

## Special Meeting

Monday, December 19, 2022 5:30 PM

High School Media Center, 810 First Street North, Pine River, MN 56474

1. **Call to Order and Pledge to Flag**

**Speaker(s):** Board  
Chair

2. **Discussion Items**

2.1. Health Services Addition - DCD Classroom  
Remodel

2.2. Worlds Best Workforce Report

2.3. Wage increase for food service staff

3. **Action Items**

**Speaker(s):** Board  
Chair

3.1. Approve a Memorandum of Agreement with School  
Service Employees International Union, Local #284

3.2. Approve a 2023-2025 Master Agreement with  
School Service Employees International Union,  
Local #284

3.3. Approve Letters of Assignment with Food Service  
Staff Effective January 1, 2023

3.4. Approve 2023-2025 Letters of Assignment with  
Food Service Staff

3.5. Approve \$2 an Hour Increase to Short Hour Food  
Service Staff Effective January 1, 2023.

3.6. Approve the 2023-2024 School Calendar

4. **Motion per Minnesota State Law 13D.05 to Close  
Meeting in Order to Perform an Evaluation on  
Jonathan Clark, Superintendent**

5. **Reopen Meeting**

6. **Adjourn**

# PINE RIVER BACKUS SCHOOLS -ADDITION & REMODEL

## PROJECT TEAM

### OWNER

PINE RIVER BACKUS SCHOOL  
401 MURRAY AVE  
PINE RIVER, MN 56474

### DESIGN-BUILDER

NOR-SON, INC.  
7900 HASTINGS ROAD  
BAXTER, MN 56425  
PHONE: 218-828-1722  
FAX: 218-828-0487

CONTACT: DAVE LINDER

### ARCHITECT

NOR-SON, INC.  
7900 HASTINGS ROAD  
BAXTER, MN 56425  
PHONE: 218-828-1722

CONTACT: ERIC LARSON

### CONSULTANTS

SANDMAN STRUCTURAL ENGINEERS  
517 NW 4th STREET, SUITE 113  
BRAINERD, MN 56401  
PHONE: 218-227-0022

CONTACT: JUSTIN SCHOENBERG

THE DESIGN GROUP, INC.  
3316TH AVE SW  
CHISHOLM, MN 55719  
PH:218-262-1959

CONTACT: OTTO MAKI

KRAMER LEAS DELEO  
1120 INDUSTRIAL PARK ROAD  
BRAINERD, MN 56401  
PHONE: 218-461-2127

CONTACT: TONY POHL, PE



## CODE SUMMARY

PROPOSED USE: NURSE OFFICE, DCD ROOM  
OCCUPANCY: EDUCATIONAL  
CONSTRUCTION TYPE: II-B  
FIRE PROTECTION: FULLY SPRINKLERED NFPA 13

# OF OCCUPANTS: 22

## APPLICABLE CODES

2020 MINNESOTA STATE BUILDING CODE, INCLUDING:

- 1300 MINNESOTA BUILDING CODE ADMINISTRATION (MBCA)
- 1301 BUILDING OFFICIAL CERTIFICATION
- 1302 STATE BUILDING CODE CONSTRUCTION APPROVALS
- 1303 SPECIAL PROVISIONS
- 1305 MINNESOTA BUILDING CODE (MBC)
- 1306 SPECIAL FIRE PROTECTION SYSTEMS
- 1315 MINNESOTA ELECTRICAL CODE
- 1341 MINNESOTA ACCESSIBILITY CODE (MAC)
- 1346 MINNESOTA MECHANICAL CODE (MMC)
- 4714 MINNESOTA PLUMBING CODE (MPC)
- 1322 AND 1323 MINNESOTA ENERGY CODES (MREC AND MCEC)
- 5230 MINNESOTA HIGH PRESSURE PIPING SYSTEMS

COMPLIANCE WITH APPLICABLE CODES IS REQUIRED. NOTHING IN THESE DOCUMENTS IS INTENDED TO RUN CONTRARY TO THE APPLICABLE CODES OR OTHER REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION. ALL REFERENCED CODES ARE THE MOST RECENT EDITIONS ADOPTED. LOCAL, COUNTY, STATE, AND FEDERAL CODES, ORDINANCES, LAWS, REGULATIONS, AND RESTRICTIVE COVENANTS SHALL GOVERN THE WORK.

TABLE 601 FIRE-RESISTANCE RATING REQUIREMENT FOR BUILDING ELEMENTS

BUILDING ELEMENT	TYPE I		TYPE II		TYPE II		TYPE IV		TYPE V	
	A	B	A	B	A	B	HT	A	B	
PRIMARY STRUCTURAL FRAME	3	2	1	0	1	0	1/HT	1	0	
BEARING WALLS										
EXTERIOR	3	2	1	0	2	2	2	1	0	
INTERIOR	3	2	1	0	1	0	1/HT	1	0	
NONBEARING WALLS AND PARTITIONS										
EXTERIOR	SEE TABLE 602									
INTERIOR	0	0	0	0	0	0	SEE SECTION 602.4.6	0	0	
FLOOR CONSTRUCTION AND SECONDARY MEMBERS (SEE SECTION 202 IBC)	2	2	1	0	1	0	HT	1	0	
ROOF CONSTRUCTION AND SECONDARY MEMBERS (SEE SECTION 202 IBC)	1 1/2	1	1	0	1	0	HT	1	0	



SHEET NUMBER	SHEET NAME	ISSUE DATE	REVISION DATE	DESCRIPTION	
G000	TITLE SHEET	12/07/2022			
G001	GENERAL INFORMATION & BUILDING SYSTEMS	12/07/2022			
G002	ACCESSIBILITY STANDARDS	12/07/2022			
G003	FIRE / LIFE SAFETY PLAN	12/07/2022			
C1.0	PLAN LEGEND & DETAILS	12/02/2022			
C2.0	EXISTING CONDITIONS & REMOVALS	12/02/2022			
C3.0	SITE & GRADING PLAN	12/02/2022			
S001	STRUCTURAL NOTES	11/18/2022			
S002	SPECIAL INSPECTIONS	11/18/2022			
S101	FOUNDATION PLAN	11/18/2022			
S201	ROOF FRAMING PLAN	11/18/2022			
S301	FOUNDATION DETAILS	11/18/2022			
S401	FRAMING DETAILS	11/18/2022			
D110	VESTIBULE DEMO PLAN	12/07/2022			
A100	OVERALL KEY PLAN	12/07/2022			
A101	DCD ROOM FLOOR PLANS	12/07/2022			
A103	NURSE STATION FLOOR PLAN	12/07/2022			
A300	BUILDING ELEVATIONS	12/07/2022			
A310	BUILDING SECTIONS	12/07/2022			
A490	EXTERIOR DETAILS	12/07/2022			
A600	DOOR SCHEDULE & ELEVATIONS	12/07/2022			
A701	DCD INTERIOR ELEVATIONS	12/07/2022			
A702	NURSE STATION INTERIOR ELEVATIONS	12/07/2022			
A810	REFLECTED CEILING PLAN	12/07/2022			
MEP100	EQUIPMENT SCHEDULE	11/29/2022			
MEP200	NURSE STATION MECHANICAL, ELECTRICAL, PLUMBING ROOF PLAN	11/29/2022			
MP000	DCD ROOM MECHANICAL DEMOLITION	11/29/2022			
MP001	NURSE STATION MECHANICAL DEMOLITION PLAN	11/29/2022			
P100	DCD ROOM PLUMBING PLANS	11/29/2022			
P101	NURSE STATION PLUMBING PLANS	11/29/2022			
P102	NURSE STATION RISER PLANS	11/29/2022			
P103	PLUMBING REFERENCE PLAN ( GAS SERVICE LOCATION)	11/29/2022			
P104	PLUMBING REFERENCE PLAN (WATER PIPING)	11/29/2022			
M100	DCD ROOM HVAC & PIPING PLAN	11/29/2022			
M101	NURSE STATION HVAC & PIPING PLAN	11/29/2022			
M102	NURSE STATION MECHANICAL DETAILS	11/29/2022			
E000	DCD ROOM ELECTRICAL DEMOLITION PLAN	11/29/2022			
E001	NURSE STATION ELECTRICAL DEMOLITION PLAN	11/29/2022			
E100	DCD ROOM ELECTRICAL PLAN	11/29/2022			
E101	NURSE STATION HVAC & PIPING PLAN	11/29/2022			
E102	NURSE STATION MECHANICAL DETAILS	11/29/2022			
E103	ELECTRICAL REFERENCE PLAN (ELECTRICAL SERVICE LOCATION)	11/29/2022			

## GENERAL NOTES:

- THE CONTRACT DOCUMENTS, INCLUDING DRAWINGS, SPECIFICATIONS, AND ANY SUBSEQUENTLY ISSUED ADDENDA OR FIELD BULLETIN ARE COMPLEMENTARY DOCUMENTS. WHAT IS REQUIRED BY ONE SECTION, DRAWING, OR DETAIL IS REQUIRED BY ALL.
- PERFORMANCE BY THE CONTRACTOR SHALL BE REQUIRED ONLY TO THE EXTENT CONSISTENT WITH THE CONTRACT DOCUMENTS AND REASONABLY INFERRABLE FROM THEM AS BEING NECESSARY TO PRODUCE THE INDICATED RESULTS.
- THE CONTRACTOR SHALL PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL VISIT THE SITE, BECOME GENERALLY FAMILIAR WITH THE LOCAL CONDITIONS UNDER WHICH THE WORK WILL BE PERFORMED, AND CORRELATED THEIR PROFESSIONAL OBSERVATIONS WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- BEFORE STARTING EACH PORTION OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE VARIOUS CONTRACT DOCUMENTS, TAKE FIELD MEASUREMENTS OF EXISTING CONDITIONS, AND OBSERVE CONDITIONS AT THE SITE AFFECTING THE WORK. THESE OBLIGATIONS ARE FOR THE PURPOSE OF FACILITATING COORDINATION AND CONSTRUCTION.
- THE CONTRACTOR SHALL PROMPTLY REPORT TO THE ARCHITECT ANY ERRORS, INCONSISTENCIES, OR OMISSIONS DISCOVERED OR MADE KNOWN TO THE CONTRACTOR AS A REQUEST FOR INFORMATION (RFI).
- THE CONTRACTOR SHALL PROMPTLY REPORT TO THE ARCHITECT ANY NON-COMFORMITY WITH APPLICABLE LAWS, STATUTES, ORDINANCES, CODES, RULES AND REGULATIONS DISCOVERED OR MADE KNOWN TO THE CONTRACTOR AS A REQUEST FOR INFORMATION (RFI).
- THE PURPOSE OF SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND SIMILAR SUBMITTALS IS TO DEMONSTRATE HOW THE CONTRACTOR PROPOSES TO CONFORM TO THE INFORMATION GIVEN AND THE DESIGN CONCEPT EXPRESSED IN THE CONTRACT DOCUMENTS.
- BY SUBMITTING SHOP DRAWINGS, PRODUCT DATA, AND SIMILAR SUBMITTALS, THE CONTRACTOR REPRESENTS THAT THE CONTRACTOR HAS (1) REVIEWED AND APPROVED THEM, (2) DETERMINED AND VERIFIED MATERIALS, FIELD MEASUREMENTS, AND FIELD CONSTRUCTION CRITERIA RELATED THERETO AND (3) CHECKED AND COORDINATED THE INFORMATION CONTAINED WITHIN SUCH SUBMITTALS WITH THE REQUIREMENTS OF THE WORK AND OF THE CONTRACT DOCUMENTS.
- THE ARCHITECT'S REVIEW OF SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES IS CONDUCTED FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH INFORMATION GIVEN AND THE DESIGN CONCEPT EXPRESSED IN THE CONTRACT DOCUMENTS. REVIEW OF SUCH SUBMITTALS IS NOT CONDUCTED FOR THE PURPOSE OF DETERMINING THE ACCURACY OR COMPLETENESS OF OTHER DETAILS SUCH AS DIMENSIONS OR QUANTITIES, OR FOR SUBSTANTIATING INSTRUCTIONS FOR INSTALLATION OR PERFORMANCE OF EQUIPMENT OR SYSTEMS.
- THE ARCHITECT AND ARCHITECT'S CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE, INCLUDING THE DRAWINGS AND SPECIFICATIONS, AND RETAIN ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS IN THEIR INSTRUMENTS OF SERVICE, INCLUDING COPYRIGHTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
- THE CONTRACTOR SHALL TAKE REASONABLE PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE REASONABLE PROTECTION TO PREVENT DAMAGE, INJURY, OR LOSS TO: (1) EMPLOYEES ON THE WORK AND OTHER PERSONS, (2) THE WORK AND MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, (3) OTHER PROPERTY AT THE SITE OR ADJACENT THERETO.

