of Classification: In addition to the initial probationary period, an

employee transferred or promoted to a different classification shall serve a new probationary period of 90 working days in any such new classification. If during this 90-day probationary period, the School District is not satisfied with the job being done in the new classification, the employee will be returned to the old classification with no loss of seniority in that classification.

SECTION 7. Unpaid Leaves and Probationary Period: Periods of absences for unpaid leaves taken under ARTICLE VIII, SECTION 2, and SECTION 7, or absences exceeding allotted sick leave will not count as part of the probationary period. The probationary period will be lengthened to equal those absences unless otherwise required by law.

SECTION 8. Seniority Date: Employees shall acquire seniority upon completion of the probationary period and, upon acquiring seniority, the seniority date shall relate back to the first date of hire. If more than 1 employee is hired on the same date, seniority ranking for such employees shall be determined by the order of hire.

SECTION 9. Job Posting: Job openings in any classification covered by this Agreement will be posted in all buildings in the School District for a period of 5 days. The School District determines what position is to be posted after an employee submits his/her resignation or leaves employment for other reasons. This allows for managerial transfers of employees prior to position posting. Employees interested in the positions must advise the School District in writing within the posting period. A permanent job opening is a vacancy in a position scheduled that provides enough hours for unit inclusion. Permanent job openings shall be filled within 40 days from the last day of the job-posting period.

SECTION 10. Job Posting Copies: Copies of all job posting shall be provided to the chief steward(s).

SECTION 11. Reduction in Force: The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain his/her seniority and right to recall, within classification, in seniority order for a period of 15 months after the date of layoff. The employee must be fully qualified for the position to be recalled. Fully qualified means the person must meet all current federal and/or state qualifications for the position, even if qualifications for the position have changed since the date of lay off. The School District determines the actual date of recall. No job opening shall exist within the district if someone from that job classification is on layoff.

SECTION 12. Notifying the School District of a Change of Address: An employee on lay off must advise the School District of any change in address which occurs during his/her period of recall.

SECTION 13. Seniority List: A seniority list will be made up by the School District and posted once a year. When the seniority list is posted, an employee shall have 15 working days to request a correction on the list.

SECTION 14. Loss of Seniority and Related Benefits: Employees who are terminated during their initial probationary period, resign, retire, are discharged for just cause, or fail to return to work following the completion of a leave of absence, or fail to respond to a recall notice within 16 calendar days while on layoff shall lose their seniority rights, longevity pay, and other related benefits.

SECTION 15. Job Classifications: Employees may be reassigned within their classification whenever employee absences create the need for reassignment.

1. Instructional Paraprofessional
  - a. Paraprofessional II
    - i. Computer Technician Assistant
    - ii. High School Library and Online Learning Assistant
    - iii. Little Sand Learning Center Program Coordinator
2. Clerical Paraprofessional
3. Management Paraprofessional
  - i. Paraprofessional/Driver
4. Baker
5. Cooks I & II
6. Kitchen Helper
7. Custodian
8. Secretary
9. Bookkeeper II
10. Mechanic II
11. Bus Driver (including Special Education Bus Driver)
12. Payroll Clerk
13. Groundskeeper
14. Cleaner
15. Lead Custodian
16. District Computer Tech
17. Indian Education Paraprofessional
18. Health Paraprofessional

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## **ARTICLE XIII: Grievance Procedure**

**SECTION 1.** Grievance Procedure: A “grievance” shall mean an allegation by an employee or group of employees resulting in a dispute or disagreement between the employee or group of employees, as filed by the exclusive representative, and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

**SECTION 2.** Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party’s behalf.

**SECTION 3.** Definitions and Interpretations:

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

Subd. 2. Days: Reference to “days” regarding time periods in this procedure shall refer to all weekdays not designated as holidays by this contract or state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it bears a postmark of the United States mail or if it has been faxed or personally served within the time period. The counting of the timeline begins the day after the employee, the employee’s representative, or School District receives notice.

**SECTION 4.** Time Limitations: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the principal(s) or building administrator setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the event giving rise to the grievance occurred.

Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District’s designee.

**SECTION 5.** An Adjustment of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee in the following manner:

Subd. 1. Level I - If the grievance is not resolved through informal discussion, the principal(s) or building administrator shall give a written decision on the grievance to the parties involved within 5 days after receipt of the written grievance.

Subd. 2. Level II - Superintendent: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the

Superintendent or his/her designee shall set a time to meet regarding the grievance within 10 days after receipt of the appeal. Within 7 days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III - School Board: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 5 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance at the next regular School Board meeting after receipt of the appeal. Within 10 days after the hearing, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Subd. 4. Grievance Mediation: Either party may request grievance mediation at any time by sending a written request to the BMS and by sending a copy of such requests to the other party.

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

SECTION 7. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this article.

Subd. 1. Submission to Arbitration: The grievant may submit to arbitration any grievance which has been properly processed through Level III of the grievance procedure. The exclusive representative must file with the Superintendent a written notice of intention to arbitrate not more than 12 days after the written decision of the grievance at Level III. Arbitration proceedings shall be conducted according to labor arbitration rules.

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

Subd. 3. Selection of Arbitrator: The School District and employee or employee's representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the School District and the employee or employee's representative are unable to agree on an arbitrator, they may request from the Commissioner of the BMS, a list of 5 names. The list maintained by the Commissioner shall be made up of qualified arbitrators who have submitted an application to the Commissioner. The parties shall alternately strike names from the list of 5 arbitrators until only 1 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 a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

Subd. 4. 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 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 in this article; 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction



and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 5. Decision: The decision of the arbitrator shall be final and binding on all parties to the dispute. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the BMS.

Subd. 6. Extension of Time Limits: The parties, by mutual written agreement, may waive any step and extend any time limits in this grievance procedure.

Subd. 7. Employee Participation: Employees shall not lose wages due to their necessary participation in grievance hearing held locally during the working hours. No reprisals of any kind will be taken by the School District against any employee because of his/her participation in this grievance procedure.

## **ARTICLE XIV: Extra Compensation**

### **SECTION 1. 403(b)**

Subd. 1. Eligibility. Pursuant to the provisions of M.S. 123B.02, Subd. 15 and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee.

Subd. 2. Amount of School District Contribution:

403(b) – Beginning January 1, 2019 members of the Minnesota Schools Employees Association Northland Community Schools Unit shall be eligible to participate in this plan and receive matching contributions from the District, according to the following schedule:

| Credited Years of Service in the District | Maximum Annual Matching Contribution | Minimum Employee Contribution |
|-------------------------------------------|--------------------------------------|-------------------------------|
| Less than 1 (one) year                    | \$100                                | \$100                         |
| 1-9                                       | \$350                                | \$350                         |
| 10+                                       | \$600                                | \$600                         |

In recognition of continuous service to the District, employees will receive the annual longevity bonus listed below. Longevity will be paid annually by June 30.

| <b>Years of Service to the District.</b> | <b>Longevity Bonus</b> |
|------------------------------------------|------------------------|
| 20-24 Years.                             | \$500                  |
| 25-29 Years.                             | \$750                  |
| 30+ Years.                               | \$1,000                |

## **ARTICLE XV: Miscellaneous**

**SECTION 1.** Boiler License Fee: The School District shall pay the cost of a boiler license fee when the School District requires the custodian to maintain a boiler license as a requirement for his or her job. A custodian who is hired without the qualification of possessing a “Special Class Boiler License” will obtain a Special Class boiler license within 30 workdays of employment and will obtain a “Second Class Boiler License” within 28-months. The School District shall pay only the actual cost of the boiler license fee. The district agrees to pay only once for training time, testing materials, testing time, and exam for each license level required.

**SECTION 2.** Para Pro Test: The School District shall pay the test fee for the Para Pro Test for currently employed paraprofessionals. The district will pay the fee only once for any paraprofessional. If the district becomes a Title I School Wide project, the School District shall pay the test fee for the Para Pro Test.

### **SECTION 3: Extra Trips**

Subd. 1. POSTING: All extra trips sponsored by the School District shall be posted.

