AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT #726

BECKER, MINNESOTA

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #284

Representing:

Maintenance/Building &
Grounds Food Service
Clerical
Paraprofessionals

Effective July 1, 2025 through June 30, 2027

TABLE OF CONTENTS

ARTICLE I	PURPOSE	1
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	1
ARTICLE III	DEFINITIONS	3
ARTICLE IV	SCHOOL DISTRICT RIGHTS	3
ARTICLE V	EMPLOYEE RIGHTS	4
ARTICLE VI	RATES OF PAY	6
ARTICLE VII	INSURANCE	7
ARTICLE VIII	LEAVES OF ABSENCE	10
ARTICLE IX	HOURS OF SERVICE	17
ARTICLE X	VACATIONS AND HOLIDAYS	19
ARTICLE XI	DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD	21
ARTICLE XII	VACANCIES	22
ARTICLE XIII	SENIORITY AND REDUCTION IN FORCE	22
ARTICLE XIV	MISCELLANEOUS	23
ARTICLE XV	GRIEVANCE PROCEDURE	24
ARTICLE XVI	RETIREMENT AND RESIGNATION	29
ARTICLE XVII	SEVERANCE PAY	30
ARTICLE XVIII	MATCHING ANNUITY PROGRAM	31
ARTICLE XIX	PUBLIC OBLIGATION	32
ARTICLE XX	DURATION	32
APPENDIX A	BASIC SALARY SCHEDULE	34
	Maintenance/Building & Grounds Department	36
	Paraprofessionals Department	38
	Clerical/Administrative Assistant Department	39
	Food Service Department	40
	Health (LPN's) Department	42

ARTICLE I
PURPOSE

Section 1. Parties. This Agreement, entered into between the School Board of Independent School District #726, Becker, Minnesota, hereinafter referred to as the School District, the School Service Employees Local 284 AFL-CIO SEIU, hereinafter referred to as the 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 all non-certified employees of independent School District #726, who are employed for more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per year in the classifications of maintenance/building & grounds, clerical, paraprofessionals, and food service 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 School Service Employees Local #284 as the Exclusive Representative for all non-certified employees of the School District who are employed for more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per year in the classifications of Maintenance/Building & Grounds, Clerical, Paraprofessionals, and Food Service, which as 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 such employees of the School District contained in the appropriate unit as defined in Article III, Section 2. of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment. "Terms and conditions of employment," refers to the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and theSchool District's personnel policies affecting the working conditions of the employees. In the case of employees, the term does not mean educational policies of a school district. The term is subject to the provisions P.E.L.R.A.

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

Section 3. School District. For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative.

Section 4. 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. Management Responsibility. The Exclusive Representative recognizes the right and obligation of the SchoolBoard to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

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. Management Responsibility. The Exclusive Representative recognizes the right and obligation of the SchoolBoard to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations. The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties 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 and 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 Department of Education and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

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

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to View. 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 of 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. Right to Join. Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Payroll Deduction, Authorization, and Remittance. The Exclusive Representative shall be allowed dues check off for its members provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. The School District shall deduct such dues from the last check of the month of each employee beginning in July of each year. Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District shall process deductions in accordance with MN Statute 179A.06, Subd. 6.

Section 4. Employee Information. The District shall provide information for new hires to the Union as required under MN Stat. 179A.07, Subd. 8.

Section 5. Union Orientation. The District shall allow a Union designated representative to meet in person with newly hired employees as required by MN Stat. 179A.07, Subd. 9.

Section 6. Union Access. The District shall allow the Union to communicate with bargaining unit members using their employer-issued email addresses and to meet with bargaining unit members in District facilities to the extent required under MN Stat. 179A.07, Subd. 9.

ARTICLE VI
RATES OF PAY

Section 1. Step Advancement. The wages and salaries reflected in Appendix A, attached hereto, shall be a part of theAgreement. During the duration of the Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement, and each employee shall be compensated according to their current rate until a successor Agreement is entered into.

Section 1. Step Advancement. The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement. During the duration of the Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement, and each employee shall be compensated according to their current rate until a successor Agreement is entered into.

Section 2. Placement on the Salary Schedule. The school district shall, at their discretion, have the right to place new hires on a step commensurate with their similar work experience up to and including step 5, as determined by the superintendent. If the superintendent determines a need to place a new hire on step 6, or higher, that shall be determined jointly by the superintendent and the Local #284 steward. The stewards shall be notified of all new hires.

Subd. 1. License Required Positions: An employee who is hired in a position that requires a license (Health Department LPN or Lead Custodian), and holds the appropriate license at the time of hire, shall be placed on Step 3 of Appendix A. Similar work experience, as determined by the Superintendent, shall be in addition to this placement.

Section 3. Step Placement on Promotion or Hired in Another Department. An employee hired to a higher pay classification within a department shall make a lateral move to the same step in the higher pay classification. An employee hired to a position in another department shall make a lateral move to the same step in the department hired into. The District is not required to interview internal applicants for open positions that are outside of their current department.

Section 4. Substitute Pay. An employee substituting in a vacant position or for an absent employee in a higher pay classification within a department shall make a lateral move to the same step in that higher pay classification and paid at that rate after (5) days of substitute service retroactive to the first day of substitute service while substituting in that position.

ARTICLE VII
INSURANCE

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

Section 2. Eligibility. Each employee who qualifies for and is enrolled in the School District's group health and hospitalization plan, dental, LTD, Life, and other potential benefits, and who is regularly scheduled to be employed by the School District a minimum of thirty (30) hours or more per week shall receive the full School District contribution amounts defined in this agreement.

Employees who work less than thirty (30) hours per week, but a minimum of twenty (20) hours per week, shall receive a prorated contribution amount towards dental and life insurance based on a forty (40) hour week, except in Section 3, where the Health and Hospitalization eligibility and contribution amount is defined, and Section 5 where LTD is 100% covered by the District.

