BRAINERD PUBLIC SCHOOLS HEAD COOKS

COMPENSATION AND BENEFITS HANDBOOK

JULY 1, 2022 - JUNE 30, 2024

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ARTICLE I. EMPLOYMENT

The purpose of this document is to provide Brainerd Public Schools Head Cooks with information about the general terms and conditions of their at-will employment with the District. This document does not create an expressed or implied contract between the District and any employee. The District may change this document, and the terms of employment outlined in this document, at any time and for any business reason.

The employer and employees covered under this agreement agree that Independent School District #181, Brainerd Public Schools shall not discriminate based on race, color, religion, national origin, sex, sexual orientation, gender identity, veteran or disability status.

<u>Section 1. Hire Date</u>: The hire date shall be the first day of work following the completion of the necessary new hire or rehire paperwork and approved background study.

<u>Section 2. Probationary Period</u>: The probationary period for a Head Cook shall be three months or 60 working days, whichever is greater. During the probationary period, the Head Cooks who are not doing satisfactory work will be counseled by their immediate supervisor and be given an opportunity to correct their deficiencies before being released from their position.

Section 3. Probation for New Position: When an employee transfers to a new position the employer shall have forty-five (45) working days to evaluate the employee in the new position to decide if the employee stays in the new position or is transferred back to their old position or a similar or equivalent position.

<u>Section 4. Seniority List</u>: There shall be a seniority list established no later than January 15, provided to employees covered under this handbook. Each individual shall have 15 working days for review of the seniority list, after which time the list will be considered final.

- 1. To be eligible for the seniority list, an employee must have three month's (60 working days) tenure as a Head Cook in School District No.181.
- 2. The Board will be responsible for formulating and keeping the seniority list current.
- 3. Individuals hired on a long-term or short-term substitute basis, or any other position where an incumbent has a right to that position will not be eligible for the seniority list.
- 4. Persons shall forfeit seniority upon termination of employment or re-employment at a later date.
- 5. In the event of a tie in seniority, the tie will be broken based on the following criteria in rank order.
 - a. Preference will be given to the employee with the most years of employment with Brainerd School District in any capacity.
 - b. Preference will be given to the employee the most years of prior experience as a Head Cook in other school districts.
 - c. If a tie still exists, the school district shall have the discretion to select the employee(s) who will be laid off based on, performance, training and experience, skills in special assignments and other relevant factors.

Section 5. Vacancy/Transfer: All Head Cooks will be notified of any vacancy or newly created position. Such notice shall be posted for at least five working days, and all interested applicants shall submit their application within the five day period. Whenever possible, the vacancy shall be filled from among the present employees, giving first consideration to qualification for the job and seniority. If

ARTICLE II. DUTY YEAR / HOURS OF WORK

<u>Section 1. Standard work year</u>: The standard work year for employees under this agreement is based on the student calendar. Head Cooks will report to work on all student contact dates. Work may be offered

during employee in-service days and will be offered based on seniority with the district. All work years follow the fiscal year calendar, beginning July 1 and ending June 30 of each year.

Head Cooks shall work 7 hour days, 35 hours per week or 8 hour days, 40 hours per week, as assigned. On days when school is not in regular session, he/she may be absent without pay if he/she is not needed and his/her duties are completed. Teacher in-service days will be paid as regular duty days, when assigned.

Subdivision 1. Lunch Breaks: All 7 hour Head Cooks shall have a paid lunch period. This time shall amount to 20 minutes daily and can be interrupted if necessary to have foods given proper attention. Work should be planned so this is a rare event. 8 hour employees shall receive a 30 minute duty free paid lunch period. Employees must remain onsite during lunch periods. Lunch breaks cannot be used at the beginning or end of the assigned shift.

Subdivision 2. Rest Breaks: Rest breaks are provided to allow an employee the ability to step away from their workstation when needed during the day. When possible, 7 hour Head Cooks will receive one 15 minute break in addition to their lunch and 8 hour Head Cooks will receive 2 -15 minute breaks. These breaks are intended as rest periods and therefore employees should use these at appropriate times and not at the end of the day - unless otherwise arranged with the Director of Nutrition Services. Head Cooks are not to leave the building during these breaks.

Section 2. Weather Related Closing: In the event any Head Cook is unable to report or duty as a result of inclement weather or impassable roads or as a result of other similar conditions, the monthly wages shall be reduced by his/her daily wage for each absence due to the above causes. The Head Cook may use a personal leave day to avoid loss of salary.