Subd. 2. SIGN-UP: Regular drivers who want to drive posted trips can sign up for posted trips.

Subd. 3. ASSIGNMENTS: The senior driver with the least accumulated trip hours shall have the trip.

However, the transportation supervisor may reschedule the driver in the event that special circumstances arise. In the event no driver signs up by the deadline, the transportation supervisor has the authority to fill the trip by any means necessary.

#### **ARTICLE XVI: Duration**

SECTION 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, ~~2026~~~~2024~~ through June 30, ~~2028~~, ~~2028~~ and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than 60 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of this Agreement.

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SECTION 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior agreements, resolutions, and practices, and School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term of this Agreement.

SECTION 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

SECTION 4. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any such provisions ~~thereof~~~~thereo~~

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**APPENDIX A  
SCHEDULE A  
2026-2027**

| Step | Para  | Para II | Baker | Cooks<br>I&II | Kitchen<br>Helper | Custodian | Cleaner | Grounds<br>Keeper |
|------|-------|---------|-------|---------------|-------------------|-----------|---------|-------------------|
| 1    | 16.90 | 18.54   | 21.98 | 16.86         | 14.90             | 16.90     | 16.11   | 15.31             |
| 2    | 17.17 | 18.80   | 22.23 | 17.13         | 15.17             | 17.17     | 16.37   | 15.57             |
| 3    | 17.43 | 19.05   | 22.50 | 17.38         | 15.43             | 17.43     | 16.63   | 15.83             |
| 4    | 17.68 | 19.32   | 22.76 | 17.64         | 15.68             | 17.68     | 16.88   | 16.09             |
| 5    | 17.94 | 19.58   | 23.01 | 17.90         | 15.94             | 17.94     | 17.15   | 16.35             |
| 6    | 18.20 | 19.83   | 23.27 | 18.16         | 16.21             | 18.20     | 17.40   | 16.61             |
| 7    | 18.46 | 20.09   | 23.53 | 18.42         | 16.46             | 18.46     | 17.66   | 16.86             |
| 8    | 18.72 | 20.36   | 23.79 | 18.68         | 16.72             | 18.72     | 17.92   | 17.13             |
| 9    | 18.97 | 20.61   | 24.05 | 18.93         | 16.97             | 18.97     | 18.18   | 17.38             |
| 10   | 19.24 | 20.87   | 24.30 | 19.20         | 17.24             | 19.24     | 18.44   | 17.64             |
| 11   | 19.50 | 21.13   | 24.57 | 19.45         | 17.50             | 19.50     | 18.70   | 17.90             |
| 12   | 19.75 | 21.39   | 24.83 | 19.71         | 17.75             | 19.75     | 18.95   | 18.16             |
| 13   | 20.01 | 21.65   | 25.08 | 19.97         | 18.01             | 20.01     | 19.22   | 18.42             |
| 14   | 20.27 | 21.90   | 25.34 | 20.23         | 18.28             | 20.27     | 19.48   | 18.68             |
| 15   | 20.53 | 22.16   | 25.60 | 20.49         | 18.53             | 20.53     | 19.73   | 18.93             |
| 16   | 20.79 | 22.43   | 25.86 | 20.75         | 18.79             | 20.79     | 19.99   | 19.20             |
| 17   | 21.04 | 22.68   | 26.12 | 21.00         | 19.04             | 21.04     | 20.25   | 19.45             |
| 18   | 21.31 | 22.94   | 26.37 | 21.27         | 19.31             | 21.31     | 20.51   | 19.71             |
| 19   | 21.57 | 23.20   | 26.64 | 21.53         | 19.57             | 21.57     | 20.77   | 19.97             |
| 20   | 21.82 | 23.46   | 26.90 | 21.78         | 19.82             | 21.82     | 21.02   | 20.23             |
| 21   | 22.08 | 23.72   | 27.15 | 22.04         | 20.08             | 22.08     | 21.29   | 20.49             |
| 22   | 22.35 | 23.97   | 27.41 | 22.30         | 20.35             | 22.35     | 21.55   | 20.75             |
| 23   | 22.60 | 24.23   | 27.68 | 22.56         | 20.60             | 22.60     | 21.80   | 21.00             |
| 24   | 22.86 | 24.50   | 27.93 | 22.82         | 20.86             | 22.86     | 22.06   | 21.27             |
| 25   | 23.11 | 24.75   | 28.19 | 23.07         | 21.12             | 23.11     | 22.32   | 21.53             |
| 26   | 23.38 | 25.01   | 28.44 | 23.34         | 21.38             | 23.38     | 22.58   | 21.78             |
| 27   | 23.64 | 25.27   | 28.71 | 23.60         | 21.64             | 23.64     | 22.84   | 22.04             |
| 28   | 23.89 | 25.53   | 28.97 | 23.85         | 21.89             | 23.89     | 23.09   | 22.30             |
| 29   | 24.15 | 25.79   | 29.22 | 24.11         | 22.15             | 24.15     | 23.36   | 22.56             |
| 30   | 24.42 | 26.05   | 29.48 | 24.37         | 22.42             | 24.42     | 23.62   | 22.82             |