Section 3. Health and Hospitalization Insurance. From July 1, 2025 through June 30, 2027, the District shall contribute the following monthly insurance amounts, per plans listed below.

	20-25 hrs/week	25.25-29.75 hrs/week	30-40 hrs/week
Plan 1: $15 Copay			
Single	$499	$604	$805
Family	$1,085	$1,312	$1,750
Plan 2: $20 Copay			
Single	$499	$604	$805
Family	$1,085	$1,312	1,750
Plan 3: HSA Plan ($1,650/$3,300 Deductible)			
Single	$499	$604	$805
Family	$1,085	$1,312	$1,750
Plan 4: HSA Plan ($4,000/$8,000 Deductible)			
Single	$499	$604	$805
Family	$1,085	$1,312	$1,750

Subd. 1. If an employee of this bargaining unit selects a plan that meets Internal Revenue Service requirements to be used in conjunction with a Health Savings Account (HSA), the School District will contribute the remaining contribution amount, if any, into a Health Savings (HSA) in the employee's name on a monthly basis, not to exceed the IRS limit. The employee may choose to contribute to their HSA account through payroll deduction up to the applicable IRS limits.

Subd. 2. Retiree Participation in Health and Hospitalization Plans: Employees who retire from the District, shall be entitled to participate in the School District health and hospitalization plans, as required under MN Statute 471.61. The School district shall allow continued insurance options for those who retire in accordance with all state and federal laws. Cost of the premiums shall be borne by the retired employee, unless the employee qualifies under Article VII, Section 3, Subd. 3. Once an employee is eligible for Medicare and/or reaches age sixty- five (65) he/she is no longer eligible for District insurance contributions.

Subd. 3. Retiree Eligibility for Health and Hospitalization District Contribution: Employees shall be eligible to remain in the existing group health and hospitalization insurance program and shall remain eligible for the School District contribution amount toward single coverage, at the time of retirement, as defined

in Article VII, Section 3, of the Agreement between the School District and the Exclusive Representative, if either of the following (a) or (b) criteria are met:

(a) They have reached the rule of 90 (as defined by the sum of their total years of service added to their age) and have completed eighteen (18) years of continuous service with the School District under this bargaining unit.

OR

(b) Employees must have completed eighteen (18) years of continuous service with the school district under this bargaining unit and be at least sixty-two (62) years of age.

For employees eligible under (a) and (b) mentioned above, the Health and Hospitalization District contribution amount at the time of retirement, will be paid until the employee reaches sixty-five (65) or until they become eligible for Medicare or until the employee returns to full time employment that has a health plan.

Subd. 4. Copay Plan Selection: Employees hired after July 1, 2024, shall not be eligible to enroll in the District's $15 and/or $20 Copay Plan(s).

Section 4. Dental Insurance. The School District shall contribute one hundred percent (100%) of a single coverage premium and eighty percent (80%) of a dependent coverage premium for the period of this agreement.

Section 5. Income Protection. The School District shall provide income protection insurance for each eligible employee. The District shall pay 100% of the cost.

Section 6. Term Life Insurance. The School District shall pay the full cost of the premium for term life insurance for each school service employee employed by the School District who qualifies for and is enrolled in the School District's term life insurance plan. Such plan will be in the amount of fifty thousand dollars ($50,000) coverage per school service employee.

Section 7. Claims Against the School District. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. 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, except as provided in this Article.

Subd. 1. Summer Insurance Contributions for less than 12-Month Employees: Employees working less than twelve (12) months shall receive the monthly District contribution to insurance coverage during June, July, August, and September, and have their portion of the premiums for these months deducted proportionately throughout the October through May pay periods.

Section 9. Benefit Deductions. Employees who are not able to cover their portion of insurance deductions via payroll must provide the School District with a check for the amount owed within 30 days of notification from the payroll office.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. Allocation: All full-time employees shall be credited with twelve (12) days of sick leave at the beginning of each school year. All part-time employees working nine (9) months shall be credited with eight (8) days at the beginning of each school year. All part-time employees working ten (10) months shall be credited with nine (9) days at the beginning of each school year. In the event that an employee terminates employment with the School District having used more than the allowed amount of sick leave, the district shall deduct for any difference between the actual paid sick leave and the allowed amount.

Subd. 2. Carry Over: An employee may carry over up to one hundred and fifty (150) days of such leave from one year to the next.

Subd. 3. Usage: Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to employee's illness and/or disability which prevented his/her attendance and performance of duties on that day or days, or any other uses allowed under Minnesota Statute 181.9447.

Subd. 4. Care of Relative: An employee may use his/her accrued sick leave for absences due to an illness of or injury to the employee's spouse, adult child, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent for reasonable period of time as the employee's attendance may be necessary, on the same term upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This leave is limited to one hundred sixty (160)

hours in any 12-month period. This leave is concurrent, rather than in addition to sick leave an employee may use under Subd. 1. of this Section. In addition, the school district shall include any additional relatives named in Minnesota Statute 181.9447.

Subd. 5. Medical Certificates: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised. The School District shall pay the cost for the office call to obtain the medical certificate.

Subd. 6. Deduction: Approved sick leave shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Approval: Employees shall submit a request for sick leave as soon as the need is known. Approval determination shall be made by the head supervisor upon receiving the request.

Section 2. Personal Leave.

Subd. 1. Eligibility: A school service employee that is eligible for vacation shall be granted two (2) personal leave days per year. One (1) sick leave day will be deducted for each personal leave day used.A school service employee that is not eligible for vacation shall be granted two (2) personal leave days per year. These days shall not be deducted from sick leave. Personal leave may accumulate to five (5) days.

Beginning July 1, 2026, 12-month employees will no longer be eligible for personal leave. All personal leave must be used by June 30, 2026, or it shall be forfeited.