The School Board recognizes that an individual exercised his or her own prerogative in establishing a residence, and if the location of such residence is a factor in preventing the employee from fulfilling the obligations of his/her employment, such absence from regular duty is not to be considered a responsibility of the School Board. If schools are closed due to inclement weather, employees are not expected to report to work. If employees report for work and school is closed the employee will be paid for at least three (3) hours. The Superintendent or District designee may direct Head Cooks to leave for the day due to inclement weather conditions. To ensure our students return home safely, staff will be required to remain present until busing is cleared and until the building has received direction from the District Office, not to exceed the length of scheduled shift.

The District understands that inclement weather creates a situation outside of the employee's control and is of a short duration. In the event that the Superintendent or District designee releases Head Cooks prior to the completion of his or her scheduled shift, the District agrees to compensate the employee for all contracted hours of the day.

<u>Section 3. In-service Days</u>: Head Cooks are not required to work on District in-service days. If employment during an in-service day is necessary, a compensation day may then be used at a later date in that school year.

<u>Section 4. Non-exempt employees</u>: Head Cooks are identified as non-exempt, and the following provisions shall apply:

- Hours of work: The standard workday for non-exempt employees shall be with (8) hours inclusive a 30 minute lunch period. For employees working less than eight hours per day, rest periods shall be provided as per statutory requirements or as otherwise stated in Section 1, Subdivision 1.
- Overtime: Non-exempt employees will be entitled to overtime at the rate of time and one-half (1½) of their base rate for all hours worked in excess of 40 hours of any one-work week.
- Compensatory time: By mutual agreement between the employee and the employee's supervisor, compensatory time may be accrued in lieu of overtime. Compensatory time is earned at a rate of time and one half (1½) for all hours worked in excess of 40 hours in any one work week. Compensatory

time shall not be carried over beyond June 30 of the same school year. Any compensatory time not consumed by June 30 of the same school year will be paid out at the employee's regular rate of pay.

ARTICLE II: RATES OF PAY

Section 1. Placement on Wage Schedule: Placement on the wage schedule for newly hired employees shall be based on education and experience as determined by the Director of the department. At no time will an individual be placed at a step level that exceeds their years of experience in the same or similar position. The wage schedule for the July 1, 2022 to June 30, 2024 can be found in Appendix A.

<u>Section 2. Step Movement</u>: Step advancements will be granted to employees contingent upon satisfactory job performance and will occur on July 1st.

- Employees hired between July 1st and February 29th will receive their first step increase on the following July 1st.
- Employees hired between March 1st and June 30th will receive their first step increase on July 1st of the following year.

Employees on a current corrective action plan will not be awarded a step increase.

Section 3. Pay Procedures: Head Cooks shall be paid 18 equal installments for the months of September through May - this pay will be for the period the first day children are in school through the last official day of school. Time worked before or after these dates will be reimbursed at the appropriate hourly rate. The hourly rate is calculated by dividing the Head Cooks annualized salary by the number of contracted duty days and holidays, then by the hours per day assigned. Beginning with the 2023-2024 school year, Head Cooks will be paid based on the hours worked within the applicable pay period established by the District.

<u>Section 4. Education</u>: Head Cooks must have a current MDH Certified Food Protection Manager (CFPM) certificate. The certificate must be renewed every 3 years. The food service office will offer in-person certificate classes twice a year or online training as needed.

In addition to the Minnesota Department of Health CFPM certificate, Head Cooks are required to attend 10 hours of training a year. Training is offered at the mandatory back to school training in August and at monthly meetings. Training hours can be made up online or in person with the Nutrition Services Director. Inability or unwillingness to complete the yearly training requirements may lead to disciplinary action, up to an including termination of employment

<u>Section 5. Salary Deductions</u>: Voluntary deductions, such as United Way, BPSF pledges and/or are tax sheltered annuities are withheld for those who arrange it, according to district policy.

