EDUCATION SUPPORT PERSONNEL CONTRACT

2025 - 2027

HERMANTOWN
COMMUNITY SCHOOLS

Ratified: February 9, 2026

MASTER AGREEMENT

between

Independent School District # 700

Hermantown, MN

and

Education Minnesota-Hermantown,

Paraprofessional and School Related Personnel Unit

July 1, 2025 through June 30, 2027

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ARTICLE I

PURPOSE

SECTION 1. PARTIES: THIS AGREEMENT is entered into between Independent School District No. 700, Hermantown, Minnesota, (hereinafter referred to as the School District) and the Education Minnesota-Hermantown, Paraprofessional and School Related Personnel Unit, Local 1096 (hereinafter referred to as the Union), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all office, clerical, secretarial, paraprofessional, maintenance and janitorial employees.

ARTICLE II

RECOGNITION OF UNION

SECTION 1. RECOGNITION: In accordance with the P.E.L.R.A., the School District recognizes the Education Minnesota-Hermantown, Paraprofessional, and Educational Support Personnel Unit, Local 1096, as the exclusive representative for all office, clerical, secretarial, aides, assistants, and maintenance and custodial personnel 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 Union shall represent all such employees of the 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: The term "terms and conditions of employment" means the hours of employment, the compensation thereof (including fringe benefits, except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay), and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

SECTION 2. DESCRIPTION OF APPROPRIATE UNIT: For purposes of this Agreement, the existing groups are listed as follows: Paraprofessional, Clerical, and Maintenance. Existing job classifications within each group are listed on "Schedule A". The following classifications are excluded: confidential employees, supervisory employees, essential employees, part-time, casual and substitute employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that last year 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. FULL-TIME EMPLOYMENT: Full time employees are employees working 8 hours/day, including a 30-minute lunch period.

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 BOARD RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The Union recognizes that the School Board 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 employer, its overall budget, utilization of technology, the organizational structure and selection, direction and number of personnel.

SECTION 2. MANAGEMENT RESPONSIBILITIES: The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

SECTION 3. EFFECT OF LAWS, RULES AND REGULATIONS: The Union recognizes that all employees covered by this Agreement shall perform the services 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 Union also recognizes the right, obligation and duty of the School Board and its duly-designated officials to promulgate rules, regulations, directives and orders from time to time, as deemed necessary by the School Board, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. 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 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 VIEWS: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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. The Board reserves the right to determine staff ratios.

SECTION 2. RIGHT TO JOIN: Pursuant to P.E.L.R.A., 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 DUES CHECK OFF: The Union 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, pursuant to P.E.L.R.A. 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 and will remit such dues to the Union monthly.

SECTION 4. UNION ACCESS: The Union, its representatives and unit employee representatives, shall have reasonable access to school facilities for meetings, handling of grievances and process of other Union business.

ARTICLE VI

RATES OF PAY

SECTION 1. RATES OF PAY:

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2025, to June 30, 2027.

Subd. 2. 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, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

ARTICLE VII

GROUP INSURANCE

SECTION 1 DEFINITION OF ELIGIBILITY: Employees who normally work a 35-, or more, hour week are defined as full-time for the insurance benefits contained in Article VII only.

Subd. 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. HEALTH AND HOSPITALIZATION INSURANCE: Effective September 1, 2025, the School District shall contribute the amount of 95% of the HSA single premium and the amount of 65% of the HSA family premium for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Full-time employees are employees who normally work a thirty-five (35) or more hour week for Article VII only.

Part-time employees shall be eligible for partial benefits proportional to the extent of their employment, but in no case shall the employer contribute any dollars for the premium for employees who work less than twenty (20) hours per week. Eligibility is subject to any limitations contained in the contract between the Insurance Carrier and the District.

Subd. 1. Health and hospitalization insurance benefits provided to a married couple of employees in the district shall be as follows, subject to the requirements, restrictions and limitations imposed by the District's health and hospitalization insurance provider. Such employees who are part-time shall be entitled to the District contributions specified below on a pro rata basis determined according to the amount of their full-time equivalent position. The options are as follows:

One Family Health and Hospitalization Coverage for Both Employees

The married employees may elect, if eligible, to both be covered by one family group health insurance plan.

The District shall contribute a sum not to exceed District's monthly contribution reference above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

In addition, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for the other member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan. The cost of the single premium shall be the single premium associated with the same health insurance plan under which the married employees maintain dependent coverage.

OR

Single Health and Hospitalization Coverage for Each Employee

Each employee may choose to be covered by a single group health insurance plan provided by the District.

The District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for each member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

OR

Separate Family Health and Hospitalization Coverage for Each Employee

If eligible, each employee may choose to be covered by a separate family group health insurance plan provided by the District.

The District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

For the other employee the District shall contribute for family coverage the current District contribution for the member's bargaining unit toward the premium for family coverage for that member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

OR

Single Health and Hospitalization Coverage for One Employee and Family Health and Hospitalization Coverage for the Other Employee

One of the married employees may elect to be covered by a single group health insurance plan and the other employee, if eligible, may elect to be covered by a family group health insurance plan provided by the District.

For the employee covered by the family group health insurance plan, the District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees

employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

For the employee covered by the single group health insurance plan, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current district contribution for the member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

Subd.2. HRA/HSA Contributions:

a. The District will contribute towards the employee's HRA/HSA account if the employee is employed by the School District and qualifies and is enrolled in the School District's HSA compatible group health and hospitalization plan. All proration formulas will apply for non-full-time employees.
b. The amount the District will contribute will be $2,000 annually for a single plan and $3,000 annually for a family plan. This amount may be prorated based on employee insurance enrollment date.

SECTION 3. 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 4. 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 District contribution shall cease. Employees assigned to 9- or 10-month positions and completing the work year shall be eligible for coverage until September 1st of that year.