Subd. 2. Part-Time Employees: A part-time employee may earn personal leave on a prorated basis.

Subd. 3. Requests: A request for personal leave is to be made to the head supervisor at least three (3) days in advance, except in emergencies when an oral request through the head supervisor will be considered.

Subd. 4. Usage: Leave may be used in half or full day increments. However, if a substitute for the employee is not needed, as determined by the employee's

supervisor, personal leave of less than one half day may be taken. However, the minimum personal leave that can be taken is one hour. Personal days may be used on consecutive days.

Subd. 5. Employee Limitation: No more than one employee in each department, but no more than two (2) employees of a building's school service employees may be on personal leave at the same time. However, the employee's supervisor may approve more than two (2) employees off at the same time when a substitute employee is available, or no substitute employee is needed, as determined by the employee's supervisor.

Subd. 6. Usage Limitations: Personal leave shall not be allowed on a workday immediately prior to or after Thanksgiving, Christmas Eve Day, Christmas Day, Easter, or the first or last day of school, parent conference, workshops, or in-service days, unless granted by the Superintendent.

Subd. 7. Order of Approvals: If more than the allocated number of school service employees apply for any given day; the leave shall be granted in the order that the requests are received.

Subd. 8. Approval Notices: Employees shall be notified of approval or denial within ten (10) working days of their request for personal leave time off. Employees submitting requests for leaves one (1) month or more in advance, shall email their immediate supervisor of their request.

Subd. 9. Sick Leave Exchange: If requested by the employee, any employee with over sixty (60) days of sick leave on the last contract day of the previous school year shall be granted additional personal leave during the following school year provided their sick leave total does not fall below sixty (60) days.These additional days will be calculated at a 3:1 ratio to be deducted from sick leave. A maximum of two (2) additional days may be realized through this process. Through the use of this benefit the total accumulation of personal leave may be increased to seven (7) days.

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. The employee's salary shall be reduced by an amount equal to the insurance payments, and only the fraction of the days not covered by insurance will be deducted from the employee's accrued sick leave. The employee shall provide the HR Director with a copy of all payments received by Worker's Compensation within ten (10) days of receipt, to verify payroll and paid leave adjustments.

Section 4. Emergency Leave.

Subd. 1. Definition: Employees may be granted an emergency leave at the discretion of the School District. Emergency leave refers to approved absence from work because of serious personal or family illness or family emergency.

Subd. 2. Deduction: Emergency leave shall be deducted from sick leave days.

Subd. 3. Request for Leave: Requests for emergency leave must be made in writing to the Superintendent at least three days in advance, whenever possible, except in the event of emergencies. The request shall state the reason for the proposed leave. The School District reserves the right to refuse to grant such leave if, under the circumstances involved, such leave should not be granted. All leaves must have written approval, but at no time shall more than three percent of the employees be granted emergency leave.

Section 5. Child Care Leave.

Subd. 1. Eligibility: A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. Request for Leave: An employee making an application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3. Application of Sick Leave: If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant employee will also provide, at the time of the leave application, a statement from the employee's physician indicating the expected date of delivery.

Subd. 4. Dates 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 break or quarter break, end of grading period, end of the school year, or the like. The availability of a substitute employee may also be considered by the School District in the granting of a child care leave or the duration thereof.

Subd. 5. District Rights: 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:

(a) Grant any leave more than twelve (12) months in duration.

(b) Permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 6. Return from Child Care Leave: An employee returning from child care leave shall be re-employed in a like or similar position for which he or she is qualified.

Subd. 7. Failure to Return: Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 8. Probation Period: The parties agree that the applicable periods of probation for employees as set forth in Minnesota statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period. An employee who returns from child care leave within the provisions of this section shall retain all previous seniority credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional seniority credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9. Group Insurance Participation: An employee on child care 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 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.

Subd. 10. Pay and Benefits: Leave under this section shall be without pay or fringe benefits, unless the employee qualifies under Article VIII, Section 5, Subd. 3. Employees may access district health insurance contributions for up to 12 weeks if they are on a medically qualifying event per FMLA.

Section 6. Jury Duty. 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 exclusive of mileage reimbursement.

Section 7. Eligibility. Leave benefits provided in this Article are designed for all employees as defined in Article IX, prorated to a 40-hour week.

Section 8. Bereavement. In the event of the death of a member of the employee's immediate family of the employee, which shall include the spouse, registered domestic partner, children, parent(s), brother(s), sister(s), grandparent(s), grandchildren(s), mother(s)-in-law, father(s)-in-law, brother(s)-in-law, sister(s)- in-law, daughter(s)-in-law, son(s)-in-law, aunt(s), uncle(s), niece(s), and nephew(s), leave with pay of up to three (3) days, per occurrence, will be granted by the Superintendent. Out of these paid days, one (1) day shall not be deducted from the employee's sick leave, while the remaining two (2) days shall be deducted from the employee's sick leave. Additional days may be granted at the discretion of the Superintendent. The number of additional days granted as leave shall be deducted from the employee's sick leave.

Section 9. Extended Unpaid Leave. An employee may apply for an extended unpaid leave beyond the leaves provided in this article, not to exceed a maximum total of two (2) years. Employees shall not accrue benefits or step advancement on the salary schedule but may remain on insurance at their own expense.

Section 10. Limited Unpaid Leave

Subd. 1. Eligibility: All employees who have completed their probationary period and are not eligible for vacation shall be granted three (3) days of unpaid leave per year. Employees with five (5) or more years of service shall be granted an additional two (2) days of unpaid leave, for a total of five (5) days of unpaid leave per year.

Subd. 2. Requests: A request for unpaid leave shall be made to the head supervisor at least four (4) weeks in advance, except in cases of emergency. Approvals will be made on a first come first serve basis, based on district needs. Paid leave must be used or scheduled prior to using limited unpaid leave, except in extenuating circumstances.