Section 6. Additional pay provisions: Time in excess of scheduled shift that is required of Head Cook to perform the duties of the position, will be eligible for compensation time. Prior approval from the Director of Nutrition Services is necessary for compensation hours. Special events, such as banquets, will be paid at a rate of time and one-half for school functions or double time for non-school functions. The administration will determine the special event category. All events held on Sunday shall be at double time pay. The most senior Head Cook with the skill necessary will be selected to service special events and banquets. These opportunities shall be rotated in the building where the event occurs and district wide with the most senior employee skilled for the available position getting the first opportunity. Subsequent opportunities will be

offered to the next most senior skilled employees interested in the event. Head Cooks at Fun 'N' Friends sites are to be paid their calculated hourly rate when working non-school days for Fun 'N' Friends meals.

ARTICLE III: GROUP INSURANCE

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

Section 2. Definitions: A full-time employee is defined as an employee working a minimum of 7 hours per day, 5 days per week for the assigned work year. Individuals working less than 7 hours per day and/or 5 days per week are considered part-time employees. Individuals working less than 35 hours per week will receive prorated leave and benefits under this handbook.

<u>Section 3. Health and Hospitalization Insurance:</u> Effective July 1, 2022, the plan options available to employees will be as follows:

Plan B - \$300 per person / \$500 per family

Plan C - \$1,000 per person / \$2,000 per family

Plan G - \$3,000 per person / \$6,000 per family with HSA

Plan H - \$4,000 per person / \$8,000 per family with HRA

Full-time employees and part-time employees working .50 FTE - 1.0 FTE are eligible for a health insurance contribution from the district. Individuals that work less than .875 FTE, 7 hours per day, will receive a pro rata portion of district contribution. Part-time employees working less than a .50 FTE or 20 hour per week contract are not eligible. The premiums may change on September 1st of each year.

<u>Subdivision 1. Single Coverage</u>: Beginning July 1, 2022, the School District's health insurance premium contribution for employees who elect single coverage will be \$630 per month. Employees working less than 1.0 will receive a pro rata portion of the district contribution. Any subsequent plan year premium increases will be covered in full by the school district to maintain no employee premium responsibility to the employee for Single coverage.

Subdivision 2. Family Coverage: Beginning July 1, 2022, the School District's Health insurance premium contribution for employees who elect family coverage will be \$1,455 per month. Employees working less than 1.0 will receive a pro rata portion of the district contribution. The responsibility for any subsequent premium increases will be split between the employee and employer.

Subdivision 3. Health Savings Accounts: Those employees who choose Plan G - \$3,000 per person / \$6,000 per family with HSA will also receive a match deposited into their health savings account (HSA) from the employer according to the following formula:

Employees electing HDHP single: \$1 for \$1 match up to \$1,500 annually (January 1 – December 31)

Employees electing HDHP family: \$1 for \$1 match up to \$3,000 annually (January 1 – December 31)

<u>Hardship</u>: For single and family coverage, if an employee submits evidence of a hardship, the School District, in accordance with IRS regulations will contribute the remainder of the calendar year contribution for the plan year the employee has elected to participate in Plan G - \$3,000/\$6,000 plan with HSA and stop all monthly contributions for the remainder of the calendar year or plan year in which the employee participates in a high deductible plan with an HSA, whichever comes first. If an employee leaves the District prior to the end of the calendar year, any unearned contributions will be paid back to the District.

Cases will be addressed on an individual basis and prior hardship does not guarantee hardship accommodation in subsequent years. In no circumstances will the district apply more than the allotted employee or district match to the individual in a calendar year.

Subdivision 4: Employee Married to Employee

Effective September 1, 2022, an employee within this unit that is married to another ISD employee (both currently employed with a minimum of 60% contract) are eligible for one fully paid Plan G family plan, two fully paid Plan G single plans (if no legal dependents) or a \$1,640 a month contribution toward Plans B, C, or H family plans. In 2022-23 and 2023-24, the monthly district contribution will be based on the full premium of Plan G to apply toward employee married to employee coverage on this or any other covered plan.

Section 4. Long Term Disability Insurance: Long Term Disability Income Protection, for employees working 20 hours or more, is also provided by the School District. The School Board will participate in a long-term disability insurance program by paying 100 percent (100%) of the annual premium. The income of the employee who becomes disabled from sickness or accident will be insured after 60 consecutive calendar days to the extent of 70% salary with the following conditions:

- 90-day elimination period has been met
- Long-term disability benefits have been approved
- Paid leave time has been exhausted

Benefits to disabled employees will be determined and paid as described in the long-term disability policy. Benefits will include \$500 per month, for up to 17 months for health insurance. The employee must be on and retain ISD 181's health plan in order to qualify for the \$500 per month long term benefit.