[P] TABLE 2902.1 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES

NO.	CLASSIFICATION	OCCUPANCY	DESCRIPTION	WATER CLOSETS (URINALS SEE SECTION 419.2 OF THE INTERNATIONAL PLUMBING CODE)		LAVATORIES		BATHTUBS/SHOWERS	DRINKING FOUNTAINS (SEE SECTION 410.1 OF THE INTERNATIONAL PLUMBING CODE)	OTHER
				MALE	FEMALE	MALE	FEMALE			
1	ASSEMBLY	A-2	NIGHTCLUBS, BARS, TAVERNS, DANCE HALLS AND BUILDINGS FOR SIMILAR PURPOSE	1 PER 40	1 PER 40	1 PER 75			1 PER 500	1 SERVICE SINK
1	ASSEMBLY	A-2	RESTAURANTS, BANQUET HALLS AND FOOD COURTS	1 PER 75	1 PER 75	1 PER 200			1 PER 500	1 SERVICE SINK
1	ASSEMBLY	A-4	COLISEUMS, ARENAS, SKATING RINKS, POOLS AND TENNIS COURTS FOR INDOOR SPORTING EVENTS AND ACTIVITIES.	1 PER 75 FOR THE FIRST 1500 AND 1 PER 120 FOR THE REMAINDER EXCEEDING 1500		1 PER 200	1 PER 150		1 PER 1000	1 SERVICE SINK
2	BUSINESS	B	BUILDINGS FOR THE TRANSACTION OF BUSINESS, PROFESSIONAL SERVICES, OTHER SERVICES INVOLVING MERCHANDISE, OFFICE BUILDINGS, BANKS, LIGHT INDUSTRIAL AND SIMILAR USES	1 PER 25 FOR THE FIRST 50 AND 1 PER 50 FOR THE REMAINDER EXCEEDING 50		1 PER 40 FOR THE FIRST 80 AND 1 PER 80 FOR THE REMAINDER EXCEEDING 80			1 PER 100	1 SERVICE SINK
3	EDUCATIONAL	E	EDUCATIONAL FACILITIES	1 PER 50		1 PER 50			1 PER 1000	1 SERVICE SINK
4	FACTORY AND INDUSTRIAL	F-1, F-2	STRUCTURES IN WHICH OCCUPANTS ARE ENGAGED IN WORK FABRICATING, ASSEMBLY OR PROCESSING OF PRODUCTS OR MATERIALS	1 PER 100		1 PER 100		SEE SECTION 411 OF THE INTERNATIONAL PLUMBING CODE	1 PER 400	1 SERVICE SINK
5	INSTITUTIONAL	I-1	RESIDENTIAL CARE	1 PER 10		1 PER 10		1 PER 8	1 PER 100	1 SERVICE SINK
5	INSTITUTIONAL	I-2	HOSPITAL, AMBULATORY NURSING HOME PATIENTS	1 PER ROOM		1 PER ROOM		1 PER 15	1 PER 100	1 SERVICE SINK
6	MERCANTILE	M	RETAIL STORES, SERVICE STATIONS, SHOPS, SALESROOMS, MARKETS AND SHOPPING	1 PER 500		1 PER 750			1 PER 1000	1 SERVICE SINK
7	RESIDENTIAL	R-1	HOTEL, MOTELS, BOARDING HOUSES (TRANSIENT)	1 PER SLEEPING UNIT		1 PER SLEEPING UNIT		1 PER SLEEPING UNIT	-----	1 SERVICE SINK
			REQUIRED:	1	1	1	1			PROVIDED IN EXISTING BUILDING
			PROVIDED:	2	2	2	2			PROVIDED IN EXISTING BUILDING

TABLE 803.9 INTERIOR WALL AND CEILING FINISH BY OCCUPANCY

GROUP	SPRINKLERED			NONSPRINKLERED		
	EXIT ENCLOSURES AND EXIT PASSAGEWAYS	CORRIDORS	ROOMS AND ENCLOSED SPACES	EXIT ENCLOSURES AND EXIT PASSAGEWAYS	CORRIDORS	ROOMS AND ENCLOSED SPACES
A-1 & A-2	B	B	C	A	A	B
A-3, A-4, A-5	B	B	C	A	A	C
B, E, M, R-1	B	C	C	A	B	C
R-4	B	C	C	A	B	B
F	C	C	C	B	C	C
H	B	B	C	A	A	B
I-1	B	C	C	A	A	B
I-2	B	B	B	A	A	B
I-3	A	A	C	A	A	B
I-4	B	B	B	A	A	B
R-2	C	C	C	B	B	C
R-3	C	C	C	C	C	C
S	C	C	C	B	B	C
U	NO RESTRICTIONS			NO RESTRICTIONS		

CLASS A: FLAME SPREAD INDEX 0-25; SMOKE DEVELOPED INDEX 0-450  
CLASS B: FLAME SPREAD INDEX 26-75; SMOKE DEVELOPED INDEX 0-450  
CLASS C: FLAME SPREAD INDEX 75-200; SMOKE DEVELOPED INDEX 0-450

PINE RIVER BACKUS SCHOOLS -ADDITION & REMODEL

PINE RIVER, MN

### PERMIT SET

PRINTED: 12/13/2022 10:14:09 AM

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

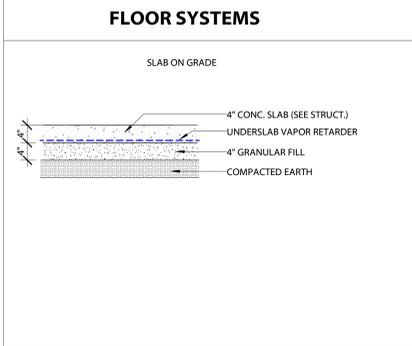
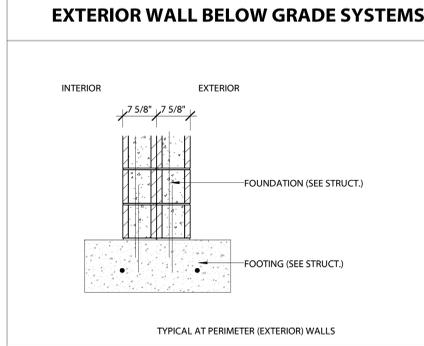
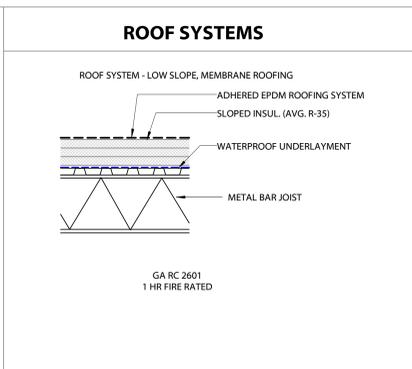
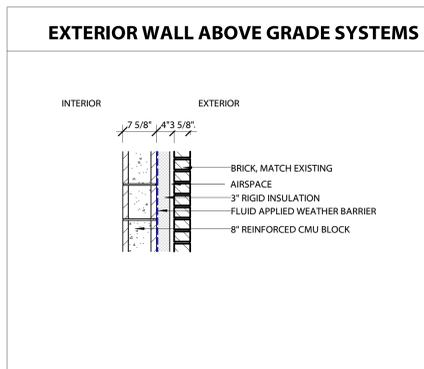
ERIC LARSON  
LIC# 47862 12/07/2022

PROJECT NUMBER: 3940  
ISSUED: 12/07/2022

REVISION DATE

### TITLE SHEET

# G000



### MATERIAL LEGEND

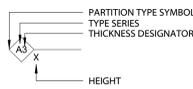
	ALUMINUM		METAL
	ACOUSTIC MATERIAL		ORIENTED STRAND BOARD (OSB)
	BRICK VENEER		PLYWOOD
	C.P. CONCRETE OR PRECAST CONCRETE		WOOD - FINISH
	GROUT		WOOD - ROUGH
	CONCRETE MASONRY UNIT		STONE
	EARTH		INSULATION - RIGID
	EXISTING		INSULATION - BLOWN
	GRANULAR FILL		INSULATION - BATT
	GYPSON WALL BOARD (GWB)		INSULATION - BLOWN IN BATT (BIBS)

### SYMBOLS LEGEND

	BUILDING SECTION CUT		WALL TYPES		BREAK LINE
	WALL SECTION CUT		ROOM OPENING NUMBER		ALIGN SYMBOL
	DETAIL CUT		ROOM NAME ROOM NUMBER		OPENING
	DETAIL AREA		REVISION TAG WITH CLOUD		
	ENLARGED PLAN		NEW DOOR		
	EXTERIOR ELEVATIONS		WINDOW TYPE		
	INTERIOR ELEVATIONS		VERTICAL HEIGHT IDENTIFIER		

### INTERIOR PARTITION SYSTEMS:

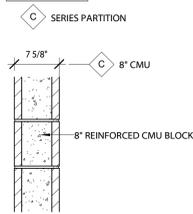
#### PARTITION TYPES SYMBOL LEGEND:



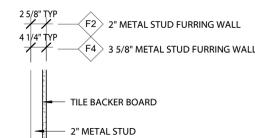
#### GENERAL INTERIOR PARTITION NOTES

- PARTITIONS TO EXTEND TO UNDERSIDE OF ROOF STRUCTURE UNLESS NOTED OTHERWISE.
- EXTEND FIRE RATED WALLS TO BOTTOM OF STRUCTURE W/ FIRE SEALANT & FIRE CAULKING AS REQUIRED.
- PROVIDE MOISTURE RESISTANT (OR TILE BACKER BOARD AT WALL TILE LOCATIONS) IN LIEU OF STANDARD GYPSUM BOARD AT RESTROOMS AND/OR CUSTODIAL AREAS.