Subd. 3. Usage: Limited unpaid leave may be used in emergency situations in which the employee is unable to provide advance notice of the absence.

Subd. 4. Accumulation: Unpaid leave shall not be carried over from year to year.

ARTICLE IX
HOURS OF SERVICE

Section 1. Basic Work Week. A basic work week shall consist of forty (40) hours, exclusive of lunch, for full-time employees. All work over forty (40) hours shall be paid at the overtime rate of time and one-half. Overtime must be approved by the administration in advance. With the prior permission of the Superintendent or her/his designee and at the request of an employee, time and one-half (1-1/2) comp time may be granted in lieu of overtime pay. Time and one-half (1-1/2) comp time is not applicable to facility rental work and other time that is not paid directly by the School District. Comp time must be used within thirty (30) days from which it was earned. All comp time must be utilized within thirty (30) days of being earned or will be paid out at the end of the thirty (30) days.

Section 2. Basic Work Year. A basic work year shall consist of twelve (12) months' employment.

Section 3. 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.

Section 4. Shifts and Starting Time. All employees will be assigned starting time and shifts as determined by the School District. Specific to Community Education events and excluding an employee absence within the maintenance department, an employee shall be given a five (5) day notice.

> Subd. 1. Custodial Department: Employees working second shift shall be able to work the normal day shift hours on any non-student contact day, if they choose. Should an event be scheduled in a building and no second shift employee(s) have voluntarily stayed on second shift, and/or more than one (1) employee is needed for an event, second shift employees in that building will be called back based on the least senior non-probationary employee. Those normally assigned 2nd shift shall remain on the 2ndshift pay schedule all year regardless of moving to day shift on non- student contact days.

Section 5. Lunch Period/Rest Breaks. Employees working six (6) hours or more per day, shall be provided a duty-free lunch period of at least thirty (30) minutes. In the Custodial Department, when an employee is working alone in the building during an event, the employee shall take a paid 30-minute lunch period and note it on their timecard. In addition, all employees shall receive a fifteen (15) minute paid rest break if working four (4) or more hours up to eight (8) hours. Employees working eight (8) hours per day shall receive two (2) paid fifteen (15) minute rest breaks.

Section 6. School Closing.

Subd. 1. Full Day Closures. In the event that school is closed for the full day for any reason; all employees scheduled to work that day will be paid for all hours scheduled, for the first occurrence each school year. On the second day school is closed (inclusive of e-learning) employees shall either be given a work assignment or have the ability to complete professional development, provided by the District, and be paid for their normal work assignment for that day. After the first occurrence, if school is closed for any reason (inclusive of e-learning) and the employee is not required to work, the employees will be afforded the opportunity to make up the time, as determined by the district, or use any accrued paid leave. If make up days are scheduled, employees will not be paid for the first make up day. In cases where school is late starting, or has an early dismissal and the employees are not required to perform services the employees will be afforded the opportunity to make up the time, as determined by the district.

Subd. 2. Early Out & Late Starts. In the event of early outs, late starts, or any other calendar changes, and the day is counted as an instructional day, all employees shall be kept whole in terms of wages and benefits. Employees may be allowed to work from home, as determined by the District.

Subd. 3. Additional Work. Employees under this agreement that are scheduled to work in Camp Opportunity on the first school closure day shall be paid their regular pay under this agreement and shall also be paid for the hours worked in Camp Opportunity.

Section 7. Building Overtime/Building & Grounds. For the purposes of overtime, the most senior person by building shall be offered the overtime first, except in an emergency. Should no employee in the building want to work the overtime, overtime shall be offered on a districtwide voluntary overtime list, in rotation, starting with the most senior employee (the next overtime opportunity shall start with the second most senior and so on). Should no employee sign up for the overtime, mandatory overtime shall be assigned in reverse seniority order. Employees that are trained districtwide, and want to work overtime, shall sign up upon ratification and each July 1 thereafter. New hire employees are able to be added to the overtime list after completion of probation. In the event of an emergency, the School District has the right to assign the person who can perform the duty in the most expeditious manner and such assignment is not subject to the grievance process.

Section 8. Annual Training: Employees shall be provided paid training as required by state statute. If the employee requires additional training, a written request may be made for up to four (4) additional hours. All requests shall be made to the HR Department.

ARTICLE X
VACATIONS AND HOLIDAYS

Section 1. Eligibility. This article shall apply only to employees who are regularly employed as defined in Article IX.

Section 2. Earned Vacation. Full-time employees under these provisions shall accrue vacation as follows:

Beginning Years in the District	2025-2026 Vacation Days	2026-2027 Vacation Days
0-5	10	12
6-15	15	17
16+	20	22

Employees shall be eligible to use vacation time after they have successfully completed their probationary period. On the 21st year of employment, one day of vacation shall be added and an additional day each year up to and including the 25th year of employment will be added for a total of five (5) weeks of vacation thereafter.

Section 3. Application.

Subd. 1. Accrual, Carryover, Usage, Retiree Payout. Vacation shall be awarded at the beginning of each month as earned. An employee hired July 1, 2018 and after, shall be eligible to carryover up to fifteen (15) vacation days from one year to the next. Employees hired prior to July 1, 2018 shall be able to carry over all earned vacation until July 1, 2026, at which time these employees will not be allowed to carryover more than fifteen (15) days of vacation. If the employee resigns before completing their first full year of service, he/she shall not be entitled to any vacation pay, and he/she shall have the salary paid for any vacation days taken deducted from his/her final check. An employee who has completed at least one year of service shall be entitled to receive the prorated pay for unused vacation time provided such employee provided the School District with at least two (2) weeks' advance written notice of his/her resignation time. Upon retirement, any unused vacation time shall be paid out to the employee. This means an employee hired July 1, 2018 and after, shall be paid out a maximum of the current year's earned vacation and up to fifteen (15) carryover days. Employees hired prior to July 1, 2018, vacation payout is unlimited until July 1, 2026, at which time the employee's vacation payout is a maximum of the employee's current year vacation accrual and up to fifteen (15) carryover days. In the event of the death of

an employee, unused vacation time shall be paid to the beneficiaries of the employee.