**2026-2027 Continued**

| <b>Step</b> | <b>Mechanic</b> | <b>Mechanic II</b> | <b>Bus Driver</b> | <b>Secretary</b> | <b>Payroll</b> | <b>Book keeper</b> | <b>Book keeper II</b> | <b>Lead Custodian</b> | <b>Dist. Comp. Tech</b> |
|-------------|-----------------|--------------------|-------------------|------------------|----------------|--------------------|-----------------------|-----------------------|-------------------------|
| 1           | 27.07           | 0.00               | 27.07             | 18.94            | 20.81          | 24.74              | 28.44                 | 19.90                 | 23.81                   |
| 2           | 27.33           | 0.00               | 27.33             | 19.21            | 21.06          | 25.00              | 28.71                 | 20.15                 | 24.07                   |
| 3           | 27.59           | 0.00               | 27.59             | 19.46            | 21.33          | 25.26              | 28.97                 | 20.42                 | 24.33                   |
| 4           | 27.85           | 0.00               | 27.85             | 19.72            | 21.59          | 25.52              | 29.22                 | 20.67                 | 24.59                   |
| 5           | 28.11           | 0.00               | 28.11             | 19.98            | 21.84          | 25.78              | 29.48                 | 20.93                 | 24.85                   |
| 6           | 28.36           | 0.00               | 28.36             | 20.24            | 22.10          | 26.04              | 29.75                 | 21.19                 | 25.10                   |
| 7           | 28.63           | 0.00               | 28.63             | 20.50            | 22.37          | 26.29              | 30.00                 | 21.45                 | 25.37                   |
| 8           | 28.88           | 0.00               | 28.88             | 20.76            | 22.62          | 26.56              | 30.26                 | 21.71                 | 25.63                   |
| 9           | 29.14           | 0.00               | 29.14             | 21.01            | 22.88          | 26.81              | 30.51                 | 21.97                 | 25.88                   |
| 10          | 29.40           | 26.90              | 29.40             | 21.28            | 23.13          | 27.07              | 30.78                 | 22.22                 | 26.14                   |
| 11          | 29.66           | 27.15              | 29.66             | 21.54            | 23.40          | 27.33              | 31.04                 | 22.49                 | 26.40                   |
| 12          | 29.92           | 27.41              | 29.92             | 21.79            | 23.66          | 27.59              | 31.29                 | 22.74                 | 26.66                   |
| 13          | 30.18           | 27.68              | 30.18             | 22.05            | 23.91          | 27.85              | 31.55                 | 23.00                 | 26.92                   |
| 14          | 30.43           | 27.93              | 30.43             | 22.31            | 24.17          | 28.11              | 31.82                 | 23.26                 | 27.17                   |
| 15          | 30.70           | 28.19              | 30.70             | 22.57            | 24.44          | 28.36              | 32.07                 | 23.52                 | 27.44                   |
| 16          | 30.96           | 28.44              | 30.96             | 22.83            | 24.69          | 28.63              | 32.33                 | 23.78                 | 27.70                   |
| 17          | 31.21           | 28.71              | 31.21             | 23.08            | 24.95          | 28.88              | 32.58                 | 24.04                 | 27.95                   |
| 18          | 31.47           | 28.97              | 31.47             | 23.35            | 25.20          | 29.14              | 32.85                 | 24.29                 | 28.21                   |
| 19          | 31.73           | 29.22              | 31.73             | 23.61            | 25.47          | 29.40              | 33.11                 | 24.56                 | 28.47                   |
| 20          | 31.99           | 29.48              | 31.99             | 23.86            | 25.73          | 29.66              | 33.36                 | 24.82                 | 28.73                   |
| 21          | 32.25           | 29.75              | 32.25             | 24.12            | 25.98          | 29.92              | 33.62                 | 25.07                 | 28.99                   |
| 22          | 32.50           | 30.00              | 32.50             | 24.38            | 26.24          | 30.18              | 33.89                 | 25.33                 | 29.24                   |
| 23          | 32.77           | 30.26              | 32.77             | 24.64            | 26.51          | 30.43              | 34.14                 | 25.59                 | 29.51                   |
| 24          | 33.03           | 30.51              | 33.03             | 24.90            | 26.76          | 30.70              | 34.40                 | 25.85                 | 29.77                   |
| 25          | 33.28           | 30.78              | 33.28             | 25.15            | 27.02          | 30.96              | 34.66                 | 26.11                 | 30.02                   |
| 26          | 33.54           | 31.04              | 33.54             | 25.42            | 27.28          | 31.21              | 34.92                 | 26.36                 | 30.28                   |
| 27          | 33.80           | 31.29              | 33.80             | 25.68            | 27.54          | 31.47              | 35.18                 | 26.63                 | 30.55                   |
| 28          | 34.06           | 31.55              | 34.06             | 25.93            | 27.80          | 31.73              | 35.43                 | 26.89                 | 30.80                   |
| 29          | 34.32           | 31.82              | 34.32             | 26.19            | 28.05          | 31.99              | 35.69                 | 27.14                 | 31.06                   |
| 30          | 34.57           | 32.07              | 34.57             | 26.46            | 28.31          | 32.25              | 35.96                 | 27.40                 | 31.31                   |