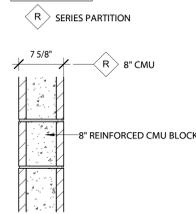
#### INTERIOR WALL



#### INTERIOR WALL



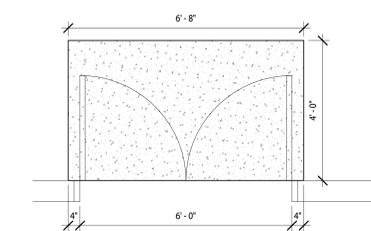
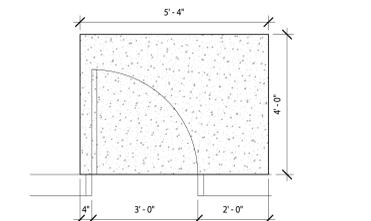
#### INTERIOR WALL



2 HOUR FIRE RATING  
IBC TABLE 722.3.2 MIN. EQUIVALENT THICKNESS OF CONCRETE MASONRY WALLS  
(2 HOUR FIRE-RESISTANCE RATING)  
PUMICE OR EXPANDED SLAG = 3.2  
EXPANDED SHALE, CLAY OR SLATE = 3.6  
LIMESTONE, CINDERS OR UNEXPANDED SLAG = 4.0  
(EQUIVALENT THICKNESS OF 8\"/>

### MINIMUM STOOP DIMENSIONS

\*PROVIDE MIN. STOOP SIZES UNLESS SHOWN OTHERWISE ON PLANS.



#	POUND OR NUMBER	DBL	DOUBLE
&	EXISTING	DEPT	DEPARTMENT
@	ANGLE	DF	DRINKING FOUNTAIN
∅	DIAMETER OR ROUND	DIA	DIAMETER
*		DIAG	DIAGONAL
AB	ANCHOR BOLTS	DIM	DIMENSION
ACS-PNL	ACCESS PANEL	DISP	DISPENSER
ACST	ACOUSTICAL	DN	DOWN
ACT	ACOUSTICAL CEILING TILE	DR	DOOR
ADJ	ADJUSTABLE	DS	DOWNSPOUT
AFF	ABOVE FINISH FLOOR	DW	DISHWASHER
ALT	ALTERNATE	DWG	DRAWING
ALUM	ALUMINUM	DWR	DRAWER
ANOD	ANODIZE(D)	E	EAST
APPROX	APPROXIMATE	EA	EACH
ARCH	ARCHITECTURAL	EIFS	EXTERIOR INSULATION FINISH SYSTEM
AV	AUDIO VISUAL	EJ	EXPANSION JOINT
BB	BULLETIN BOARD	EL	ELEVATION (HEIGHT)
BBM	BOND BEAM	ELEC	ELECTRICAL
BD	BOARD	ELEV	ELEVATOR
BFE	BOTTOM FOOTING ELEVATION	EMER	EMERGENCY
BIBS	BLOWN-IN BATT INSULATION SYSTEM	ENR	ENTRANCE
BITUM	BITUMINOUS	EPDM	ETHYLENE PROPYLENE DIENE MONOMER
BLDG	BUILDING	EPT	EPOXY PAINT
BLKG	BLOCKING	EQ	EQUAL
BM	BEAM	EQUIP	EQUIPMENT
BOT	BOTTOM	EW	ELECTRIC WATER COOLER
BR C	BRICK COURSE	EXIST	EXISTING
BR L	BRICK LEDGE	EXP	EXPOSED
BRG	BEARING	EXT	EXTERIOR
BRK	BRICK	FC	BRK FACE BRICK
BSMT	BASEMENT	FD	FLOOR DRAIN
BUR	BUILT-UP ROOFING	FDN	FOUNDATION
CAB	CABINET	FE	FIRE EXTINGUISHER
CBD	CORKBOARD	FFE	FINISHED FLOOR ELEVATION
CBG	CORNER GUARD	FG	FIBERGLASS
CH	COAT HOOK	FHC	FIRE HOSE CABINET
CI	CAST IRON	FIN	FINISH
CJ	CONTROL JOINT	FIXT	FIXTURE
CL	CENTER LINE	FLASH	FLASHING
CLG	CEILING	FLG	FLOORING
CLO	CLOSET	FLR	FLOOR
CLR	CLEAR	FLUOR	FLUORESCENT
CMU	CONCRETE MASONRY UNIT	FOC	FACE OF CONCRETE
CNTR	COUNTER	FOF	FACE OF FINISH
CO	CASED OPENING	FOS	FACE OF STUD
COL	COLUMN	FR	FRAME
CONC	CONCRETE	FRMG	FRAMING
CONN	CONNECTION	FRNT	FRONT
CONSTR	CONSTRUCTION	FT	FOOT OR FEET
CONT	CONTINUOUS	FTG	FOOTING
CONTR	CONTRACTOR	FJRG	FURRING
CORR	CORRIDOR	FUT	FUTURE
CPT	CARPET	GA	GAGE
CS	COURSE	GALV	GALVANIZED
CSWK	CASEWORK	GB	GRAB BAR
CT	CERAMIC TILE	GC	GENERAL CONTRACTOR
CTR	CENTER		

GEN	GENERAL	GEN	GENERAL
GL	GLASS	GL	GLASS
GL BLK	GLASS BLOCK	GLU LAM	GLUE LAMINATED
GLZ	GLAZING	GR	GRADE
GWB	GYPSON WALL BOARD	GWB	GYPSON WALL BOARD
GYP	GYPSON	GYP	GYPSON
HB	HOSE BIB	HBD	HARDBOARD
HC	HOSE CABINET	HDW	HARDWARE
HCP	HANDICAPPED	HDWD	HARDWOOD
HD	HAND DRYER	HGT	HEIGHT
HMTB	HOLLOW METAL THERMALLY BROKEN	HM	HOLLOW METAL
HORIZ	HORIZONTAL	HMTB	HOLLOW METAL THERMALLY BROKEN
HR	HOUR	HORIZ	HORIZONTAL
HVAC	HEATING, VENTILATING, & AIR CONDITIONING	HR	HOUR
ID	INSIDE DIAMETER (DIM)	HVAC	HEATING, VENTILATING, & AIR CONDITIONING
IHM	INSULATED HOLLOW METAL	ID	INSIDE DIAMETER (DIM)
IN	INCH	IHM	INSULATED HOLLOW METAL
INS	INSIDE	IN	INCH
INSUL	INSULATION	INS	INSIDE
INT	INTERIOR	INSUL	INSULATION
JAN	JANITOR	INT	INTERIOR
JST	JOIST	JAN	JANITOR
JT	JOINT	JST	JOIST
KD	KNOCK DOWN	JT	JOINT
KIT	KITCHEN	KD	KNOCK DOWN
KP	KICK PLATE	KIT	KITCHEN
LAB	LABORATORY	KP	KICK PLATE
LAM	LAMINATE	LAB	LABORATORY
LAV	LAVATORY	LAM	LAMINATE
LBS	POUNDS	LAV	LAVATORY
LH	LEFT HAND	LBS	POUNDS
LKR	LOCKER	LH	LEFT HAND
LGT	LIGHT	LKR	LOCKER
LVR	LOUVER	LGT	LIGHT
M/S	MIRROR WITH SHELF	LVR	LOUVER
MACH	MACHINE	M/S	MIRROR WITH SHELF
MAS	MASONRY	MACH	MACHINE
MAX	MAXIMUM	MAS	MASONRY
MBD	MARKER BOARD	MAX	MAXIMUM
MBH	MOP & BROOM HOLDER	MBD	MARKER BOARD
MC	MEDICINE CABINET	MBH	MOP & BROOM HOLDER
MDF	MEDIUM DENSITY FIBERBOARD	MC	MEDICINE CABINET
MECH	MECHANICAL	MDF	MEDIUM DENSITY FIBERBOARD
MEMB	MEMBRANE	MECH	MECHANICAL
MET	METAL	MEMB	MEMBRANE
MFR	MANUFACTURER	MET	METAL
MH	MANHOLE	MFR	MANUFACTURER
MIN	MINIMUM	MH	MANHOLE
MIRR	MIRROR	MIN	MINIMUM
		MIRR	MIRROR

MISC	MISCELLANEOUS	MISC	MISCELLANEOUS
ML	MICROLAM	ML	MICROLAM
MO	MASONRY OPENING	MO	MASONRY OPENING
MTG	MOUNTING	MTG	MOUNTING
MULL	MULLION	MULL	MULLION
N	NORTH	N	NORTH
NE	NORTH EAST	NE	NORTH EAST
NIC	NOT IN CONTRACT	NIC	NOT IN CONTRACT
NO	NUMBER	NO	NUMBER
NOM	NOMINAL	NOM	NOMINAL
NTS	NOT TO SCALE	NTS	NOT TO SCALE
NW	NORTH WEST	NW	NORTH WEST
OA	OVERALL	OA	OVERALL
OC	ON CENTER	OC	ON CENTER
OD	OUTSIDE DIAMETER (DIM)	OD	OUTSIDE DIAMETER (DIM)
OF	OUTSIDE FACE	OF	OUTSIDE FACE
OFF	OFFICE	OFF	OFFICE
OH	OVERHEAD	OH	OVERHEAD
OPNG	OPENING	OPNG	OPENING
OPP	OPENING	OPP	OPENING
PCC	PRECAST CONCRETE	PCC	PRECAST CONCRETE
PERF	PERFORATED	PERF	PERFORATED
PL	PLATE	PL	PLATE
PLAM	PLASTIC LAMINATE	PLAM	PLASTIC LAMINATE
PLAS	PLASTER	PLAS	PLASTER
PLYWD	PLYWOOD	PLYWD	PLYWOOD
PNL	PANEL	PNL	PANEL
PR	PAIR	PR	PAIR
PREFIN	PREFINISHED	PREFIN	PREFINISHED
PT	PAINT	PT	PAINT
PTD	PAPER TOWEL DISPENSER	PTD	PAPER TOWEL DISPENSER
PTDR	PAPER TOWEL DISPENSER & RECEPTACLE (COMBINATION)	PTDR	PAPER TOWEL DISPENSER & RECEPTACLE (COMBINATION)
PTN	PARTITION	PTN	PARTITION
PTR	PAPER TOWEL RECEPTACLE	PTR	PAPER TOWEL RECEPTACLE
QT	QUARRY TILE	QT	QUARRY TILE
R	RADIUS	R	RADIUS
RB	RUBBER BASE	RB	RUBBER BASE
RB HK	ROBE HOOK	RB HK	ROBE HOOK
RC	RESILIENT CHANNEL	RC	RESILIENT CHANNEL
RCP	REFLECTED CEILING PLAN	RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN	RD	ROOF DRAIN
REC	RECESSED	REC	RECESSED
REF	REFERENCE	REF	REFERENCE
REF	REFRIGERATOR	REF	REFRIGERATOR
REG	REGISTER	REG	REGISTER
REINF	REINFORCED	REINF	REINFORCED
REQD	REQUIRED	REQD	REQUIRED
RET	RETURN	RET	RETURN
REV	REVISED (REVISIONS)	REV	REVISED (REVISIONS)
RH	RIGHT HAND	RH	RIGHT HAND
RM	ROOM	RM	ROOM
RO	ROUGH OPENING	RO	ROUGH OPENING
RT	RUBBER TILE OR TREAD	RT	RUBBER TILE OR TREAD
RV	ROOF VENT	RV	ROOF VENT
RWD	REDWOOD	RWD	REDWOOD
RWL	RAINWATER LEADER	RWL	RAINWATER LEADER
RWO	RAINWATER OVERFLOW	RWO	RAINWATER OVERFLOW