Subd. 2. Scheduling. The scheduling of all vacation time shall be determined by the School District.

Section 7. Paid Holidays. Full-time employees shall be granted the following paid holidays:

Independence Day,
Labor Day,
Thanksgiving Day,
Friday Following Thanksgiving Day,
Christmas Eve Day,
Christmas Day,
New Year's Day,
Floater (to be used on a non-student contact day),
Good Friday,
Memorial Day,
Juneteenth

*Any hours worked on Easter Sunday will be paid at the rate of double time (2 times rate of pay). This will apply to holidays falling within the period of employment.

Less than 12-month employees shall be granted the following paid holidays:

Labor Day,
Thanksgiving Day,
Christmas Day,
New Year's Day,
Good Friday,
Memorial Day

Subd. 1. Weekends. Holidays that fall on weekends will be observed on a day established by the School District.

Subd. 2. School in Session. The School District reserves the right, if school is in session, to cancel any of the holidays and establish another holiday in lieu thereof. Any legal holiday or holiday that falls within an employee's vacation period shall not be counted as a vacation day.

Subd. 3. 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 any paid leave or on vacation under these provisions. "Workday" means, the employee must be on pay status for their full normal workday.

ARTICLE XI
DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period. Under the provisions of this Agreement, an employee shall serve a probationary period of six (6) months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. The probationary period may be extended for three (3) months with mutual consent of both parties. However, a probationary employee shall have the right to bring a grievance on any other provision of the Agreement alleged to have been violated.

Section 2. Probationary Period; Change of Classification or Position. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification or position. Performing the same job in a different building does not constitute a change in position. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification or position is unsatisfactory, the School District shall have the right to reassign the employee to his or her former classification or position.

Section 3. Completion of Probationary Period. An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Removal of Discipline. An oral or written discipline shall be removed, at the employee's request, from an employee's file at any time twenty-four (24) calendar months or after if there is no additional discipline applied to said employee during this time.

ARTICLE XII
VACANCIES

Section 1. Vacancies. New positions or vacancies of more than thirty (30) days duration will be posted for a period of five (5) working days. The senior most qualified applicant within the department will be assigned thereto within ten (10) days after the completion of the application/interview process unless the senior most qualified applicant has received a notice of discipline in their current or previously held district position within the previous six (6) months of work time or three (3) disciplinary actions in the last two (2) years. Applicants for posted positions must submit their bid to the proper office. Duplicate copies of all bids will be delivered to the steward of the unit by the District at the close of the posting.

The Clerical/Administrative Assistant Department positions are exempt from this article. Once the vacancy is posted, an interview committee shall be formed to interview candidates for said vacancy. Said committee shall include, but not be limited to, the union steward of the exclusive representative and one clerical member selected by the bargaining unit. The interview committee will make a recommendation to the building principal and/or assistant building principal or supervisor who shall make the final hiring decision recommendation to the board of education.

ARTICLE XIII

SENIORITY AND REDUCTION IN FORCE

Section 1. Seniority Date. Employees shall acquire seniority upon completion of the probationary period, as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service. A leave of absence shall not constitute a break in continuous service. If more than one (1) employee commences work on the same date, seniority ranking for such employees shall be determined by the length of previous substitute service in the School District.

Section 2. Seniority List. An updated employee seniority list shall be provided annually by the School District. A separate seniority list shall be established for each department. Employees in the Maintenance/Buildings and Grounds Department, Food Service Department, Health Department and Clerical/Administrative Assistant Department shall maintain their individual seniority date in the classification in their department. All employees in the Paraprofessional Department Classifications shall maintain their individual seniority date on the Paraprofessional Seniority List. In addition, employees in the Media Assistant Paraprofessional and Technology Paraprofessional shall also have seniority in their individual classification seniority list. The lists shall be available to all unit employees on a District shared electronic format. The seniority list shall be provided no later than January 1 of each year. Should reductions in positions occur the Seniority Lists shall be updated prior to any reductions.

Section 3. Reduction in Force. In the event of a reduction in force the layoffs would start with the least senior in the lowest classification. 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, seniority order, for a period of twelve (12) months after the date of layoff. Employees on layoff pursuant to this section shall have the right to vacancies after applicants as described in Section 1 of Article XII.

In the event that seniority ends in a tie, the District shall include all subbing hours in the District under the classification being reduced. If a tie remains, the District shall draw a name from a hat to determine final seniority.

ARTICLE XIV

MISCELLANEOUS

Section 1. Time Off Provision. The School District must afford reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative and must, upon written request, provide for leaves of absence to elected or appointed officials of the Exclusive Representative. This time off may be without pay.

Section 2. Physical Examinations. Physicals, x-rays, or mantoux tests as required will be given at the expense of the School District for any amount not covered by the district's health insurance plan and the district shall have the right to approve the health care provider used for such exams.

Section 3. Paraprofessional Certification. Paraprofessionals (excluding lunchroom and playground paraprofessionals) shall have met the "highly qualified" criteria set forth in the No Child Left Behind by achieving one of the following five options:

Option 1: AA, AS, AAS or higher degree

Or

Option 2: Two years of study (60 semester hours) at an institution of higher education

Or

Option 3: A passing score on a state assessment (ParaPro or ParaEducator test)

Or

Option 4: District validated portfolio demonstrating the nine core competencies

Or

Option 5: A state approved local assessment

ARTICLE XV

GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretations.