SECTION 5. DENTAL INSURANCE: The School District shall provide single coverage for the District dental plan for all full-time employees employed by the School District. The School District contribution shall not exceed 100% of the single premium per month effective September 1, 2025 and September 1, 2026.

Subd. 1. Dental insurance benefits provided to a married couple in the district shall be as follows, subject to the requirements, restrictions and limitations imposed by the District's dental insurance provider. The options are as follows:

One Family Dental Coverage for Both Employees

The married employees may elect, if eligible, to both be covered by one family group dental insurance plan.

The District shall contribute a sum not to exceed District's monthly contribution reference above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

In addition, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for the other member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan. The cost of the single premium shall be the single premium associated with the same dental insurance plan under which the married employees maintain dependent coverage.

OR

Single Dental Coverage for Each Employee

Each employee may choose to be covered by a single group dental plan provided by the District.

The District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for each member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

OR

Separate Family Dental Coverage for Each Employee

If eligible, each employee may choose to be covered by a separate family group dental insurance plan provided by the District.

The District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

For the other employee the District shall contribute for family coverage the current District contribution for the member's bargaining unit toward the premium for family coverage for that member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

OR

Single Dental Coverage for One Employee and Family Dental Coverage for the Other Employee

One of the married employees may elect to be covered by a single group dental insurance plan and the other employee, if eligible, may elect to be covered by a family group dental insurance plan provided by the District.

For the employee covered by the family group dental insurance plan, the District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

For the employee covered by the single group dental insurance plan, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current district contribution for the member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.**SECTION 6. LONG TERM DISABILITY INSURANCE:** The District shall provide, at the District's expense, long term disability insurance coverage for eligible employees. The exact terms and conditions of this coverage are set forth in the policy of insurance obtained by the Board. Employees will not accumulate sick leave or paid time off during the period the eligible employee is on Long Term Disability Insurance.

SECTION 7. TAX SHELTERED ANNUITIES: Employees may participate in a tax sheltered annuity program.

SECTION 8. LIFE INSURANCE: The School District shall provide a fully paid thirty thousand dollars ($30,000) group term life insurance policy for each full-time employee.

ARTICLE VIII

LEAVES OF ABSENCE

SECTION 1. SICK LEAVE

Subd. 1a. Employees hired on or after July 1, 2017, or employees that have filed an irrevocable election according to Article XIII by April 1, 2018, shall earn sick leave according to the following schedule:

Hired before 7/1/12	
All Groups	13 days per year of service
Hired on or after 7/1/12	
Maintenance Group	11 days per year of service
Clerical Group	10 days per year of service
Paraprofessional Group	10 days per year of service
Hired on or after 7/1/17	
All Groups	10 days per year of service

Subd. 1b. Employees hired before July 1, 2017 and have not filed an irrevocable election according to Article XIII by April 1, 2018, shall earn sick leave according to the following schedule:

Hired before 7/1/12	
All Groups	15 days per year of service
Hired on or after 7/1/12	
Maintenance Group	13 days per year of service
Clerical Group	12 days per year of service
Paraprofessional Group	12 days per year of service

The accrual will be as of the beginning of their year. Employees not completing a full year of service to the district, who have used more sick leave than their pro-rated share, will be billed or have a pay deduction for the unearned share of the sick leave used.

For those employees working less than the normal full-time workday or work year, sick leave shall accumulate on a proportionate basis to the employee's work year. Employees working less than full-time shall accrue sick leave days equal to the number of hours worked per day.

Examples of calculation of sick leave earnings:

This example is based on the hired before 7/1/12 – 15 day accumulation

			Sick Leave Accumulation	
Example Number	**Normal hours worked per day**	**Normal hours worked per week**	**Accumulated Days**	**Hours per sick Leave Day**
1	8	40	15	8
2	7	35	15	7
3	4	20	15	4
4	8	20	7.5	8
5	8	24	9	8
6	4	16	6	4
7	5	25	15	5
8		less than 14		

Subd. 2a. All employees that have elected the matching plan and employees hired after July 1, 2017 identified in Article XIII shall accumulate sick leave days to a maximum credit of 85 days. A full-time employee working their last year prior to retirement and has reached the maximum accumulation of sick leave will be given a sick leave "cushion," which may be used to keep their accumulation at a maximum. The cushion is allowed is as follows:

Hired before 7/1/12

All Groups 10 days

Hired on or after 7/1/12

Maintenance Group 8 days

Clerical Group 7 days

Paraprofessional Group 7 days

Hired on or after 7/1/17

All Groups 7 days

Subd. 2b. Employee's that have not elected the matching plan identified in Article XIII shall accumulate sick days to a maximum credit of 145 days. A full-time employee working their last year prior to retirement and has reached the maximum accumulation of sick leave will be given a sick leave "cushion," which may be used to keep their accumulation at a maximum. The cushion is allowed is as follows:

Hired before 7/1/12

All Groups 12 days

Hired on or after 7/1/12

Maintenance Group 10 days

Clerical Group	9 days
Paraprofessional Group	9 days

Hired on or after 7/1/17

All groups	7 days

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness or illness of the spouse and/or children residing in the household which requires the employee's care or attendance.

Subd. 4. 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, 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.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the District Office.

Subd. 7. Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the district with a physician's statement certifying the dates of disability.

Subd. 8. Earned Safe and Sick Time – The District agrees to follow the safe and sick time leave as governed by MN State statute 181.940.

SECTION 2. WORKER'S COMPENSATION

Subd. 1.

(a) Under the provisions of the Worker's Compensation Act and upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

(b) If the employee has already been paid by the School District and later receives a Workers' Compensation payment covering the same time period, the district shall notify the employee and the exclusive representative about the overpayment. After notification, the School District shall deduct from the employee's wages an amount equal to the wage loss benefits paid pursuant to the Workers' Compensation Act. No prior authorization from the employee is required. Such a deduction from the employee's wages shall be made pursuant to Minnesota Statutes section 181.79, subd. 1(c)(1).”