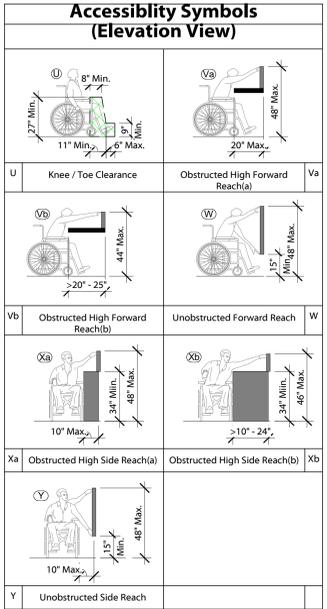
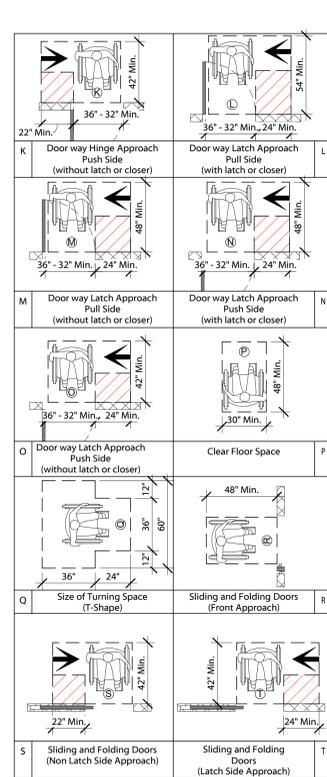
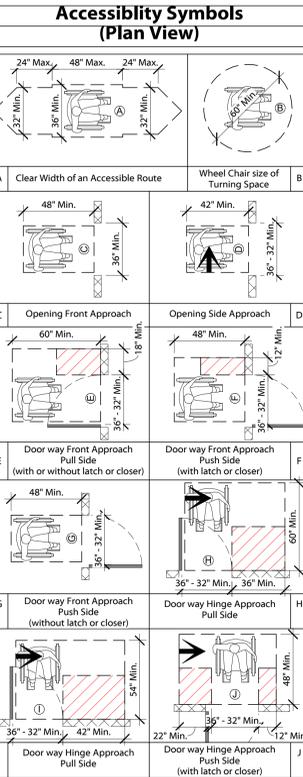
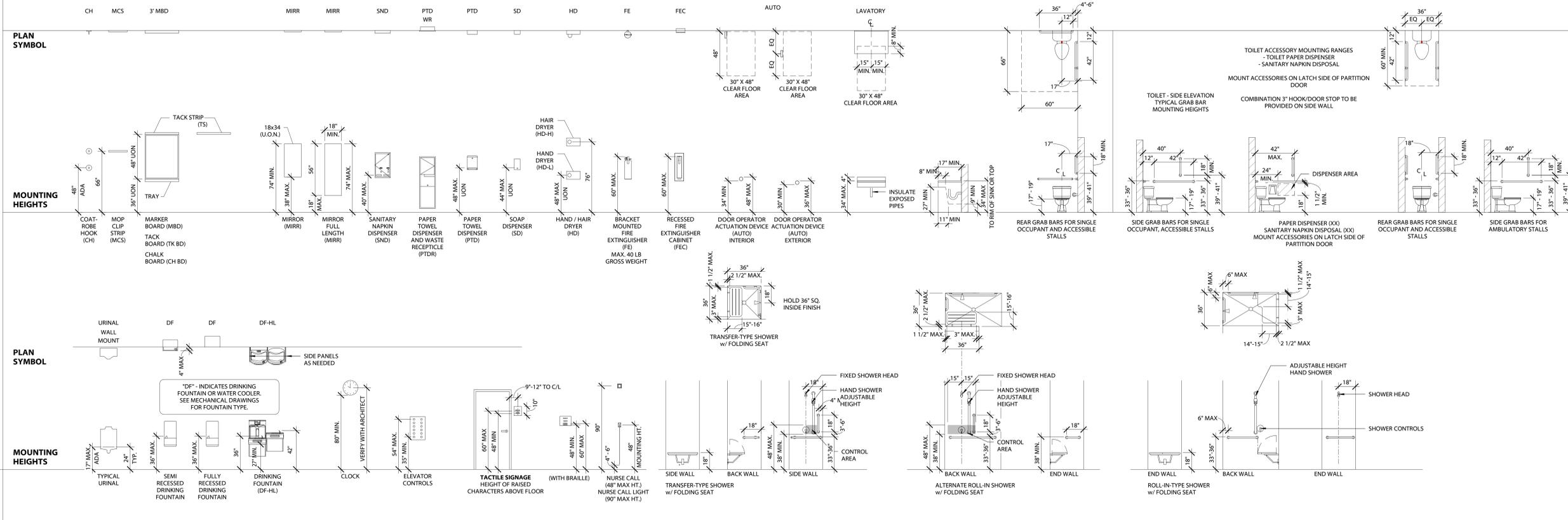
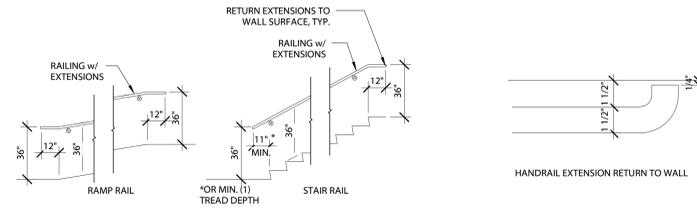
S	SOUTH	S	SOUTH
SAB	SOUND ATTENUATION BATTS	SAB	SOUND ATTENUATION BATTS
SCD	SEAT COVER DISPENSER	SCD	SEAT COVER DISPENSER
SCHED	SCHEDULE	SCHED	SCHEDULE
SD	SOAP DISPENSER	SD	SOAP DISPENSER
SE	SOUTH EAST	SE	SOUTH EAST
SECT	SECTION	SECT	SECTION
SF	SQUARE FOOT (FEET)	SF	SQUARE FOOT (FEET)
SHR	SHOWER	SHR	SHOWER
SHT	SHEET	SHT	SHEET
SHTG	SHEATHING	SHTG	SHEATHING
SHV	SHELVING	SHV	SHELVING
SIM	SIMILAR	SIM	SIMILAR
SLNT	SEALANT	SLNT	SEALANT
SLR	SEALER	SLR	SEALER
SND	SANITARY NAPKIN DISPENSER	SND	SANITARY NAPKIN DISPENSER
SNDU	SANITARY NAPKIN DISPOSAL UNIT	SNDU	SANITARY NAPKIN DISPOSAL UNIT
SPEC	SPECIFICATION	SPEC	SPECIFICATION
SQ	SQUARE	SQ	SQUARE
SS	SERVICE SINK	SS	SERVICE SINK
SST	STAINLESS STEEL	SST	STAINLESS STEEL
STA	STATION	STA	STATION
STD	STANDARD	STD	STANDARD
STL	STEEL	STL	STEEL
STOR	STORAGE	STOR	STORAGE
STRUCT	STRUCTURAL	STRUCT	STRUCTURAL
SUSP	SUSPENDED	SUSP	SUSPENDED
SW	SOUTH WEST	SW	SOUTH WEST
SYMM	SYMMETRICAL	SYMM	SYMMETRICAL
T	TREAD	T	TREAD
T&B	TOP AND BOTTOM	T&B	TOP AND BOTTOM
T&G	TONGUE AND GROOVE	T&G	TONGUE AND GROOVE
TB	TOWEL BAR	TB	TOWEL BAR
TD	TOWEL DISPENSER	TD	TOWEL DISPENSER
TEL	TELEPHONE	TEL	TELEPHONE
TER	TERRAZZO	TER	TERRAZZO
THK	THICKNESS	THK	THICKNESS
THRES	THRESHOLD	THRES	THRESHOLD
TK	BD TACK BOARD	TK	BD TACK BOARD
TLT PTN	TOILET PARTITION	TLT PTN	TOILET PARTITION
TOBRK	TOP OF BRICK	TOBRK	TOP OF BRICK
TOC	TOP OF CURB	TOC	TOP OF CURB
TOCMU	TOP OF CMU	TOCMU	TOP OF CMU
TOF	TOP OF FOOTING	TOF	TOP OF FOOTING
TOM	TOP OF MASONRY	TOM	TOP OF MASONRY
TOS	TOP OF SLAB	TOS	TOP OF SLAB
TOW	TOP OF WALL	TOW	TOP OF WALL
TPD	TOILET PAPER DISPENSER	TPD	TOILET PAPER DISPENSER
TPH	TOILET PAPER HOLDER	TPH	TOILET PAPER HOLDER
TR	TRANSMITTER	TR	TRANSMITTER
TS	TUBE STEEL	TS	TUBE STEEL
TV	TELEVISION	TV	TELEVISION
TYP	TYPICAL	TYP	TYPICAL
UL	UNDERWRITERS LABORATORIES	UL	UNDERWRITERS LABORATORIES
UNF	UNFINISHED	UNF	UNFINISHED
UON	UNLESS OTHERWISE NOTED	UON	UNLESS OTHERWISE NOTED
VAC	VACUUM	VAC	VACUUM
VAR	VARIABLE	VAR	VARIABLE