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

Subd. 2. Working Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

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

Subd. 4. Filing. 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.

Section 4. Time Limitation and Waiver. Grievances 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 occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustments of Grievance. The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of 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 fifteen

(15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (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 within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the 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.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of the intention 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 reverse or modify such decision.

Section 7. Denial of a Grievance. Failure by the School Board or its representatives to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

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

Subd. 1. Arbitration Request. A request to submit a grievance to arbitration must 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 III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement is reached, either party may request a list of arbitrators pursuant to the P.E.L.R.A. from which the parties will strike until one arbitrator is selected, providing such a

request is made within twenty (20) days after the request for arbitration. The request shall ask the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator from the list obtained pursuant to the P.E.L.R.A. within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of a Grievance. 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 School Board, the submission of the grievance which shall include the following:

1. The issued involved,
2. statement of the facts,
3. position of the grievant,
4. the written documents relating to Section 5, Article XV of the grievance procedure.
    a. The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 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 denovo.

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. 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 by the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 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 of the hearing shall be made 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 both parties, and

any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 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 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 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 Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

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

ARTICLE XVI

RETIREMENT AND RESIGNATION

Section 1. Notice/Resignation. Two (2) weeks' written notice shall be required of an employee if he/she wishes to resign in good standing.

Section 2. Notice/Laid Off. Two (2) weeks' written notice shall be given to an employee if he/she is to be laid off.

ARTICLE XVII

SEVERANCE PAY

Section 1. Eligibility. All employees hired before September 2, 1996 and who have completed at least fifteen (15) years of continuous service with the School District shall be eligible for severance pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board.

Section 2. Full-Time. This article shall apply only to employees whose service has been full-time (30 or more hours per week and nine months or more per year).

Section 3. Amount. An employee shall be eligible to receive as severance pay upon retirement the amount obtained by multiplying forty percent (40%) of unused sick leave days, but in any event not to exceed fifty-five (55) days, times the individual daily rate of pay. Eligible employees shall also receive as severance pay an amount representing three (3) days of pay for each year of service, but not to exceed a total of fifty (50) days pay. Any School District 403(b) contributions shall be subtracted from the employee's severance total at the time of severance payment. The sum of the School District total 403(b) matching annuity and the employee's severance pay shall not exceed forty thousand dollars ($40,000).

Section 4. Rate of Pay. In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of resignation, as provided in the basic salary schedule for the basic school year.

Section 5. Payment. Severance pay shall be paid by the School District in the fiscal year following the effective date of the resignation and shall not be granted to any employee who is discharged by the School District.

Section 6. No Retroactivity. This article shall apply only to employees who resign during the term of this Agreement and shall not be retroactive to employees who retired during the terms of previous Agreements.

ARTICLE XVIII

MATCHING ANNUITY PROGRAM

Section 1. Schedules. Effective October 1, 2001, the matching program annuity is available to all full-time (thirty (30) or more hours per week and nine (9) months or more per year) employees covered under this Agreement according to the schedule below. Employees may elect to enroll in the full-match or the half-match schedule during the election period defined in Section 2. To be awarded a year of service, an employee must be hired prior to October 1st of the school year.

Beginning Years in the District	School District Annual Contribution (Full Match)	School District Annual Contribution (Half Match)
5-9	$750	$375
10-14	$1,500	$750
15-19	$2,250	$1,125
20+	$3,000	$1,500

Section 2. Use of Program. Eligible employees must enroll in this program during the election period or lose it for that year. Election of the carrier and amount of matched annuity must be made by September 15th. The employee must complete a salary reduction authorization prior to any contribution being made. Once an employee has elected to participate in the Matching Annuity Program, their participation shall continue until the employee notifies the SchoolDistrict of any changes. The salary reduction authorization must also be completed whenever necessary to assure a dollar-for-dollar match as the match amount increases due to meeting years of service requirements.

Section 3. School District Contributions. The sum of School District total 403(b) matching annuity and the employee's severance pay shall not exceed forty thousand dollars ($40,000).

ARTICLE XIX

PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

ARTICLE XX

DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2025 through June 30, 2027, 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 no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees. 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. 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 or terms 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 negotiations during the term of the Agreement except by mutual consent.

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

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

FOR SCHOOL SERVICE EMPLOYEES
Local No. 284 A.F.L. – C.I.O. SEIU
450 Southview Blvd.

Steward

SEIU Representative

2/10/26
Date

FOR INDEPENDENT SCHOOL
DISTRICT #726
Becker, MN 55308

School Board Chair

Clerk/School Board

Feb 2, 2026
Date

APPENDIX A

BASIC SALARY SCHEDULE

All employees shall advance one (1) step on the salary schedule on July 1 of each year, if the employee was employed prior to January 1st. In the event a successor agreement is not entered into prior to July 1, 2027, an employee shall remain at the same step as compensated during the 2026-2027 contract year until a successor agreement is reached.

Employees shall be paid wages according to the following schedules, for work in the departments and within classifications listed.