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rate portions of sick leave or vacation time, which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

SECTION 3. BEREAVEMENT LEAVE: A leave of absence with pay, not to exceed three (3) days, shall be granted for the death of an employee's spouse, child or step-child, parents, parents of spouse, siblings, step-parents, grandparents and grandchildren. Leave of absence for one (1) day with pay shall be granted due to a death of uncles, aunts, nieces, nephews, first cousin, grandparents of spouse, brother-in-law, and sister-in-law. The leave days will be granted for arrangements and/or attendance at a funeral. Bereavement leave will not be deducted from accumulated sick leave. Unused bereavement leave for such purposes shall not be accumulated.

Additional time may be granted, at the discretion of the Superintendent, principal or superintendent's designee, upon written evidence of special need for such additional time. The Superintendent will determine whether to deduct time from sick leave, or a pay deduct.

SECTION 4. CHILDCARE LEAVE:

Subd.1. A child care leave may be granted by the School District subject to the provisions of these sections. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the staff member for an extended period of time.

Subd.2. A staff member making 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 unless there is an emergency situation or sudden adoption.

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

Subd.4. The School District may adjust the proposed beginning and ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd.5. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

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

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

Subd.6. Failure of the staff member to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the staff member mutually agree to an extension in the leave.

Subd.7. Application for return must be made at least two (2) weeks prior to the anticipated return date and be accompanied by a physician's statement attesting to the good health of the staff member if the child care leave was for maternity.

Subd.8. Staff member on childcare leave shall be permitted to pay the contributions required or permitted by law to be made by the employee and the School District into the staff member's pension or retirement fund to insure full credit for retirement purposes.

Subd.9. A staff member returning from childcare leave shall retain all benefits that the staff member possessed prior to the leave but shall accrue no additional benefits during the leave.

Subd.10. The parties agree that the period of time for which the staff member is on child care leave shall not be counted in determining the completion of a probationary period.

Subd.11. A staff member on childcare leave is eligible to participate in group health**,** life and dental insurance programs but shall pay the entire cost of the premium after FMLA (if applicable) leave has expired. Premiums are to be paid monthly or pre-paid to the School District.

Subd.12. Pregnancy shall be considered a temporary disability, and as such, a staff member shall be allowed to use sick leave, for the period of time that a licensed physician determines that the staff member is unable to work.

Subd.13. A full-time staff member shall be granted up to twenty (20) days, charged against available sick leave, for the reason of establishing bonding with an adoptive or foster child. The days of leave must be used within six (6) months of the date of the adoption or placement of the child in foster care. The adoption or placement verification court order must be submitted at the time the leave is requested.

Subd.14. A full-time staff member shall be granted up to twenty (20) days leave, charged against available sick leave, for the reason of establishing bonding with their child. The bonding leave days must be used within six (6) months of the date of the child's birth. The bonding leave days are in addition to any sick leave days taken during a period of disability pursuant to subdivision 3 of this section. A physician's statement or a copy of the birth certificate must be submitted at the time the leave is requested.

Subd.15. Staff member will notify the School District in writing by April 1st of their intentions to return to the District or not.

SECTION 5. JURY DUTY LEAVE: For jury duty, employees under this Agreement shall receive full salary, but agree to return the fee paid them for serving on jury duty.

SECTION 6. UNPAID LEAVES OF ABSENCE.

Subd. 1. Unit employees requesting a short-term unpaid leave of absence of over five (5) days shall submit such request to the School Board for consideration. Unit employees requesting an unpaid leave of absence of five (5) days or less shall submit such request to the administration for consideration.

Subd. 2. The Board of Education, at its discretion and upon recommendation of the Superintendent, may grant a long-term leave of absence to an employee for a period not to exceed one (1) year. Such leave of absence shall be without compensation or expense allowance and no experience rating for salary schedule or other purposes shall be acquired by the employee during the period of such leave. It is the policy of the Board that application for a leave of absence will not be considered unless the

employee making the request has worked in the Hermantown School System for five (5) consecutive years prior to application. Requests for leave of absence shall be considered on an individual basis. Employees granted a leave of absence for a given school year are required to submit a letter of intent to return to work for subsequent school years by April 1. If the employee fails to submit the letter of intent, he or she will be removed from the seniority list and no longer considered an employee of the District.

SECTION 7. PERSONAL LEAVE: All unit members shall have four (4) non-accumulative personal leave days each year for incidents involving special obligations or emergencies which cannot be scheduled on non-duty days and are not authorized in other leave provisions are provided under the following Guidelines:

1. A written request shall be submitted to an employee's principal or other immediate supervisor at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the employee will assume the responsibility in such an emergency of notifying his/her immediate supervisor at the earliest possible time.
3. Requests for personal leave shall require no reason;
4. Personal leave will not be deducted from accumulated sick leave. Personal days do not roll over.
5. Personal days are accrued for part-time employees and days are paid by the hours requested off.

SECTION 8. UNION LEAVE: At the beginning of each year, the Education Minnesota-Hermantown Paraprofessional and Educational Support Personnel Unit shall be credited with a total of four (4) days of non-accumulative paid leave. The four (4) days will be dispersed to the person(s) selected by the ESP group and/or the two (2) elected officials of the Union. The Union shall give three (3) working days' notice of its intention to use the leave. The cost of substitutes, where needed, will be paid for by the Union.

SECTION 9. LEAVE ACCOMMODATIONS: In the event the Director of a given department is on leave and/or absent, the employees shall direct themselves to the Principals of the buildings in which they work as next immediate supervisor. If the item needs more attention, it shall be brought to the Superintendent of the school district at the discretion of the Principal.

ARTICLE IX

WORK DAY/WORK YEAR

SECTION 1. BASIC WORK DAY: A regular work day for maintenance and custodial personnel shall consist of eight (8) hours inclusive of a one-half hour lunch for full-time employees.