VB	VAPOR BARRIER	VB	VAPOR BARRIER
VB	VINYL BASE	VB	VINYL BASE
VCT	VINYL COMPOSITION TILE	VCT	VINYL COMPOSITION TILE
VENT	VENTILATOR	VENT	VENTILATOR
VERT	VERTICAL	VERT	VERTICAL
VEST	VESTIBULE	VEST	VESTIBULE
VIN	VINYL	VIN	VINYL
VRFY	VERIFY	VRFY	VERIFY
VWC	VINYL WALL COVERING	VWC	VINYL WALL COVERING
VWF	VINYL WALL FABRIC	VWF	VINYL WALL FABRIC

**TYPICAL PLAN SYMBOLS AND MOUNTING HEIGHTS LEGEND**

**GENERAL NOTES:**

- (1) THIS DRAWING CONTAINS STANDARD SYMBOLS. NOT ALL ITEMS APPEAR IN THESE DRAWINGS.
- (2) PROVIDE WOOD BLOCKING FOR MOUNTING OF WALL ATTACHED ITEMS INCLUDING, BUT NOT LIMITED TO:
  - GRAB BARS
  - CABINETS / SHELVING
  - TOILET PARTITIONS
  - ACCESSORIES
  - DOOR BUMPER STOPS
  - ROD AND SHELF LOCATIONS.
- (3) FOLLOW STANDARD MOUNTING HEIGHTS UNLESS OTHERWISE INDICATED



PINE RIVER BACKUS SCHOOLS - ADDITION & REMODEL

PINE RIVER, MN

PERMIT SET

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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

ERIC LARSON  
LIC# 47862 12/07/2022

PROJECT NUMBER: 3940  
ISSUED: 12/07/2022

REVISION	DATE

ACCESSIBILITY STANDARDS  
**G002**

**CODE INFORMATION**

AUTHORITY HAVING JURISDICTION: STATE OF MINNESOTA

**GOVERNING CODES:**

- 2020 MINNESOTA STATE BUILDING CODE
- 2018 INTERNATIONAL BUILDING CODE (IBC)
- 2015 MINNESOTA ACCESSIBILITY CODE
- 2012 IBC - CHAPTER 11 W/ MN AMENDMENTS
- 2009 ICC/ANSI A117.1 W/ MN AMENDMENTS
- 2011 NATIONAL ELECTRICAL CODE
- 2015 MN MECHANICAL AND FUEL GAS CODES
- 2020 MN STATE FIRE CODE
- 2020 MN CONSERVATION CODE
- 2012 MN PLUMBING CODE
- 2020 MN COMMERCIAL ENERGY CODE

COMPLIANCE WITH APPLICABLE CODES IS REQUIRED. NOTHING IN THESE DOCUMENTS IS INTENDED TO RUN CONTRARY TO THE APPLICABLE CODES OR OTHER REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION. ALL REFERENCED CODES ARE THE MOST RECENT EDITIONS ADOPTED. LOCAL, COUNTY, STATE, AND FEDERAL CODES, ORDINANCES, LAWS, REGULATIONS, AND RESTRICTIVE COVENANTS SHALL GOVERN THE WORK.

**TYPE OF CONSTRUCTION:**  
TYPE IIB, FULLY SPRINKLERED

**OCCUPANCY CLASSIFICATION:**  
E (EDUCATIONAL), PER SECTION 305.2 AND SECTION 308.5.1.3

**OCCUPANT LOAD PER BUILDING CODE:**  
TABLE 1004.5

**OCCUPANT LOAD:** 22

**FIRE PROTECTION:**  
PER MINNESOTA ADMINISTRATIVE RULES 1306.0030- GROUP E OCCUPANCIES WITH 2,000 OR MORE GROSS SQUARE FEET OF FLOOR AREA AND/OR WITH AN OCCUPANT LOAD OF 30 OR MORE ARE REQUIRED TO HAVE FIRE SUPPRESSION

**AUTOMATIC SPRINKLERS PER SECTION 903.3.1.1, FIRE ALARM WITH EMERGENCY VOICE/ALARM COMMUNICATION PER SECTION 907.2.3 & CARBON MONOXIDE DETECTION PER SECTION 915.1.4**

**CORRIDOR FIRE RESISTANCE RATING:**  
NOT REQUIRED IN USED GROUP E WHERE EACH CLASSROOM HAS A DOOR OPENING DIRECTLY TO THE EXTERIOR, SECTION 1020.1 EX 1

**PLUMBING FIXTURE REQUIREMENTS:**

**ADULT RESTROOMS**  
WATER CLOSETS = 1 PER 50 OCCUPANTS (TABLE 2902.1, NO. 3)  
REQUIRED: 22/50 = 0.44 PROVIDED: 4 WATER CLOSETS  
LAVATORIES = 1 PER 50 OCCUPANTS (TABLE 2901.2, NO. 3)  
REQUIRED: 22/50 = 0.44 PROVIDED: 4 LAVATORIES

**DRINKING FOUNTAINS:** 1 PER 100 OCCUPANTS ( TABLE 2902.1, NO.3)  
REQUIRED 22/100 = .22= 1 PROVIDED: 0 (PROVIDED IN EXISTING BUILDING)

**EGRESS WIDTH**  
TOTAL OCCUPANT LOAD: 22 OCCUPANTS (22 \* 2 = 4.4 INCHES)  
REQUIRED EGRESS WIDTHS: 2.2 INCHES  
EGRESS WIDTH PROVIDED: 52 INCHES

MINIMUM WIDTH OF ONE EXIT IS 36" (1005.3.2)

**EXIT ACCESS TRAVEL DISTANCE**  
MAXIMUM LENGTH (TABLE 1017.2): 250 FT

**BUILDING ENVELOPE ENERGY REQUIREMENTS**  
CLIMATE ZONE 7

ROOF ASSEMBLY: U 0.021  
ABOVE GRADE WALLS: WOOD FRAME = U 0.051  
SLAB ON GRADE FLOORS: UNHEATED = F.054  
OPAQUE DOORS (SWINGING): U-0.37

**SHGC:**  
PF = 0.26  
SEW ORIENTATION = 0.48  
N ORIENTATION = 0.58

**MAX AIR LEAKAGE RATE (CFM/FT<sup>2</sup>):**  
WINDOWS = 0.20  
SWINGING DOORS = 0.20  
STOREFRONT GLAZING = 0.06  
COMMERCIAL GLAZES SWINGING ENTRANCE DOORS = 1.00

PINE RIVER BACKUS SCHOOLS - ADDITION & REMODEL

PINE RIVER, MN

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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

ERIC LARSON  
LIC# 47862 12/07/2022

PROJECT NUMBER: 3940  
ISSUED: 12/07/2022

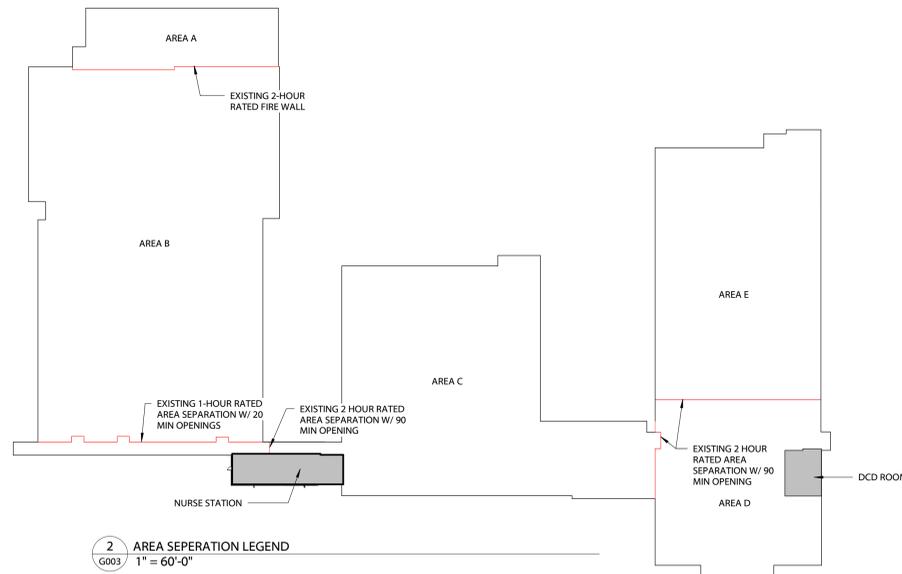
REVISION	DATE

FIRE / LIFE SAFETY PLAN

**G003**

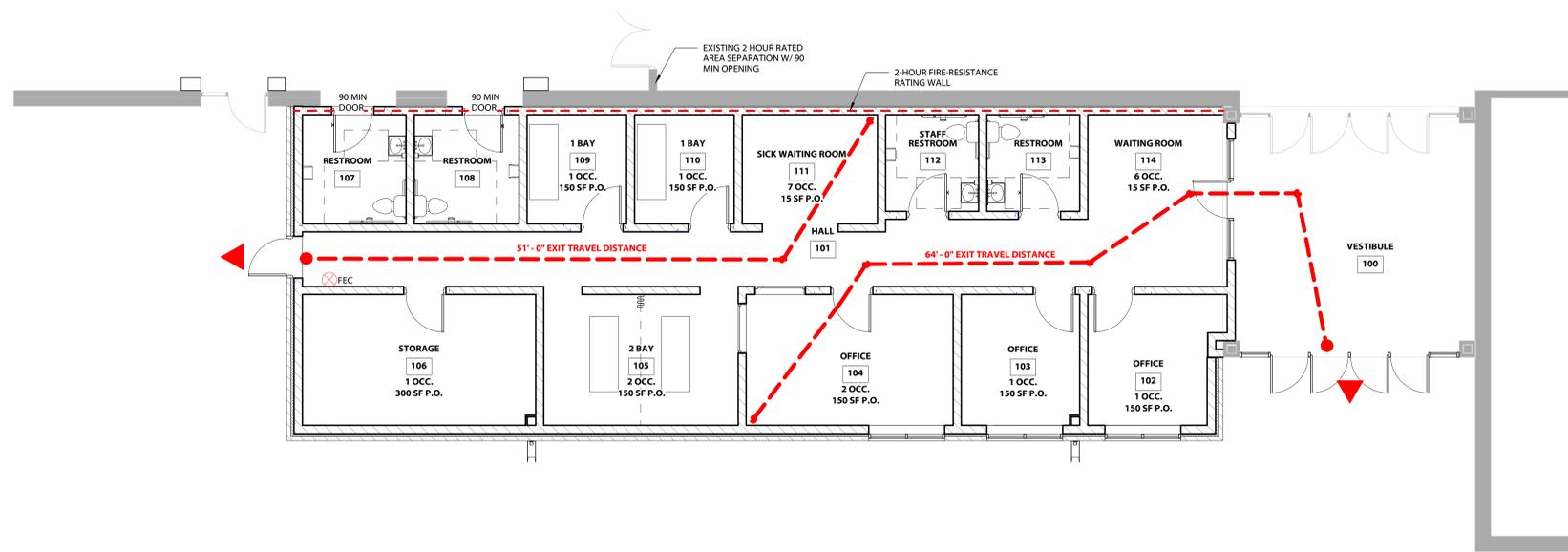
**LIFE SAFETY PLAN LEGEND:**

	EXIT ACCESS TRAVEL PATH
	EXIT DISCHARGE
	FIRE EXTINGUISHER - VFY TYPE 10 POUND, MULTI-PURPOSE DRY CHEMICAL UL 4A-80B-C
	EXIT SIGN
MAX. COMMON PATH OF EXIT TRAVEL: 75 FEET; IBC TABLE 1014.3	
EXIT ACCESS TRAVEL DISTANCE: 250 FEET, MAXIMUM; IBC TABLE 1016.2	