<u>Section 5. Life Insurance:</u> The School Board will contribute 100 percent (100%) of the premium for \$50,000 of term life insurance coverage for each full time employee employed by the School District who qualifies for and is enrolled in the School District's group term life insurance plan.

Section 6. Worker's Compensation: The Worker's Compensation Laws of the State of Minnesota make it mandatory for the School District to purchase insurance to protect you in the event of injury while performing your duties. All expenses in connection with an injury plus part payment in lieu of lost salary are payable from this service. All injuries must be reported to the Director of Nutrition Services immediately, within 24 hours of the injury, whether you feel medical attention will be required or not.

Section 7. Retirees Health Insurance:

Subdivision 1. For employees hired prior to March 1, 2010, upon retirement, between the ages of 60 and 64, with at least 15 years of service, the District's contribution for single health insurance will be determined by the amount in place at the time of retirement, with the balance of the cost for single or family coverage to be paid by the retiree and will receive the health insurance contribution until retiree becomes eligible for Medicare or a maximum of 5 years, whichever occurs first. An employee who retires before the age of 60 will qualify for the District's contribution if they retire under the Rule of "90" (full PERA retirement as defined by state statute) and have at least 15 years of serve and at least 55 years old and will receive the health insurance contribution until retiree becomes eligible for Medicare or a maximum of 10 years, whichever occurs first.

<u>Subdivision 2</u>. Head Cooks hired after March 1, 2010, will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications. Rather, head cooks hired after March 1, 2010, will receive a defined contribution from the District for a period not to exceed 22 consecutive years, following the schedule below:

Years 0 - 3:

\$0/year

Years 4 – 15:

\$500/year

Years 16 - 25:

\$1,000/year

Beginning in the 4th consecutive year of employment, contributions will be made to eligible, active employees and contributed to the School District sponsored Retiree Health Reimbursement Arrangement, (HRA) on behalf of the eligible employee in June of each year. An employee will become vested in School District contributions and accrued interest upon successful completion of their 15th year of service. If separation of service occurs prior to completing 15 years of service, any District contributions will remain with the district to be used to offset any current and or future District liabilities. Upon becoming vested in the account and upon separation of service, disbursements for the reimbursement of eligible expenses are governed in accordance with IRS rules and regulations.

<u>Section 8. Dental Insurance</u>: Access to the dental insurance plan for non-certified employees working more than 30 hours per week is made available through the employer will be provided at the employee's cost by payroll deduction. There will be no District contribution for dental Insurance.

Section 9. 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 benefit by an insurance carrier.

ARTICLE IV: LEAVES

Section 1. Sick Leave:

Sick leave is earned by full time employees at the rate of one (1) day per month and is accumulative, up to nine (9) days per year for 9-month positions. Sick leave may be used for self, spouse, child and anyone listed under Minn. Stat 181.9413.

Section 2. Proof of Illness

The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, 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. Sick leave with pay may be granted when illness, accident, or emergencies in the immediate family necessitates an employee's absence.

Section 3. Family and Medical Leave Act (FMLA)

Employees shall be eligible for the Family and Medical Leave Act if they, their spouse, child or parent suffers from a serious health condition in which the employee is required to provide care. The military family leave provisions of the Family and Medical Leave Act (FMLA) entitle eligible employees of covered employers to take FMLA leave for any "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces, or to care for a service member with a serious injury or illness if the employee is the service member's spouse, son, daughter, parent or next of kin. The FMLA process will be subject to District policy and practice and in accordance with law.

Section 4. Wellness Program

Employees may be eligible for sick leave buy-back based on their unused sick leave balance and their annual usage. The number of days to be repurchased by the District and paid to the employee will be based on:

- The employee's lowest balance of available hours of sick pay during the preceding year; September 1st of the previous year through August 31st of the present year, and
- The employee must use no more than five (5) sick leave days during the same time period.
- This pay shall be paid out once per year on the first pay period of December. The number of days repurchased by the District will then be reduced from the employee's sick leave balance. The employee's current straight time rate of pay will be used to calculate the additional pay.

Employees who have maintained an unused number of sick leave balance as below and have used no more than five (5) sick leave days in the preceding year, September 1st through August 31st.	Shall have the following sick leave days repurchased /paid.
250 hours	1 day
400 hours	3 days

Section 5. Other Leaves of Absence:

The School Board may grant other leaves of absence, in accordance with policy and state and federal law.