The regular scheduled work day for a full-time secretary**,** clerk and receptionist under this Agreement shall be eight (8) hours per day. The workday for all other employees under this contract shall be established by the employer based on need, but will be considered full-time if assigned an eight-(8) hour day including lunch. A part-time employee will be notified of the hours to be worked prior to the beginning of the school year.

SECTION 2. BASIC WORK WEEK: A regular workweek shall consist of forty (40) hours for full-time employees. Said days will be consecutive.

SECTION 3. BASIC WORK YEAR: The regular work year shall be prescribed by the School District each year for regular employees.

SECTION 4. PART-TIME EMPLOYEES: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time basis for time less than that of the regular employees.

SECTION 5. OVERTIME:

Subd. 1. For regularly scheduled weekend assignments, holidays, and other emergencies, employees will be paid time and one-half (1 ½) for hours worked over forty (40) per week. The workweek starts at 12:01 A.M. on Monday. Said hours must be assigned and approved by the employee's supervisor.

Subd. 2. Whenever an employee is "called in" to perform extra work, said employee shall be guaranteed a minimum of two (2) hours pay, provided that such "call in" does not constitute an extension of the normal work day as defined in Section 1. If the "call in" time worked is in excess of forty (40) hours per week, pay shall be granted at time and one-half (1 ½).

Subd. 3. All overtime for maintenance/custodial group shall be given on a rotating basis, except in an emergency.

Subd. 4. The District agrees to Saturday and Sunday time and one-half (1 ½) pay for custodians for whom weekends are not on their normal schedule.

SECTION 6. SHIFTS AND STARTING TIME: All employees will be assigned starting time and shifts as determined by the School District.

SECTION 7. SCHOOL CLOSING: In the event of an emergency, the employees may be advised by the administration not to report to work, or if school is closed because of inclement weather, employees will not lose pay for such occasions but may be called upon by the administration to make up time on days that are consistent with past practice. Late starts or early dismissals are treated just like other emergency school closings. Employees whose extra hours are paid by time sheets will not be paid for such hours unless hours are worked. In the event that school is closed for any emergency, maintenance and custodial personnel will be available during normal shift for necessary assignments.

Subd. 1. The district may contract with a company outside of the district for snow plowing/removal. On days when school is cancelled due to snow ("snow days"), the bottom 50% of the maintenance/custodial group seniority list will report on the first snow day; the top 50% does not, but the employees will still be paid. If there is a second snow day, the top 50% of the maintenance/custodial group seniority list will report to work and the bottom 50% will stay home, but will be paid. This will apply to a maximum of six (6) snow days / three (3) per staff member.

SECTION 8. TRAINING: Beginning July 1, 2026, all employees will complete eight (8) hours total of mandated training at the discretion of their immediate supervisor.

ARTICLE X

HOLIDAYS & VACATIONS

Subd. 1. The following holidays, without loss of pay, shall be provided for maintenance/custodial department personnel:
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day

President's Day (unless school is held this day)
Good Friday (unless school is held this day)
Memorial Day
Juneteenth
Fourth of July

All employees shall receive pay for Juneteenth and Fourth of July if your contract has you scheduled to work on those days. Part-time workers are paid proportionately to their weekly scheduled hours.

If a holiday falls on a non-working day, an additional day of vacation will be granted to full-time twelve (12) month maintenance/custodial department personnel during an employee's regular vacation time. If any employee works on a holiday they will be reimbursed at a rate of time and one-half (1 ½).

Holidays and vacation days are accrued for part-time employees and days are paid proportionately to their weekly scheduled hours.

Subd. 2. On half-day holidays, P.M. personnel will be allowed to perform their required half-shift duties with the A.M. personnel.

Subd. 3. Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

Subd. 4. 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 or holiday which falls within an employee's vacation period shall not be counted as a vacation day. Employees other than maintenance and custodial personnel will not normally be required to report for work during the recess days as shown on the school calendar unless it is mutually agreed upon.

Subd. 5. Application: In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

Section 2. Vacations: The following vacation schedule has been adopted by the Board of Education for full-time twelve- (12) month maintenance and custodial personnel:

Subd. 1. Vacation Allowance:

5 Days per contract year accrued monthly for 0-3 years of continuous service

10 Days per contract year accrued monthly for 3 years of continuous service

15 Days per contract year accrued monthly for 7 years of continuous service

17 Days per contract year accrued monthly for 12 years of continuous service

20 Days per contract year accrued monthly for 15 years of continuous service

25 Days per contract year accrued monthly for 20 years of continuous service

Subd. 2. Vacation time shall be computed as of July 1 of each year. Effective July 1, 1993, an individual employed after July 1 in any one year, vacation shall be granted at the rate of one/half day per each month of service from the time of employment to July 1, but not to exceed five (5) days. For example, a person employed on March 1 would be allowed two (2) days of vacation effective July 1. Vacation time not used within 14 months after credited (Aug 31st of the next school year) will be forfeited.

Subd. 3. Vacation requests for a vacation period of less than one week must be approved by the Supervisor.

Subd. 4. Personnel will be asked to submit a request for a vacation period of one week or more. Those with seniority shall be given preference. When an employee has been granted his/her requested vacation period, an employee with greater seniority shall have a maximum of 15 days in which to request the same vacation period. After the fifteen (15) days have lapsed, there shall be no altering of vacation periods regardless of seniority. Personnel will be able to divide their vacation time if they so desire. Vacations will be scheduled so no more than three (3) regular employees may be on vacation at one time when school is not in session, and only one (1) regular employee may be on vacation during scheduled class days, unless agreed to by both parties.

ARTICLE XI

EMPLOYMENT STATUS PROCEDURES

SECTION 1. PROBATIONARY PERIOD: The probationary period for new employees covered by this Agreement shall be six (6) continuous working months (not counting summers), during which time the School District may dismiss a probationary employee for any reason. The dismissal of probationary employees covered by this Agreement is not subject to the grievance procedure of this Agreement.