**APPENDIX A  
SCHEDULE B  
2027-2028**

| Step | Para  | Para II | Baker | Cooks<br>I&II | Kitchen<br>Helper | Custodian | Cleaner | Grounds<br>Keeper |
|------|-------|---------|-------|---------------|-------------------|-----------|---------|-------------------|
| 1    | 17.32 | 19.01   | 22.53 | 17.28         | 15.28             | 17.32     | 16.52   | 15.70             |
| 2    | 17.60 | 19.27   | 22.79 | 17.56         | 15.55             | 17.60     | 16.78   | 15.96             |
| 3    | 17.86 | 19.53   | 23.06 | 17.82         | 15.81             | 17.86     | 17.04   | 16.22             |
| 4    | 18.12 | 19.80   | 23.32 | 18.08         | 16.07             | 18.12     | 17.30   | 16.49             |
| 5    | 18.39 | 20.07   | 23.59 | 18.34         | 16.34             | 18.39     | 17.58   | 16.76             |
| 6    | 18.66 | 20.33   | 23.85 | 18.62         | 16.61             | 18.66     | 17.84   | 17.02             |
| 7    | 18.92 | 20.59   | 24.12 | 18.88         | 16.87             | 18.92     | 18.10   | 17.28             |
| 8    | 19.18 | 20.87   | 24.39 | 19.14         | 17.14             | 19.18     | 18.36   | 17.56             |
| 9    | 19.45 | 21.13   | 24.65 | 19.41         | 17.40             | 19.45     | 18.64   | 17.82             |
| 10   | 19.72 | 21.39   | 24.91 | 19.68         | 17.67             | 19.72     | 18.90   | 18.08             |
| 11   | 19.98 | 21.65   | 25.18 | 19.94         | 17.93             | 19.98     | 19.16   | 18.34             |
| 12   | 20.25 | 21.93   | 25.45 | 20.20         | 18.20             | 20.25     | 19.43   | 18.62             |
| 13   | 20.51 | 22.19   | 25.71 | 20.47         | 18.46             | 20.51     | 19.70   | 18.88             |
| 14   | 20.78 | 22.45   | 25.97 | 20.74         | 18.73             | 20.78     | 19.96   | 19.14             |
| 15   | 21.04 | 22.71   | 26.24 | 21.00         | 19.00             | 21.04     | 20.22   | 19.41             |
| 16   | 21.31 | 22.99   | 26.51 | 21.26         | 19.26             | 21.31     | 20.49   | 19.68             |
| 17   | 21.57 | 23.25   | 26.77 | 21.53         | 19.52             | 21.57     | 20.76   | 19.94             |
| 18   | 21.84 | 23.51   | 27.03 | 21.80         | 19.79             | 21.84     | 21.02   | 20.20             |
| 19   | 22.11 | 23.78   | 27.31 | 22.06         | 20.06             | 22.11     | 21.29   | 20.47             |
| 20   | 22.37 | 24.05   | 27.57 | 22.33         | 20.32             | 22.37     | 21.55   | 20.74             |
| 21   | 22.63 | 24.31   | 27.83 | 22.59         | 20.58             | 22.63     | 21.82   | 21.00             |
| 22   | 22.90 | 24.57   | 28.09 | 22.86         | 20.85             | 22.90     | 22.08   | 21.26             |
| 23   | 23.17 | 24.84   | 28.37 | 23.12         | 21.12             | 23.17     | 22.35   | 21.53             |
| 24   | 23.43 | 25.11   | 28.63 | 23.39         | 21.38             | 23.43     | 22.61   | 21.80             |
| 25   | 23.69 | 25.37   | 28.89 | 23.65         | 21.64             | 23.69     | 22.88   | 22.06             |
| 26   | 23.96 | 25.64   | 29.15 | 23.92         | 21.92             | 23.96     | 23.15   | 22.33             |
| 27   | 24.23 | 25.90   | 29.43 | 24.19         | 22.18             | 24.23     | 23.41   | 22.59             |
| 28   | 24.49 | 26.17   | 29.69 | 24.45         | 22.44             | 24.49     | 23.67   | 22.86             |
| 29   | 24.75 | 26.43   | 29.95 | 24.71         | 22.70             | 24.75     | 23.94   | 23.12             |
| 30   | 25.03 | 26.70   | 30.22 | 24.98         | 22.98             | 25.03     | 24.21   | 23.39             |