Section 6. Bereavement Leave:

Subject to the approval of the Superintendent or designee, employees shall be granted up to five (5) days of bereavement leave. Leave for bereavement shall be allowed for death in the employee's immediate family. Immediate family is defined as the employee's spouse, children, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or employee's spouse, or other relatives living in the same household of the employee. Additional bereavement may be granted by the Superintendent or designee as a deduction from sick time.

Section 7. Worker's Compensation:

Pursuant to Minnesota state law, 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 to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Section 8. Insurance Application:

An employee on unpaid leave outside of FMLA is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

<u>Section 9. Credit</u>: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which the employee had accrued at the time the employee went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 10. Jury Duty: An employee may be excused without loss of pay to appear in court and to serve on jury duty. In the event of jury duty, all sums received by the employee as reimbursement, except mileage, from the County will be turned over to the School District in lieu of having the day deducted from sick leave credit.

Section 11. Personal Leave: At the beginning of each school year, each Head Cook shall be credited with two (2) days of personal leave. Head cooks will be allowed to carry forward two (2) days and accumulate personal leave up to four (4) days. Beginning on the 10th year of employment as a District Employee, personal leave shall increase to three (3) days of personal leave and can accumulate personal leave up to four (4) days. Head Cooks planning to use personal leave shall notify her/his supervisor as early as possible, but at least three days in advance except in an emergency.

<u>Section 12. Emergency Leave</u>: An employee may be excused without loss of pay to appear in court, or for other demanding personal reasons at the discretion of the Superintendent or his/her designee. Requests for emergency leave are to be submitted to the Superintendent or his/her designee. Granted leave

may be subtracted from sick leave depending on the situation considered.

<u>Section 13. Reporting Absences</u>: All absences must be reported to the person for whom you work, or in the event of their absence, to the Director of Nutrition Services. These reports should be made at least 1 hour before regular working time so a substitute worker can be procured. In an emergency, notification should be made as soon as possible. All absences should be recorded.

<u>Section 14. Medical Leave of Absence</u>: Leave of absence may be granted for medical reasons for a period of time not to exceed six (6) months. Such leave of absence must be approved by action of the School Board.

Section 15. Unpaid Leave: Unexcused and excused absences, where leave benefits have been exhausted, are deducted from salary. Where it does not seriously disrupt operations or create a vacancy for which the District cannot secure an adequate replacement, a Head Cook may take a maximum of five (5) days in a school year at a full daily rate deduction. These days shall be cumulative.

<u>Subdivision. 1</u>. Five (5) days is the maximum any employee may be away from work at full salary deduction. The only exception to this is for unusual circumstances that would be approved only by the authorization of the Director of Nutrition Services.

<u>Subdivision. 2</u>. Employees who takes more than five (5) days without approval will be subject to disciplinary action.

<u>Subdivision 3</u>. An employee must submit a written request for unpaid leave (deduct) days to the Supervisor at least three (3) working days prior to the start of the leave except in cases of emergency. The request must state the dates, purpose and identify if there will be any other deduct time needed for the remainder of the school year.

ARTICLE VI: SEPARATION

A minimum of a two weeks' notice of intention to should be given by an employee. A written notice of resignation or retirement shall be provided to the Director of Nutrition Services and the Human Resources Department.

ARTICLE VII: HOLIDAYS

Section 1. Holidays: Employees will receive pay for the following holidays:

Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Day
Good Friday
Memorial Day

July 4 (Only for those Head Cooks working the summer session)

Section 2. Holiday Pay:

- 1. If a staff member is ill the entire workweek, which contains a holiday, holiday pay will be allowed with a doctor's excuse.
- 2. Paid hours will equal regular work assignment hours only if the employee is in paid status the working day before or the working day after the respective holiday.

ARTICLE VIII: 403(b) ANNUITY MATCHING PROGRAM

Head Cooks working a minimum of 35 hours per week, shall be eligible to participate in the 403(b) annuity matching program as defined in this Article.

<u>Section 1. District Match</u>: The District matching contribution to such program shall be in the amount as set forth in Section 2 below, but will not exceed a lifetime contribution cap per employee of \$30,000.