Subd. 1. Paraprofessionals hired as "General Education Aide" must complete the certifications available to obtain "Highly Qualified" status within thirty (30) days of hire date; Moving the employee to the rate of "Special Education Assistant".

Subd. 2. Applicants hired as LPN Special Education Assistant, COTA and/or Health Assistant must hold an active license specific to their role, at time of hire, within the state of Minnesota and/or another state with paperwork declaring Minnesota License is in progress. Employee must update their personnel file with active license when expiration date approaches.

SECTION 2. 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 seventy-five (75) consecutive calendar days in any such new classification. During the probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall reassign the employee to the former classification.

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. SENIORITY: For purposes of this Article, "date of hire" shall mean the date on which the employee first reports to work in a position other than casual substitute. In instances where more than one person initially reports to work on the same date, the order of seniority shall then be in accordance with the order of hiring as taken by Board action. There shall be three seniority lists; List 1 - Maintenance Group; List 2 - Clerical Group and List 3 - Paraprofessional Group. Seniority shall terminate if:

1. An employee quits.
2. If an employee is discharged for cause.

3. An employee fails to report for work at the termination of a leave of absence.
4. An employee is absent from work for three (3) consecutive days without cause and without notifying the School District.
5. An employee is on layoff status for two (2) calendar years from date of layoff unless he/she received a wavier due to continuing employment.

Nothing contained in this section shall require the School District to retain or rehire any employee who is not qualified to perform the work available. On or before November 1st of each year, the School District shall update the seniority lists, post these tentative lists on the bulletin boards, and provide the Union President with a copy of the tentative lists. Employees have 30 calendar days from this posting to challenge their placement on the seniority list if different from the previous posted official list. After all challenges have been dealt with, the corrected copy will be posted and will become official. Once a seniority list has become official the employee accepts that hire date as accurate. Under no circumstances will challenge be reviewed after the 30 day window.

SECTION 5. JOB POSTINGS: All job vacancies and new positions shall be as follows for the corresponding time:

End of School Year to August 1 – 5 day posting

August 1 to End of School Year – 3 day posting

If an identical (same building and same description) job was posted and has passed the waiting period and a second job is posted while the first job is still open, it is not subject to the posting period.

The methods the District will use for notification will be paper posting at the school sites and an e-mail (if employees have account). An additional mail notification method is available for summer postings from the end of School Year to August 15th. Upon an employee submitting a written request (including their mailing address) by the end of the school year, they will receive mailed postings over the summer.

Such notice shall state the prerequisites and/or certifications for the position to be filled and such prerequisites and/or certifications shall be consistent with the requirements of the job. Employees shall apply for the vacancy or new position in writing and only those applicants who meet the prerequisites and/or certifications will be considered. The District retains the right to determine when positions could be modified/consolidated. Final selection of employees for open positions will be made by the administration. The School District may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out.

SECTION 6: JOB VACANCIES: Job vacancies will be filled from the ranks of the unit, whenever possible. Recommendations will be made by the Administrator, based on ability, competence, and will be at the discretion of the Board. Positions may require the possession of a current engineering license, which meets minimum state requirements, CPR, first aid training, computers/typing skills, etc. Vacancies for a permanent additional one hour per day or less and for a temporary additional three hours per day or less can be made at the District's discretion, not based on seniority. Custodians would need to apply for three tier positions.

1. In the event an employee is out due to an extended leave such as, but not limited to, FMLA, Unpaid Leave of Absence, the Department Director may complete a 'Lateral Work Design' to get Education Board's approval to post for Long Term Substitute to cover the position. If a long term sub is hired to cover the position, the employee will be required to work thirty (30) days at Substitute Pay. On the thirty – first (31st) day, they will be moved to the appropriate Base Rate for the position in which they are employed. If the absent employee is of a specific tier, the current employee would need to apply for that LT Sub Position at the allocated Tier. Once obtained, they will receive that Tier Base Rate of

Pay and may remain in that position until return of Employee on leave and/or leave documented on paperwork.

SECTION 7. LAYOFF: Seniority for employees on any list under this Agreement shall begin on the date of hire and a seniority list shall be posted on the school premises and brought up-to-date on an annual basis as stated in Section 4. For layoff, seniority shall deal with each seniority list separately. Should it become necessary to reduce the unit's work force, layoff shall be according to seniority within each seniority list. If a layoff is to occur a thirty (30) day notice will be given to all employees affected. If "bumping" is to occur due to seniority, the senior person must be qualified to assume the position which is occupied by the less senior person.

In the event that an employee is laid off and wishes to be considered for rehire, it is the obligation of the employee to notify the School District of where such employee may be contacted for rehire or recall purposes. The School District shall attempt to recall the employee by telephone or correspondence and if such attempt is unsuccessful, a certified mail letter and regular mail letter shall be sent to the employee's last known address. If the employee fails to respond or return to work within ten (10) workdays from the date of receipt of such letter or receipt of notice that such notice is undeliverable, such employee shall have been considered to be removed from the seniority list, unless there is mutual agreement to extend the time limits.

An employee who continues employment with the District (i.e. takes a lesser position) will have the two year recall limitation waived.

When the District determines to reduce the number of employees, temporary, provisional and substitute employees in the respective seniority lists shall be the first to be terminated. Layoffs of permanent employees will be accomplished by inverse order of seniority unless licensing is a factor.

Subd. 1. Job Preference: The following rules shall be applied in the layoff process:

1. At no time is the incumbent whose position is being eliminated or being bumped required to accept a position with fewer hours per year than his or her current position.
2. An employee that chooses to bump into a position below them on the seniority list must bump into the complete position (hours worked per year, pay rate, etc.) of the position being bumped. The employee would also give up rights to their existing position unless (a) none of the positions left below them are equal to their current position in hours or (b) no positions are left for them to bump into.
3. The employee has the option to accept a position with fewer hours per year but would lose their recall rights unless the conditions are met of #2.
4. Any increase or decrease in an employee's hourly rate in the new position shall have no bearing on the layoff process. Instead, an employee's ability to bump another is dependent upon the following two factors: (a) seniority and (b) must also be qualified for the position.
5. Only one bump per employee shall be allowed during the reduction process.
6. If more than one employee is affected by a specific reduction, the most senior employee will be given the first choice of positions.