**2 AREA SEPERATION LEGEND**  
G003 1" = 60'-0"

<p><b>AREA A</b> OCCUPANCY: E EDUCATIONAL (1 STOREY BUILDING) CONSTRUCTION TYPE: TYPE II-B, FULLY SPRINKLED ALLOWABLE HEIGHT IN FEET: 75 (TABLE 504.3) ACTUAL HEIGHT: 15' +/- ALLOWABLE AREA: 63,075 SF WHERE: If=(F/P-0.25)W/30 F=282 ft P=469 ft If=[(282/469)-0.25]30/30 If=(0.60-0.25)30/30 If=0.35 allowable increase</p> <p>Aa=At + (Ns x If) Aa= 58,000 + (14,500 x 0.35) Aa= 63,075 ACTUAL AREA: 8,775 SF</p>
<p><b>AREA B</b> OCCUPANCY: E EDUCATIONAL (1 STOREY BUILDING) CONSTRUCTION TYPE: TYPE II-B, FULLY SPRINKLED ALLOWABLE HEIGHT IN FEET: 75 (TABLE 504.3) ACTUAL HEIGHT: 24' +/- ALLOWABLE AREA: 67,715 SF WHERE: If=(F/P-0.25)W/30 F=1006 ft P=1194 ft If=[(1006/1194)-0.25]30/30 If=(0.92-0.25)30/30 If=0.67 allowable increase</p> <p>Aa=At + (Ns x If) Aa= 58,000 + (14,500 x 0.67) Aa= 67,715 ACTUAL AREA: 66,610 SF</p>
<p><b>AREA C</b> OCCUPANCY: E EDUCATIONAL; A-3 ASSEMBLY (1 STOREY BUILDING) CONSTRUCTION TYPE: TYPE II-B, FULLY SPRINKLED ALLOWABLE HEIGHT IN FEET: 75 (TABLE 504.3) ACTUAL HEIGHT: 15' +/- ALLOWABLE AREA: 44,270 SF WHERE: If=(F/P-0.25)W/30 F=1034 ft P=1140 ft If=[(1034/1140)-0.25]30/30 If=(0.907-0.25)30/30 If=0.66 allowable increase</p> <p>Aa=At + (Ns x If) Aa= 38,000 + (9,500 x 0.66) Aa= 44,270 ACTUAL AREA: 43,909 SF (41,776 EXISTING + 2,133 ADDITION)</p>
<p><b>AREA D</b> OCCUPANCY: E EDUCATIONAL; A-3 ASSEMBLY (1 STOREY BUILDING) CONSTRUCTION TYPE: TYPE II-B, FULLY SPRINKLED ALLOWABLE HEIGHT IN FEET: 75 (TABLE 504.3) ACTUAL HEIGHT: 21' +/- ALLOWABLE AREA: 41,752 SF WHERE: If=(F/P-0.25)W/30 F=396.5 ft P=614 ft If=[(396.5/614)-0.25]30/30 If=(0.645-0.25)30/30 If=0.395 allowable increase</p> <p>Aa=At + (Ns x If) Aa= 38,000 + (9,500 x 0.395) Aa= 41,752 ACTUAL AREA: 21,096 SF</p>
<p><b>AREA E</b> OCCUPANCY: E EDUCATIONAL (1 STOREY BUILDING) CONSTRUCTION TYPE: TYPE II-B, FULLY SPRINKLED ALLOWABLE HEIGHT IN FEET: 75 (TABLE 504.3) ACTUAL HEIGHT: 21' +/- ALLOWABLE AREA: 66,700 SF WHERE: If=(F/P-0.25)W/30 F=665 ft P=779 ft If=[(665/779)-0.25]30/30 If=(0.85-0.25)30/30 If=0.6 allowable increase</p> <p>Aa=At + (Ns x If) Aa= 58,000 + (14,500 x 0.6) Aa= 66,700 P ACTUAL AREA: 32,203 SF</p>



**1 FIRE/LIFE SAFETY PLAN**  
G003 3/16" = 1'-0"

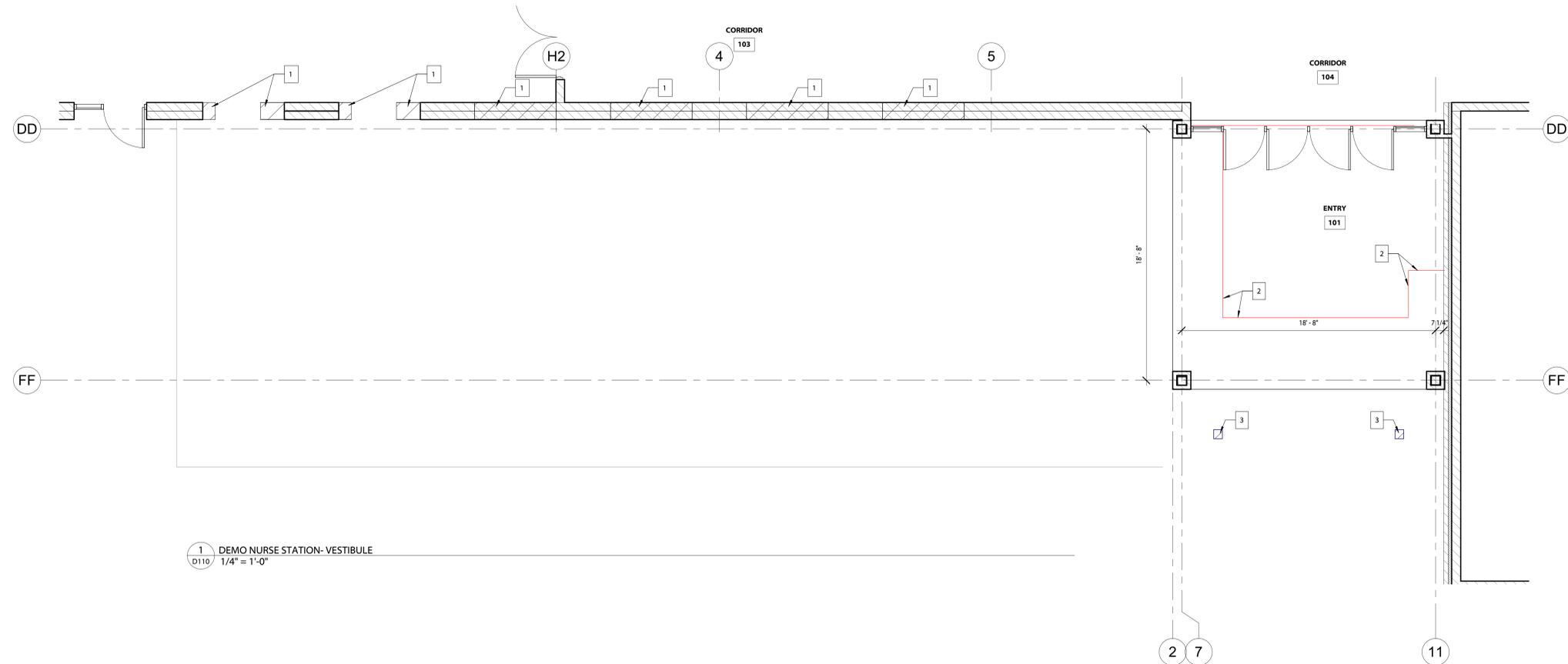
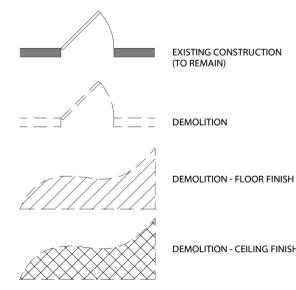
**DEMOLITION NOTES BY SYMBOL:**

- 1 DEMO EXISTING WINDOW, TYP. OF 6
- 2 REMOVE EXIST. STOREFRONT
- 3 DEMO EXISTING COLUMNS
- 4 DEMO ROOF

**DEMOLITION GENERAL NOTES:**

1. THIS DEMOLITION PLAN SHOWS GRAPHIC AND WRITTEN INFORMATION RELATED TO THE EXISTING SPACE. THIS INFORMATION IS PROVIDED "FOR REFERENCE ONLY" AND WITHOUT WARRANTY BASED UPON AVAILABLE RECORD DRAWINGS. FIELD VERIFY EXISTING CONDITIONS AND CORRELATE OBSERVATIONS WITH WORK SHOWN IN THE CONTRACT DOCUMENTS IN ORDER TO DETERMINE THE FULL SCOPE OF DEMOLITION WHETHER OR NOT SPECIFICALLY INDICATED OR NOTED. REMOVE EXISTING CONSTRUCTION NECESSARY FOR THE EXECUTION OF THE WORK DEPICTED IN THE CONTRACT DOCUMENTS.
2. PROTECT EXISTING CONDITIONS INTENDED TO REMAIN THROUGHOUT THE COURSE OF THE WORK AS NECESSARY IN ORDER TO PREVENT LOSS OR DAMAGE.
3. UTILITIES SERVING OCCUPIED PORTIONS OF THE BUILDING SHALL BE MAINTAINED IN OPERATION THROUGHOUT THE WORK EXCEPT FOR SUCH SHORT PERIODS AS NECESSARY TO CARRY OUT THE WORK. PRIOR TO INTERRUPTION OF ANY SUCH SYSTEM, CONSULT WITH THE OWNER'S REPRESENTATIVE TO ESTABLISH A MUTUALLY SATISFACTORY SCHEDULE FOR CUT OVER, DISRUPTION, OR CHANGE IN OPERATION OF THE AFFECTED SYSTEM.
4. ARRANGE FOR SHUT-OFF OF EXISTING UTILITIES AND MAKE PROVISIONS FOR TEMPORARY POWER.
5. PROVIDE TEMPORARY PARTITIONS AS NECESSARY TO KEEP NOISE AND DUST FROM DISRUPTING OCCUPIED AREAS OF THE BUILDING.
6. CUTTING AND PATCHING NECESSARY TO EXECUTE THE WORK SHALL BE PERFORMED TO THE BEST STANDARD OF CRAFTSMANSHIP NECESSARY TO ACHIEVE UNIFORM VISUAL MATCH IN COLOR AND TEXTURE OF EXISTING ADJACENT FINISHES.