Longevity Pay

In addition to the wage rates shown Appendix A, employees with the following amounts of completed years of service will receive the corresponding amount of longevity pay non-aggregated:

2025-2026			
Completed Service Years	Maintenance/Grounds Dept, Paraprofessionals, Admin. Assts., Lead Cook/Lead Ala Carte, Health (LPN's)	Asst. Cook / Asst. Ala Carte / Cashier	Food Service Asst.
9	$0.00	$0.00	$0.80
10	$0.20	$0.95	$0.95
11	$0.20	$0.95	$1.70
12	$0.20	$1.70	$1.70
13	$0.20	$1.70	$2.45
14	$0.20	$2.45	$2.45
15	$0.25	$2.50	$2.50
16	$1.17	$2.50	$2.50
17	$1.92	$2.50	$2.50
18	$1.92	$2.50	$2.50
19	$2.67	$2.50	$2.50
20	$2.72	$2.55	$2.55
21+	$3.47	$2.55	$2.55

2026-2027			
Completed Service Years	Maintenance/Grounds Dept, Paraprofessionals, Admin. Assts., Lead Cook/Lead Ala Carte, Health (LPN's)	Asst. Cook / Asst. Ala Carte / Cashier	Food Service Asst.
9	$0.00	$0.00	$0.85
10	$0.25	$1.00	$1.00
11	$0.25	$1.00	$1.75
12	$0.25	$1.75	$1.75
13	$0.25	$1.75	$2.50
14	$0.25	$2.50	$2.50
15	$0.30	$2.55	$2.55
16	$1.22	$2.55	$2.55
17	$1.97	$2.55	$2.55
18	$1.97	$2.55	$2.55
19	$2.72	$2.55	$2.55
20	$2.77	$2.60	$2.60
21-29	$3.52	$2.60	$2.60
30+	$3.72	$2.80	$2.80

Uniform Reimbursement:

The School District shall furnish the Maintenance / Buildings & Grounds Department three (3) sets of uniforms per year, inclusive of shirts and pants. The School District shall furnish the Food Service Department three (3) sets of shirts per year. For all other necessary apparel, the School District shall reimburse employees up to three hundred dollars ($300) per year. Employees retiring, or in their probationary period, are not eligible for new uniforms and/or shoe reimbursement.

MAINTENANCE/BUILDING & GROUNDS DEPARTMENT

2025-2026 SCHOOL YEAR				
	CLASSIFICATIONS			
STEP	DAY LEAD	NIGHT LEAD/ GROUNDS	1st SHIFT / DELIVERY CUSTODIAN	2ND SHIFT CUSTODIAN
1	$20.27	$20.14	$19.44	$19.61
2	$21.05	$20.92	$20.23	$20.39
3	$21.83	$21.71	$21.01	$21.18
4	$22.62	$22.49	$21.79	$21.96
5	$23.40	$23.27	$22.58	$22.74
6	$24.18	$24.06	$23.36	$23.53
7	$24.97	$24.84	$24.14	$24.31
8	$25.75	$25.62	$24.93	$25.10
9	$26.54	$26.41	$25.71	$25.88
10	$27.32	$27.19	$26.49	$26.66

2026-2027 SCHOOL YEAR				
	CLASSIFICATIONS			
STEP	DAY LEAD	NIGHT LEAD/ GROUNDS	1st SHIFT / DELIVERY CUSTODIAN	2ND SHIFT CUSTODIAN
1	$20.57	$20.44	$19.74	$19.91
2	$21.35	$21.22	$20.53	$20.69
3	$22.13	$22.01	$21.31	$21.48
4	$22.92	$22.79	$22.09	$22.26
5	$23.70	$23.57	$22.88	$23.04
6	$24.48	$24.36	$23.66	$23.83
7	$25.27	$25.15	$24.44	$24.61
8	$26.05	$25.92	$25.23	$25.40
9	$26.84	$26.71	$26.01	$26.18
10	$27.62	$27.49	$26.79	$26.96

Boiler Pay and Pool Certifications:

Boiler and pool certifications shall be added to the base wage for the purposes of calculating overtime pay. Custodians holding lead positions shall maintain the necessary boiler certifications needed to operate the boilers in their buildings in accordance with MN Statutes. Custodians holding lead position as of July 1, 2016 shall make continued progress toward obtaining the proper licensure.

Employees holding a licensure higher than required for their position shall continue to be compensated for the licensure they hold.

License

Special	$0.30 per hour add'l.
2nd Class	$0.20 per hour add'l.
1st Class	$0.25 per hour add'l.
Chief	$0.35 per hour add'l.
Certified Pool Operators	$0.30 per hour add'l.

*Employees on day or night shift and assigned Pool duties by the Director of Building and Grounds shall receive the additional pay.

Weekend and Holiday Building Checks – 2-hour minimum overtime Emergency Callback – 2-hour minimum overtime.

Class B License Stipend:

Employees whose positions require a valid Class B Commercial Driver's License (CDL) shall be eligible for a one-time stipend of one hundred dollars ($100.00) upon initial receipt of the license. The stipend shall be paid following verification of licensure and submission of a copy of the license to the Human Resources Department. This stipend applies only to the initial issuance of the license and shall not be provided for renewal or reinstatement of a previously held license.

Event Pay: An employee who works an event outside her/his normally scheduled hours of work shall be guaranteed a minimum of two (2) hours pay at overtime. The Employer may require the employee to be present and on duty for a minimum of two (2) hours to receive such pay.

PARAPROFESSIONAL DEPARTMENT

2025-2026 SCHOOL YEAR			
	CLASSIFICATIONS		
STEP	PARAPROFESSIONALS	MEDIA ASSISTANTS	TECHNOLOGY
1	$19.44	$19.44	$19.44
2	$20.23	$20.23	$20.23
3	$21.01	$21.01	$21.01
4	$21.79	$21.79	$21.79
5	$22.58	$22.58	$22.58
6	$23.36	$23.36	$23.36
7	$24.14	$24.14	$24.14
8	$24.93	$24.93	$24.93
9	$25.71	$25.71	$25.71
10	$26.49	$26.49	$26.49

2026-2027 SCHOOL YEAR			
	CLASSIFICATIONS		
STEP	PARAPROFESSIONALS	MEDIA ASSISTANTS	TECHNOLOGY
1	$19.74	$19.74	$19.74
2	$20.53	$20.53	$20.53
3	$21.31	$21.31	$21.31
4	$22.09	$22.09	$22.09
5	$22.88	$22.88	$22.88
6	$23.66	$23.66	$23.66
7	$24.44	$24.44	$24.44
8	$25.23	$25.23	$25.23
9	$26.01	$26.01	$26.01
10	$26.79	$26.79	$26.79