Subd. 2. Recall:

1. An employee on the recall list who is most senior has first preference after the internal posting, within the same seniority list, to a vacancy.
2. If an employee accepts the recall to the vacancy, the employee has thirty (30) calendar days to report back to work.

3. After a period of two years from the date of the employee's placement on the recall list, the employee's name shall be removed from the recall list unless the limitation was waived due to continuing employment.

Subd. 3. Probationary Period:

1. Any employee who receives a different position as a result of the layoff/recall process shall serve a 75 calendar day probationary period in the new position. An employee will receive compensation according to the provisions in Schedule A.
2. The employee's performance will be reviewed by the 25th, 50th, and 75th calendar day of the probationary period.
3. The employee can request to be put on the recall list during the probationary period, and the request will be granted if the District determines that the reason for the request is acceptable.
4. An employee who makes such a request and has it granted by the District shall be placed at the bottom of the applicable recall list.
5. The employee may be terminated by the District after the probationary period with no right to grieve or challenge the District's decision, except as described below in #6.
6. The Principal/Supervisor will make the initial decision as to whether the employee has passed the probationary period.
7. An employee can challenge a decision that he or she be terminated by having a committee review the decision to evaluate whether the employee's performance during the probationary period was acceptable.
8. The challenge must be made within five (5) working days of the employee being notified that his or her employment has been terminated.
9. The committee must meet and render a decision within five (5) working days after the challenge has been made.

The committee will consist of:

Directly associated principal

Immediate Supervisor or, if this person is the principal above, an outside administrator

Two (2) staff members chosen by the Union executive committee

Each member of the committee must vote on whether the employee's performance during the probationary period has been acceptable. If the vote is a 2-2 tie, then the Superintendent will have the final decision on whether the employee is terminated. The Superintendent's decision is not review able through the grievance procedure contained in the collective bargaining agreement.

SECTION 8. SUSPENSIONS AND DISMISSAL:

Subd. 1. The School Board will act in good faith in the suspension or dismissal of an employee. The following procedures shall be used in situations involving suspension or dismissal:

a) Suspension:
   1. An employee can be suspended for just cause with or without pay. Suspension without pay may only be for a maximum of 3 days**.**
   2. The employee shall be served with a written notice of the suspension in person, or by certified mail. A copy of the notice of the suspension shall be forwarded to the Union.
   3. Suspension will be for just cause only. The suspension shall be subject to the grievance procedure.

b) Dismissal:

1. The employee shall first be suspended, with or without pay, before dismissal. The employee will be served with a written notice of the dismissal in person, or by certified mail. The written notice will contain the specific charges against the employee. A copy of the written notice will be sent to the Union.

Subd. 2 . Dismissal will be for just cause only. Dismissal shall be subject to the grievance procedure.

ARTICLE XII

GRIEVANCE PROCEDURE

SECTION 1. PURPOSE: The purpose of this grievance procedure shall be to secure solutions to grievances equitably, expeditiously and the lowest administrative level. Grievances may not be brought against the District without the approval and support of the Union.

SECTION 2. GRIEVANCE DEFINITIONS: A "grievance" shall mean an allegation by the Union resulting in a dispute or disagreement between the Union and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

SECTION 3. REPRESENTATIVE: The Union, administrator, or School Board may be represented during any step of the procedure and any person or agent designated by such party is authorized to act in that party's behalf.

SECTION 4. DEFINITIONS AND INTERPRETATION:

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 working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. 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 and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 5. An effort shall first be made to adjust an alleged grievance informally between the Union and the School District's designee.

SECTION 5. TIME LIMITATION AND WAIVER: Grievances shall not be valid for consideration unless the grievance is submitted in person (face to face) by the Union in writing to the School District's designee or an Administration office employee setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within (20) twenty 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.

SECTION 6. ADJUSTMENTS OF GRIEVANCE: The School District and the Union shall address 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 alleged grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the Union within (20) twenty 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 by the Union to the superintendent of schools, provided such appeal is made in writing within (20) twenty days after receipt of the decision in Level I. If a grievance is properly appealed by the Union to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within (20) twenty after receipt of the appeal. Within (20) twenty days after the meeting, the superintendent or designee shall issue a decision in writing to the Union.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed by the Union to the School Board, provided such appeal is made in writing within (20) twenty days after receipt of the decision in Level II. If a grievance is properly appealed by the Union to the School Board, the School Board shall set a time to hear the grievance within (20) twenty days after receipt of the appeal. Within (20) twenty days after the meeting, the School Board shall issue its decision in writing to the Union. 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 7. 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 notify the parties of its intention to review within ten 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 8. DENIAL OF A GRIEVANCE: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Union may appeal it to the next level.

SECTION 9. ARBITRATION PROCEDURES: In the event that the Union and the School Board are unable to resolve any grievance, the grievance may be submitted by the Union to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the Union President or Vice President, and such request must be filed in the Office of the Superintendent within twenty 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: The School Board and the Union shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the School Board and the Union are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (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.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both the School District and Union may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in 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. 6. Expenses: The Union and School District shall each bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party with the cost of the transcript or recording being borne by the party making the request, unless the parties mutually agree to share the expense. The parties shall share equally fees and expenses of the arbitrator, and any other expenses the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion of policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

SECTION 10. 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 issuing a proceeding in another forum as outlined herein, the Union's right to initiate a grievance on behalf of the employee pursuant to this article shall be considered to have been waived 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; or when the court has so ordered.