**2027-2028 Continued**

| <b>Step</b> | <b>Mechanic</b> | <b>Mechanic II</b> | <b>Bus Driver</b> | <b>Secretary</b> | <b>Payroll</b> | <b>Book keeper</b> | <b>Book keeper II</b> | <b>Lead Custodian</b> | <b>Dist. Comp. Tech</b> |
|-------------|-----------------|--------------------|-------------------|------------------|----------------|--------------------|-----------------------|-----------------------|-------------------------|
| 1           | 27.75           | 0.00               | 27.75             | 19.42            | 21.33          | 25.36              | 29.15                 | 20.39                 | 24.41                   |
| 2           | 28.01           | 0.00               | 28.01             | 19.69            | 21.59          | 25.62              | 29.43                 | 20.66                 | 24.67                   |
| 3           | 28.28           | 0.00               | 28.28             | 19.95            | 21.86          | 25.89              | 29.69                 | 20.93                 | 24.94                   |
| 4           | 28.55           | 0.00               | 28.55             | 20.21            | 22.13          | 26.16              | 29.95                 | 21.19                 | 25.20                   |
| 5           | 28.81           | 0.00               | 28.81             | 20.48            | 22.39          | 26.42              | 30.22                 | 21.45                 | 25.47                   |
| 6           | 29.07           | 0.00               | 29.07             | 20.75            | 22.65          | 26.69              | 30.49                 | 21.72                 | 25.73                   |
| 7           | 29.34           | 0.00               | 29.34             | 21.01            | 22.92          | 26.95              | 30.75                 | 21.99                 | 26.00                   |
| 8           | 29.61           | 0.00               | 29.61             | 21.28            | 23.19          | 27.22              | 31.01                 | 22.25                 | 26.27                   |
| 9           | 29.87           | 0.00               | 29.87             | 21.54            | 23.45          | 27.48              | 31.28                 | 22.51                 | 26.53                   |
| 10          | 30.13           | 27.57              | 30.13             | 21.81            | 23.71          | 27.75              | 31.55                 | 22.78                 | 26.79                   |
| 11          | 30.41           | 27.83              | 30.41             | 22.07            | 23.99          | 28.01              | 31.81                 | 23.05                 | 27.06                   |
| 12          | 30.67           | 28.09              | 30.67             | 22.34            | 24.25          | 28.28              | 32.08                 | 23.31                 | 27.33                   |
| 13          | 30.93           | 28.37              | 30.93             | 22.60            | 24.51          | 28.55              | 32.34                 | 23.58                 | 27.59                   |
| 14          | 31.19           | 28.63              | 31.19             | 22.87            | 24.77          | 28.81              | 32.61                 | 23.84                 | 27.85                   |
| 15          | 31.47           | 28.89              | 31.47             | 23.13            | 25.05          | 29.07              | 32.87                 | 24.11                 | 28.13                   |