**DEMOLITION LEGEND:**



PINE RIVER BACKUS SCHOOLS - ADDITION & REMODEL

PINE RIVER, MN

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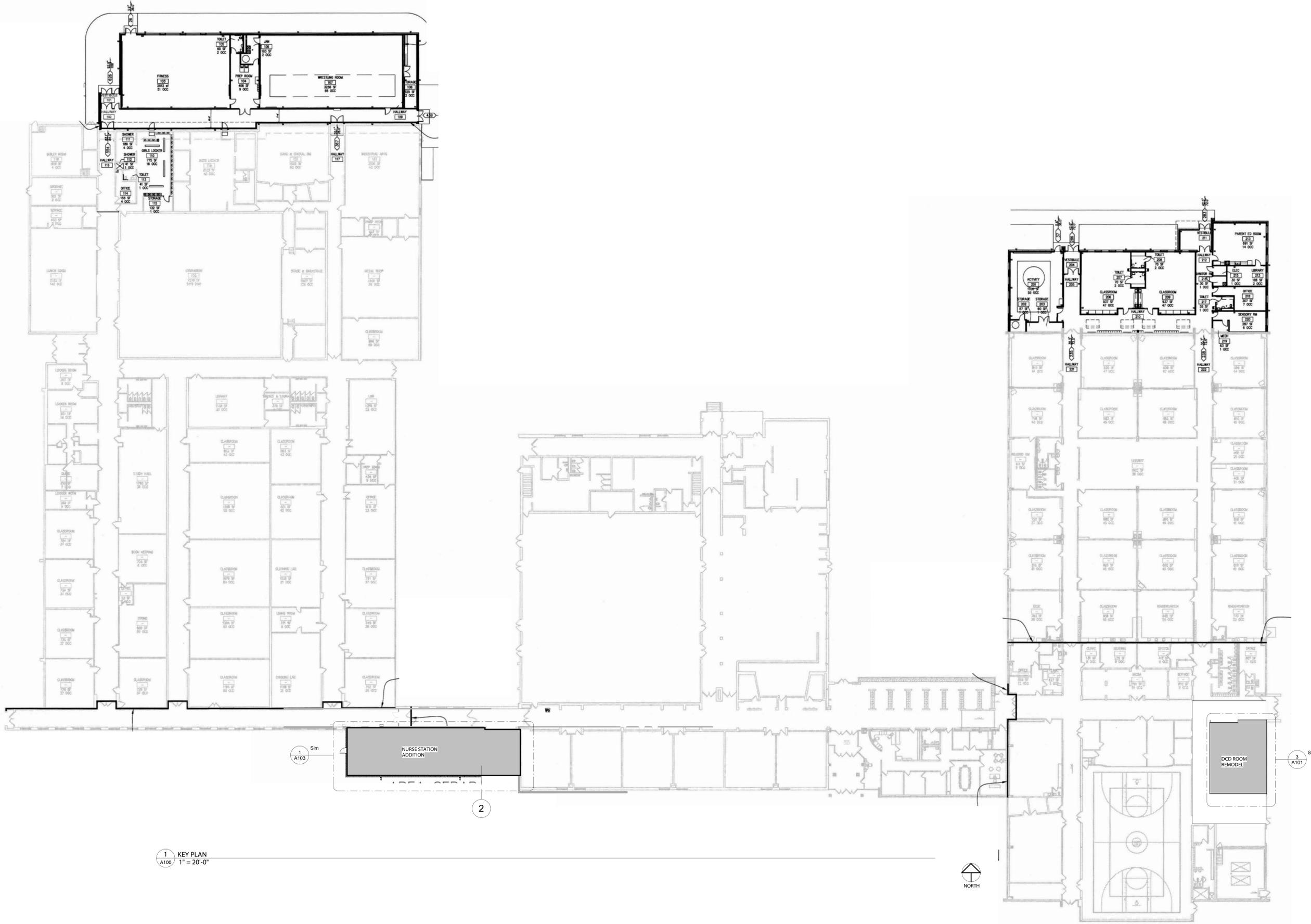
ERIC LARSON  
LIC# 47862 12/07/2022

PROJECT NUMBER: 3940  
ISSUED: 12/07/2022

REVISION	DATE

VESTIBULE DEMO PLAN

**D110**



1 KEY PLAN  
A100 1" = 20'-0"

PINE RIVER BACKUS SCHOOLS - ADDITION & REMODEL

PINE RIVER, MN

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PROJECT NUMBER: 3940  
ISSUED: 12/07/2022

REVISION	DATE

OVERALL KEY PLAN

**A100**

REVISION	DATE

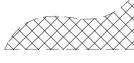
**DEMOLITION NOTES BY SYMBOL:**

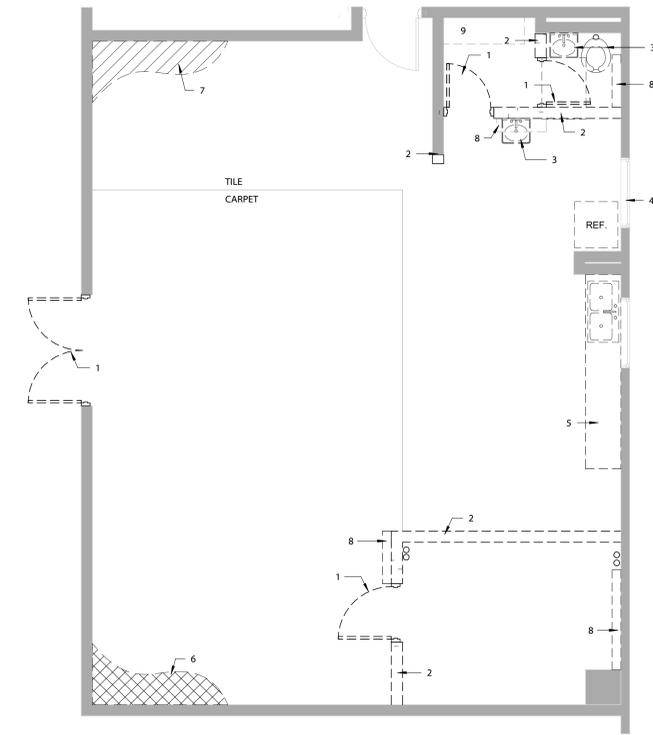
- 1 DEMO EXISTING DOOR
- 2 DEMO WALL AND FINISHES
- 3 DEMO PLUMBING FIXTURES
- 4 DEMO WINDOW
- 5 DEMO KITCHEN
- 6 DEMO CEILING FINISH THROUGHOUT
- 7 DEMO FLOOR FINISH THROUGHOUT
- 8 REMOVE HVAC
- 9 DEMO LOCKERS

**DEMOLITION GENERAL NOTES:**

1. THIS DEMOLITION PLAN SHOWS GRAPHIC AND WRITTEN INFORMATION RELATED TO THE EXISTING SPACE. THIS INFORMATION IS PROVIDED "FOR REFERENCE ONLY" AND WITHOUT WARRANTY BASED UPON AVAILABLE RECORD DRAWINGS. FIELD VERIFY EXISTING CONDITIONS AND CORRELATE OBSERVATIONS WITH WORK SHOWN IN THE CONTRACT DOCUMENTS IN ORDER TO DETERMINE THE FULL SCOPE OF DEMOLITION WHETHER OR NOT SPECIFICALLY INDICATED OR NOTED. REMOVE EXISTING CONSTRUCTION NECESSARY FOR THE EXECUTION OF THE WORK DEPICTED IN THE CONTRACT DOCUMENTS.
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4. ARRANGE FOR SHUT-OFF OF EXISTING UTILITIES AND MAKE PROVISIONS FOR TEMPORARY POWER.
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6. CUTTING AND PATCHING NECESSARY TO EXECUTE THE WORK SHALL BE PERFORMED TO THE BEST STANDARD OF CRAFTSMANSHIP NECESSARY TO ACHIEVE UNIFORM VISUAL MATCH IN COLOR AND TEXTURE OF EXISTING ADJACENT FINISHES.

**DEMOLITION LEGEND:**

-  EXISTING CONSTRUCTION (TO REMAIN)
-  DEMOLITION
-  DEMOLITION - FLOOR FINISH
-  DEMOLITION - CEILING FINISH



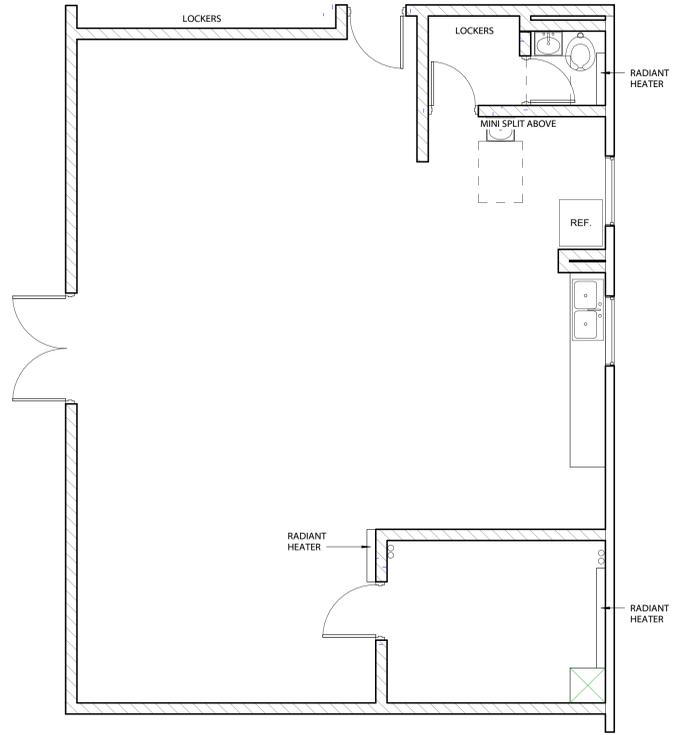
2 DEMO PLAN  
A101 / 1/4" = 1'-0"

**DOOR SCHEDULE DCD**

MARK	ROOM	UNIT SIZE			FRAME TYPE	PANEL TYPE	PANEL MATERIAL	FIRE RATING	LOCK FUNCTION	NOTE
		WIDTH	HEIGHT	THICKNESS						
001	DCD ROOM	3'-0"	7'-0"	1 3/4"	HM-00	01-FLUSH				
002	RESTROOM	3'-0"	7'-0"	1 3/4"	HM-00	01-FLUSH				