ARTICLE XIII

RETIREMENT BENEFITS

SECTION 1. 403(B) MATCHING PLAN FOR NEW HIRES AFTER JULY 1, 2017 AND EMPLOYEES WHO HAVE FILED AN IRREVOCABLE ELECTION BY APRIL 1, 2018: Fulltime employees hired before July 1, 2017, may participate in the 403(b) matching plan (hereafter referred to as MP). The provisions of this article will entirely replace Article XIII, Section 2. *Post-employment health Benefits for Non-matching Plan* Participants all contractual provision when all paraprofessionals who elected the Retirement Benefits have terminated active employment at the District.

Subd.1. Part-time employees working less than 20 hours per week and temporary employees are not eligible to participate in the MP and cannot count their part-time or temporary service years toward the eligibility for the MP. In the event a participating employee has a change in assignment or a reduction to part-time during the school year, the employee must continue participation at the same rate for the remainder of that school year. The paraprofessional would be ineligible to participate in the subsequent year if their part-time status was still in place.

Subd. 2. Amount. Employees working 20 hours per week or more may begin contributing to a 403b plan at any time. After two years of service, the district shall contribute one ($1) dollar for each one ($1) dollar that the employee contributes to a 403b plan up to a maximum contribution.

Subd. 3. Enrollment. The eligible employee must complete a salary reduction authorization agreement no later than May 15, 2023 and May 15, 2024 in order to receive the match for the following school year.

Subd. 4. Changes. Once an employee has initiated the District match, participation will continue at the same level unless the employee notifies the District in writing of a change. Changes in an employee's level of participation shall be allowed only if provided by May 15, 2023 and May 15, 2024 and shall be effective at the start of the work year as defined in Schedule A of this Contract Agreement.

Subd. 5. The District will match the employee elected deferral, not to exceed the annual match maximum according to the District's matching contribution schedule. This amount is limited in accordance with state law.

Subd. 6. The annual match cannot exceed half of whatever the employees annual deferral limit is. The employee must contribute the same dollar amount of their own money in order to receive the plan's match.

Subd. 7. The schedule of the District matching contribution, effective as of September 1, 2023 is as follows:

Years of Completed Service	Annual District Match Maximum	District Per Pay Period Match
0 – 1	$0	$0
2 – 5	$360	$15
6-10	$480	$20
11-14	$600	$25
15-19	$840	$35
20+	$1080	$45

Subd. 9. The District will match the employee's elected amount, not to exceed the annual match maximum according the previous schedule. The employee annual amount is limited in accordance with state law. The lifetime maximum contribution by the District may never exceed $14,000. In the last eligible year before the lifetime maximum contribution is met, the contribution will be reduced to achieve the proper lifetime maximum.

Subd. 10. This amount will be paid by the District over 24 pay periods and deducted from the employee check over 24 pay periods. The amount does not change as salaries fluctuate, except in a case where an employee's employment is interrupted. When the interruption is unpaid, the employee will not receive their matching contribution.

SECTION 2. POST-EMPLOYMENT HEALTH BENEFITS FOR NON-MATCHING PLAN PARTICIPANTS: This section is only available for employees hired before July 1, 2017 and not filing an irrevocable election to participate in the MP identified in section 1.

Retiring employees not on the matching plan may continue on the then-existing retiree hospitalization and medical insurance group plans provided that they have worked for the School District ten (10) consecutive years immediately previous to retirement. Any employee, not participating in the MP, who has accumulated unused sick leave time, shall have credited to his/her account for payment, upon retirement, of hospitalization and medical insurance in an amount equal to the number of days of accumulated sick leave time (not exceeding the maximum days in Article VIII, Subd. 2b.) times their average daily earnings during the last payroll period prior to retirement. The retiring employee must elect to have single or family coverage by such insurance, in the then existing retiree subgroup, with the cost thereof, single or family, assessed to the balance of the account described above.

Subd. 1. The retiring employee must enroll for single or family insurance coverage on or before the effective date of retirement, in the then-existing retiree subgroup, with the cost thereof (single or family) assessed to the balance of the account described above. Forfeiture of post-employment benefits will occur for failure to enroll in the existing retiree hospitalization and medical subgroup, on the effective date of retirement. Any remaining (credit) will revert to the School District.

Subd. 2. If the retired employee dies before all credit in said account has been disbursed, the balance remaining shall be used to provide coverage for the spouse/dependent(s) in the existing retiree hospitalization and medical subgroup plans, provided they were covered on the date of death. The estate cannot receive any part of this contribution.

Subd. 3. If the monies in said account are exhausted, the employee/spouse/dependent(s) may continue participation in the School District existing retiree hospitalization and medical/dental insurance subgroup plans, at their own expense. If the employee/spouse/dependent(s) cancel the post-employment benefits provided above, they cannot re-enroll in the retiree subgroup.

Subd. 4. In applying these provisions, the employee's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

Subd. 5. Post-employment benefits shall be paid by the School District but shall not be granted to any employee who is discharged by the School District.

ARTICLE XIV

MISCELLANEOUS

SECTION 1. BREAKS: Employees working four (4) hours under this Agreement shall be granted a fifteen (15) minute break period, employees working seven (7) hours shall be granted a fifteen (15) minute break period and a 30 minute lunch break period, and employees working eight (8) hours shall be granted two fifteen (15) minute break periods and a 30 minute lunch break period.

SECTION 2. HANDLING OF FUNDS: Employees shall not be personally responsible for handling of funds so long as they are following or acting in accordance with direction or supervision of the administration.

SECTION 3. PERSONNEL FILES: Employees shall have free access to their personnel files during office hours upon written request and shall have a right to reproduce any file materials at their expense and to submit for inclusion in the file written response to any material contained therein.

SECTION 4. WORK RULES: The Union recognizes the right of management to establish reasonable work rules to govern the operation of the School District so long as such rules do not change or modify any terms of this Agreement or any other statutory rights of the Union or the employees. Any proposed work rules shall be submitted in advance in writing to the Union and are subject to grievance and arbitration procedures.