<u>Subdivision 1. Part-time and Temporary Employees</u>: Part-time and temporary employees are not eligible to participate in this plan and cannot count their part-time or temporary service years toward eligibility.

Subdivision 2. Employee on Authorized Unpaid Leave: If an employee is on authorized unpaid leave for an entire school year and received no portion of his/her annual salary, he/she does not have the right to participate. An employee, receiving no portion of his/her annual salary, cannot authorize withholding of his/her matching contribution: therefore, the district will make no contribution.

<u>Section 2. Head Cook Match</u>: Eligible and participating employees must elect to participate in 403(b) annuity matching program pursuant to the annuity plan requirements at the beginning of the plan year. The District matching contribution to employees participating in the 403(b) annuity matching program shall be as follows:

Years of District Employment	District Match
0-3	\$0.00
4-8	\$390.00
9-12	\$630.00
13-16	\$1,110.00
17-26	\$1,590.00
27+	\$0.00

The District will make the foregoing matching contribution to only those employees choosing to participate in an approved employee's 403(b) annuity account offered by the District as outlined above. The District's matching contribution will be dollar-for- dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career District contribution as set out above. Employees may contribute any dollar amount in excess of the maximum yearly district match, but the annual limit on the amount individual employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder. If an employee chooses to not match the district annual contribution, the unmatched portion is forfeited.

The employee's elected contribution for the plan year (September 1 to the following August 31) shall be divided and withheld equally over the pay periods for the plan year.

<u>Section 3. Approved Plans</u>: The District will make matching contributions only to annuity plans offered by vendors mutually agreed to by School District and Education Minnesota Brainerd.

Section 4. Election: Eligible and participating employees must make application for participation in the 403(b) annuity matching program each year by September 1 for that school year. The plan year shall be from September 1 to the following August 31. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is irrevocable for that plan year and will continue each subsequent year unless modified by the employee who must notify the District and annuity carrier.

Section 5. Death of a Participant: If a participant dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

<u>Section 6. Leaving the District</u>: Employees who, for whatever reason, leave the service of the School District prior to retirement shall retain ownership of District contributions and personal contributions made on their behalf to the date of separation. The District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

Section 7. Applicable Laws: The 403(b) annuity matching program of Independent School District No. 181 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S.C. @ 403(b). It is understood that the District's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the District pursuant to the Article.

ARTICLE X: DURATION

This Agreement shall remain in full force and effect for a period commencing July 1, 2022 through June 30, 2024 and thereafter until modifications are made. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

Independent School District No. 181

Smerintendent of Schools

School Board Chair

School Board Clerk

APPENDIX A – WAGE SCHEDULE

2022-2023

Step	7 hours All Elementary except Riverside and Baxter	8 hours Riverside and Baxter	8 hours Forestview	8 hours Brainerd High School
1	\$17.16 (\$2,362.32)	\$17.43 (\$2,741.76)	\$18.43 (\$2,899.04)	\$18.80 (\$2,958.00)
2	\$17.52 (\$2,411.28)	\$17.83 (\$2,806.02)	\$18.97 (\$2,984.52)	\$19.35 (\$3,044.70)
3	\$18.20 (\$2,506.14)	\$18.39 (\$2,892.72)	\$19.53 (\$3,073.26)	\$19.91 (\$3,132.42)
4	\$25.05 (\$3,447.96)	\$25.42 (\$3,999.10)	\$29.14 (\$4,584.76)	\$29.57 (\$4,651.75)

2023-2024

Step	7 hours All Elementary except Riverside and Baxter	8 hours Riverside and Baxter	8 hours Forestview	8 hours Brainerd High School
1	\$17.50	\$17.77	\$18.80	\$19.18
2	\$17.87	\$18.19	\$19.35	\$19.74
3	\$18.57	\$18.75	\$19.92	\$20.31
4	\$25.42	\$25.80	\$29.58	\$30.01

Additional Rates of Pay: Longevity payments are based on years of District Service.

Longevity	Wage increase: 7 hours per day	Wage increase: 8 hours per day
11-15 years	\$0.58 (\$80/month)	\$0.51 (\$80/month)
16-20	\$0.73 (\$100/month)	\$0.64 (\$100/month)
21+	\$0.87 (\$120/month)	\$0.76 (\$120/month)

		Wage increase: 8 hours per day	
Level B	\$0.15 (\$20/month)	\$0.13 (\$20/month)	