| 16          | 31.73           | 29.15              | 31.73             | 23.40            | 25.31          | 29.34              | 33.14                 | 24.37                 | 28.39                   |
| 17          | 31.99           | 29.43              | 31.99             | 23.66            | 25.57          | 29.61              | 33.40                 | 24.64                 | 28.65                   |
| 18          | 32.25           | 29.69              | 32.25             | 23.93            | 25.83          | 29.87              | 33.67                 | 24.90                 | 28.91                   |
| 19          | 32.53           | 29.95              | 32.53             | 24.20            | 26.11          | 30.13              | 33.94                 | 25.17                 | 29.19                   |
| 20          | 32.79           | 30.22              | 32.79             | 24.46            | 26.37          | 30.41              | 34.20                 | 25.44                 | 29.45                   |
| 21          | 33.05           | 30.49              | 33.05             | 24.72            | 26.63          | 30.67              | 34.46                 | 25.70                 | 29.71                   |
| 22          | 33.32           | 30.75              | 33.32             | 24.99            | 26.90          | 30.93              | 34.73                 | 25.96                 | 29.97                   |
| 23          | 33.59           | 31.01              | 33.59             | 25.26            | 27.17          | 31.19              | 35.00                 | 26.23                 | 30.25                   |
| 24          | 33.85           | 31.28              | 33.85             | 25.52            | 27.43          | 31.47              | 35.26                 | 26.50                 | 30.51                   |
| 25          | 34.11           | 31.55              | 34.11             | 25.78            | 27.69          | 31.73              | 35.52                 | 26.76                 | 30.77                   |
| 26          | 34.38           | 31.81              | 34.38             | 26.06            | 27.96          | 31.99              | 35.79                 | 27.02                 | 31.04                   |
| 27          | 34.65           | 32.08              | 34.65             | 26.32            | 28.23          | 32.25              | 36.06                 | 27.30                 | 31.31                   |
| 28          | 34.91           | 32.34              | 34.91             | 26.58            | 28.49          | 32.53              | 36.32                 | 27.56                 | 31.57                   |
| 29          | 35.17           | 32.61              | 35.17             | 26.84            | 28.76          | 32.79              | 36.58                 | 27.82                 | 31.83                   |
| 30          | 35.44           | 32.87              | 35.44             | 27.12            | 29.02          | 33.05              | 36.86                 | 28.08                 | 32.10                   |

FOR:

MN School Employees' Association  
Representative

FOR:

Independent School District #118 Exclusive

Marc Ruyak, School Board Chairperson

Linda Knox, School Board Clerk

MSEA Negotiator

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Date

Date \_\_\_\_\_