Subd. 1. Both parties will hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Subd. 2. Should an employee complain to the Supervising Administrator that his/her work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be reported to the Safety Committee of the School District, and may be reported to OSHA. If the matter is not adjusted satisfactorily, the matter will be reported and discussed with the Superintendent. If further action becomes necessary, the matter will be brought to the attention of the Board of Education. Action beyond this level is available to the employee in that he/she may process the matter as a grievance according to Article XII of this employment agreement.

Subd. 3. Employees will wear work clothes of an acceptable style and fabric so as to not inhibit performance, affect the safety of the employee, or present an unsightly appearance as an employee representing the School District.

Subd. 4. E-Learning Days – paid in full while asked to work from home

SECTION 5. RETENTION OF BENEFITS: Current employees under this agreement shall not lose any wages or regular benefits presently enjoyed as a result from entering into this Agreement.

SECTION 6. EYE GLASSES REIMBURSEMENT: If a staff member's eye glasses are damaged by a student, the staff member may request up to a $250 reimbursement from Human Resources under the following conditions: the reimbursement will be limited to $250 annually for each staff member; whether to provide reimbursement shall be at the sole discretion of Human Resources and shall not be subject to grievance. By offering reimbursement pursuant to this section, the Union and District agree that the District is not in any way admitting liability for either the acts of the student or the damage to the staff's property.

ARTICLE XV

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 as provided by P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2027, it shall give written notice of such intent no later than May 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 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.

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

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

SCHEDULE A

Wage Scale	Time	2025-2026	2026-2027
Maintenance Group		Step 1	Step 1
Maintenance Technician	12 Months Full-time	$ 30.99	$ 31.61
Custodian II	12 Months Full-Time	$ 23.35	$ 23.82
Night Lead Custodian	9 Months Full-Time	$ 22.94	$ 23.40
Custodian I	12 Months Full-time	$ 22.28	$ 22.73
Custodian - Part-time	Open	$ 22.28	$ 22.73
Clerical Group			
Secretary	10 Months 203 Days	$ 27.51	$ 28.06
Clerks	10 Months 183 Days	$ 23.91	$ 24.39
Receptionist	Student Contact + 2 Days	$ 23.91	$ 24.39
Paraprofessional Group			
Health Assistant	Student Contact + 2 Days	$ 28.05	$ 28.61
COTA	Open	$ 27.51	$ 28.06
Braille Specialist	Student Contact + 2 Days (Braille Specialist year will include up to but not exceed 48 work days, 8 hours per day during the summer months.)	$ 27.51	$ 28.06
Technology Support Specialist	Student Contact + 2 Days (Technology Support Specialists up to an additional twenty (20) days per year may be added if mutually agreed upon by district and employee)	$ 27.51	$ 28.06
Special Education Assistant/LPN	Student Contact + 2 Days	$ 25.43	$ 25.94
Cued Speech Translator	Student Contact + 2 Days	$ 24.07	$ 24.55
Special Education Assistant	Student Contact + 2 Days	$ 23.91	$ 24.39
Classroom Aide/Title I	Student Contact + 2 Days	$ 23.91	$ 24.39
General Education Aide	Student Contact + 2 Days	$ 22.64	$ 23.09
Bus Aide	Open	$ 23.91	$ 24.39
Supervisory Aide	Open	$ 20.25	$ 20.66
Check and Connect	Student Contact + 2 Days	$ 26.96	$ 27.50

Work Year Calendar

A. **Maintenance Group**: 7/1 – 6/30/20XX
B. **Clerical Group**: 8/16 – 8/15/20XX
C. **Paraprofessional Group**: Two (2) in-service days at the beginning of the school year, plus student contact days.

Secretary Work Year

The secretary work days are to be fulfilled during 8/16/2025 – 8/15/2026 of each contract year 2025 – 2027. The wage rates for hours worked will be applied as of 7/1 of each year and thereafter.

Shift Premium and Substitute Pay

Whenever an employee is "called in" to perform extra work, said employee shall be guaranteed a minimum of two (2) hours pay, provided that such "call in" does not constitute an extension of the normal work day as defined in Section 1.

If a Health Assistant is absent and a special education assistant with a LPN license “fills in”, as directed by the building principal, the LPN-certified assistant will receive an additional $2.34 per hour if on step 1 and $2.45 if on step 2, for that time, in the 2023-24 contract year and thereafter. If a special education assistant with an LPN license is directed by the building principal to work in the Health office, the LPN certified assistant will receive an additional $2.57 in the 2024-25 contract year and beyond.

A night premium pay will be paid to all staff at the rate of $ 0.60 per hour as of 9/01/2025, and $ 0.61 per hour as of 9/01/2026 for all work performed in eight (8) hour shifts starting at 2:00 PM or later.

Incentive

Maintenance and Custodians

Class C boiler’s license $1000 plus $500 annual thereafter

*$1000 stipend paid upon successfully obtaining class C boiler’s license while employed
*$500 annual stipend - Class C license must be current. Stipend starts after year 2 (if received the $1,000 stipend). This stipend will be paid annually on June 30th.

Longevity Pay
Longevity pay will be paid at the end of the completed school year in one lump sum. A form to request longevity pay will be available online or at the administration office by May 1st and must be submitted by June 1st.

For ESP to qualify for longevity pay, they must submit the form by the above date and be hired prior to September 30th for that year of service to count.

5-9 years: $250
10-14 years: $500
15+ years: $750

Pay Periods

All employees shall receive their pay in 24 equal payments. In the event such pay date falls on a weekend or holiday, employees shall be paid on the last prior weekday.

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

For Education Minnesota-Hermantown Paraprofessional and Educational Support Personnel Unit

President _____

Union Rep _____

Dated this ___ day of _____, 2026

For School District No. 700

Chair _____

Director _____

Dated this ___ day of _____, 2026