CLERICAL/ADMINISTRATIVE ASSISTANT DEPARTMENT

STEP	2025-2026
1	$20.27
2	$21.05
3	$21.83
4	$22.62
5	$23.40
6	$24.18
7	$24.97
8	$25.75
9	$26.54
10	$27.32

STEP	2026-2027
1	$20.57
2	$21.35
3	$22.13
4	$22.92
5	$23.70
6	$24.48
7	$25.27
8	$26.05
9	$26.84
10	$27.62

FOOD SERVICE DEPARTMENT

2025–2026 SCHOOL YEAR			
	CLASSIFICATIONS		
STEP	LEAD COOK / LEAD ALA CARTE	ASS'T COOK / ASS'T ALA CARTE / CASHIER	FOOD SERVICE ASSISTANT
1	$19.94	$18.83	$17.50
2	$20.73	$19.36	$18.03
3	$21.51	$20.15	$18.83
4	$22.29	$20.95	
5	$23.08	$21.74	
6	$23.86	$22.53	
7	$24.64		
8	$25.43		
9	$26.21		
10	$26.99		

2026–2027 SCHOOL YEAR			
	CLASSIFICATIONS		
STEP	LEAD COOK / LEAD ALA CARTE	ASS'T COOK / ASS'T ALA CARTE / CASHIER	FOOD SERVICE ASSISTANT
1	$20.24	$19.13	$17.80
2	$21.03	$19.66	$18.33
3	$21.81	$20.45	$19.13
4	$22.59	$21.25	
5	$23.38	$22.04	
6	$24.16	$22.83	
7	$24.94		
8	$25.73		
9	$26.51		
10	$27.29		

FOOD SERVICE CERTIFICATION

Certification Levels	Certification Pay 2025-2026	Certification Pay 2026-2027
Level I	$0.80	$0.85
Level II	$0.90	$0.95
Level III	$1.00	$1.05
Level IV	$1.05	$1.10

Pursuant to the new SNA Guidelines, starting July 1, 2018, current Level II employees will be recognized as new Level III's and Level III's will be recognized as new Level IV's, for hourly differential purposes, however, if the employee does not renew the certification prior to June 30, 2019, or resigns prior to renewing the certification, the salary difference in certification level will be deducted from the employee's pay.

Pay for hours above normal work week; the cooks will receive time and one-half (1-1/2) for all hours worked over their regularly scheduled work week for non-school, lunch-related programs.

HEALTH (LPN'S) DEPARTMENT

STEP	2025-26
1	$19.44
2	$20.23
3	$21.01
4	$21.79
5	$22.58
6	$23.36
7	$24.14
8	$24.93
9	$25.71
10	$26.49

STEP	2026-27
1	$19.74
2	$20.53
3	$21.31
4	$22.09
5	$22.88
6	$23.66
7	$24.44
8	$25.23
9	$26.01
10	$26.79

MEMORANDUM OF UNDERSTANDING
Between
SEIU Local 284
And
Becker Public Schools, ISD 726

16th Step Grandfathered Individual

WHEREAS, SEIU Local 284 is the Exclusive Representative of the Multi-Unit ("Union") in Independent School District No. 726, Becker ("District"); and

WHEREAS, the Multi-Unit consists of employees in the classifications of maintenance / building & grounds, clerical, paraprofessionals and food service;

WHEREAS, the parties have completed bargaining of the Collective Bargaining Agreement ("CBA") for the 2025-2027 contract period; and

WHEREAS, the CBA for the 2023-2025 contract period included a 10 step schedule with an additional 16th step; and

WHEREAS, the District had previously hired Melissa Vee at the 16th step; and

WHEREAS, the 2025-2027 CBA included removing the 16th step and adding its value of $0.92 to the longevity schedule, resulting in Melissa Vee not being eligible for the additional value of the 16th step; and

NOW THEREFORE, the District and the Union agree as follows for the 2025-2027 contract period that Melissa Vee will continue to receive the additional value of the 16th step, valued at $0.92, in addition to her regular rate of pay as outlined by the CBA until becoming eligible for the value after completing fifteen (15) years of continuous service.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as follows:

Becker School District

2/2/26
Date

SEIU, Local 284

2/10/26
Date

MEMORANDUM OF UNDERSTANDING
Between
SEIU Local 284
And
Becker Public Schools, ISD 726

Employees Working in Multiple Bargaining Unit Positions

WHEREAS, SEIU Local 284 is the Exclusive Representative of the Multi-Unit ("Union") in Independent School District No. 726, Becker ("District"); and

WHEREAS, the Multi-Unit consists of employees in the classifications of maintenance / building & grounds, clerical, paraprofessionals, and food service; and

WHEREAS, the parties have completed bargaining of the Collective Bargaining Agreement ("CBA") for the 2025-2027 contract period; and

WHEREAS, the CBA for the 2025-2027 contract period includes a schedule of District contributions to health insurance premiums pursuant to Article VII; and

WHEREAS, the parties wish to clarify the conditions under which hours worked in multiple SEIU Local 284 positions are counted towards benefit eligibility;

NOW THEREFORE, the District and the Union agree as follows for the duration of the 2025-2027 CBA:

1. Employees working in multiple SEIU Local 284 bargaining units whose permanent assignment requires that they work a combined total of thirty (30) hours or more per week are eligible for full District insurance contributions specified in the CBA.
2. Employees working in multiple SEIU Local 284 bargaining units whose permanent assignment requires that they work a combined total of twenty (20) hours or more per week, but less than thirty (30) hours per week, are eligible for prorated District insurance contributions specified in the CBA.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as follows:

Becker School District

2/2/26
Date

SEIU, Local 284

2/10/26
Date