**ROOM FINISH SCHEDULE DCD**

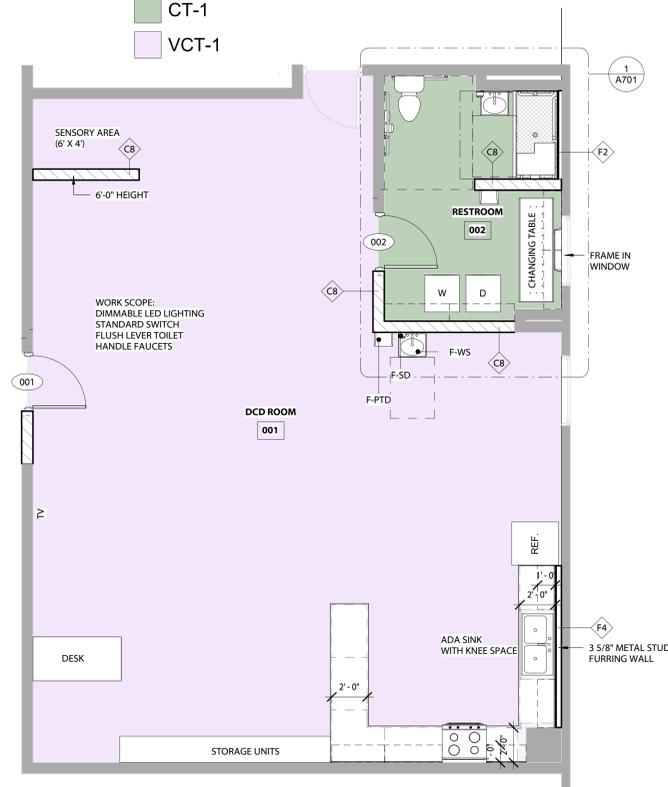
MARK	DESCRIPTION	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	REMARKS
001	DCD ROOM	VCT-1	VB-1	PT-1 (SEMI-GLOSS)	ACT-1	
002	RESTROOM	CT-1	CT-1	CT-1/PF-1 (SEMI-GLOSS)	ACT-1	



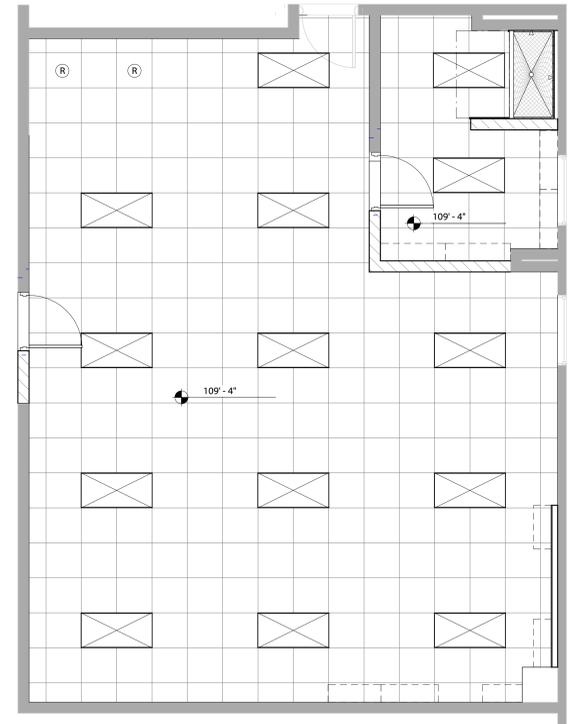
1 EXISTING PLAN- DCD ROOM  
A101 / 1/4" = 1'-0"

**FLOOR FINISH LEGEND**

-  CT-1
-  VCT-1



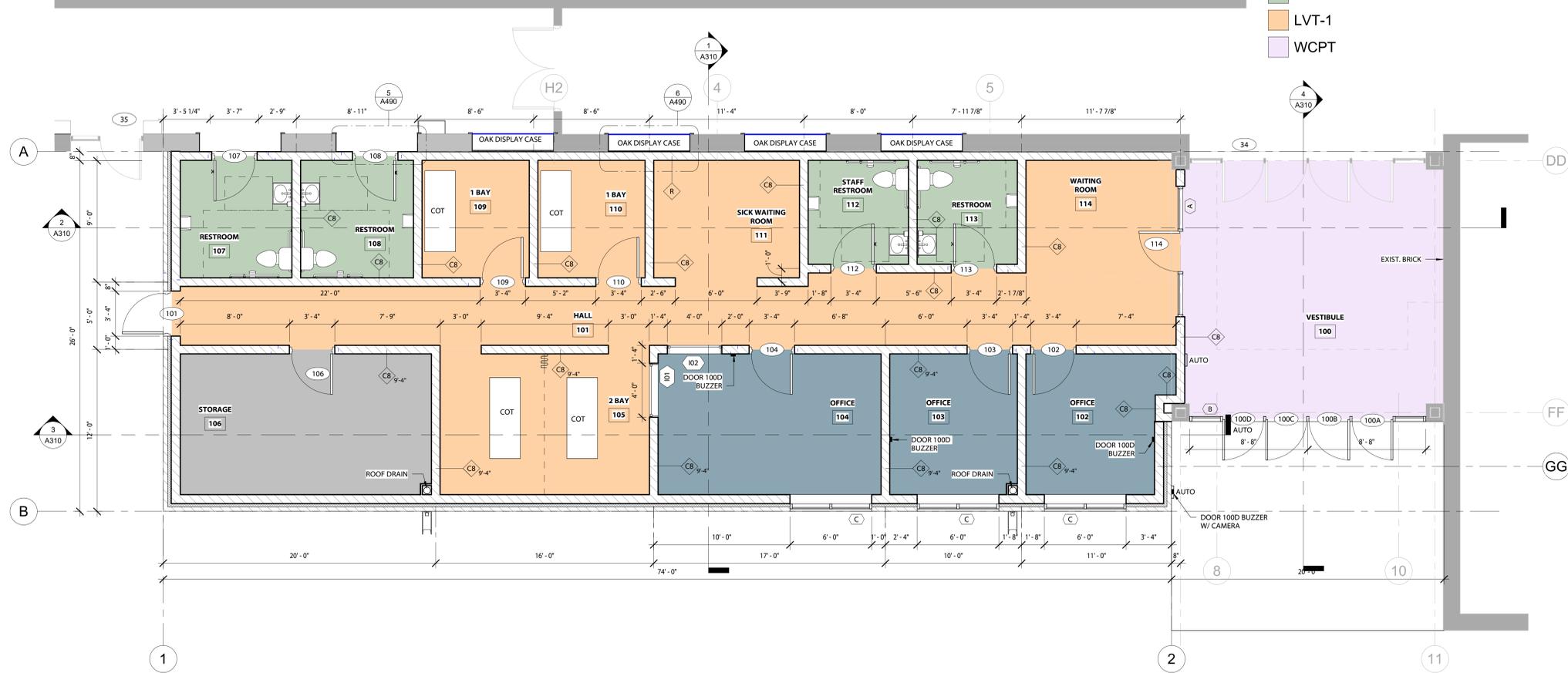
3 FLOOR PLAN- DCD ROOM  
A101 / 1/4" = 1'-0"



4 DCD CEILING PLAN  
A101 / 1/4" = 1'-0"

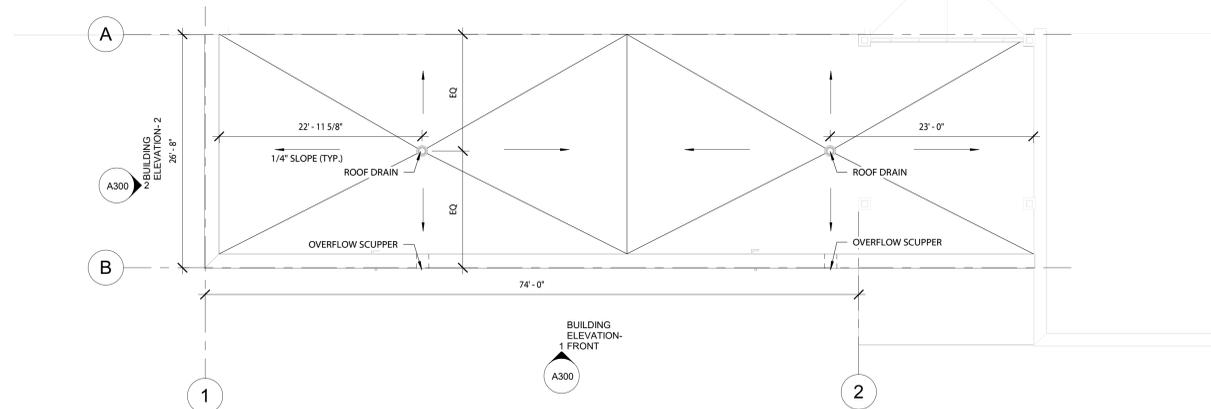
**FLOOR FINISH LEGEND**

- CONC
- CPT-1
- CT-1
- LVT-1
- WCPT



**1 FLOOR PLAN- NURSE STATION**  
A103 1/4" = 1'-0"

ROOM FINISH SCHEDULE NURSE						
MARK	DESCRIPTION	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	REMARKS
100	VESTIBULE	WCPT	VB-1	CMU/PT-2	ACT-1	
101	HALL	LVT-1	VB-1	GYP. BD/PT-2	ACT-1	
102	OFFICE	CPT-1	VB-1	CMU/PT-2	ACT-1	
103	OFFICE	CPT-1	VB-1	CMU/PT-2	ACT-1	
104	OFFICE	CPT-1	VB-1	CMU/PT-2	ACT-1	
105	2 BAY	LVT-1	VB-1	CMU/PT-2	ACT-1	
106	STORAGE	CONC	VB-1	CMU/PT-3	PT-3	
107	RESTROOM	CT-1	CT-2	CMU/PT-2	ACT-1	
108	RESTROOM	CT-1	CT-2	CMU/PT-2	ACT-1	
109	1 BAY	LVT-1	VB-1	CMU/PT-2	ACT-1	
110	1 BAY	LVT-1	VB-1	CMU/PT-2	ACT-1	
111	SICK WAITING ROOM	LVT-1	VB-1	CMU/PT-2	ACT-1	
112	STAFF RESTROOM	CT-1	CT-2	CMU/PT-2	ACT-1	
113	RESTROOM	CT-1	CT-2	CMU/PT-2	ACT-1	
114	WAITING ROOM	LVT-1	VB-1	CMU/PT-2	ACT-1	



**2 ROOF PLAN**  
A103 1/8" = 1'-0"

PINE RIVER BACKUS SCHOOLS - ADDITION & REMODEL

PINE RIVER, MN

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ERIC LARSON  
LIC# 47862 12/07/2022

PROJECT NUMBER: 3940  
ISSUED: 12/07/2022

REVISION	DATE

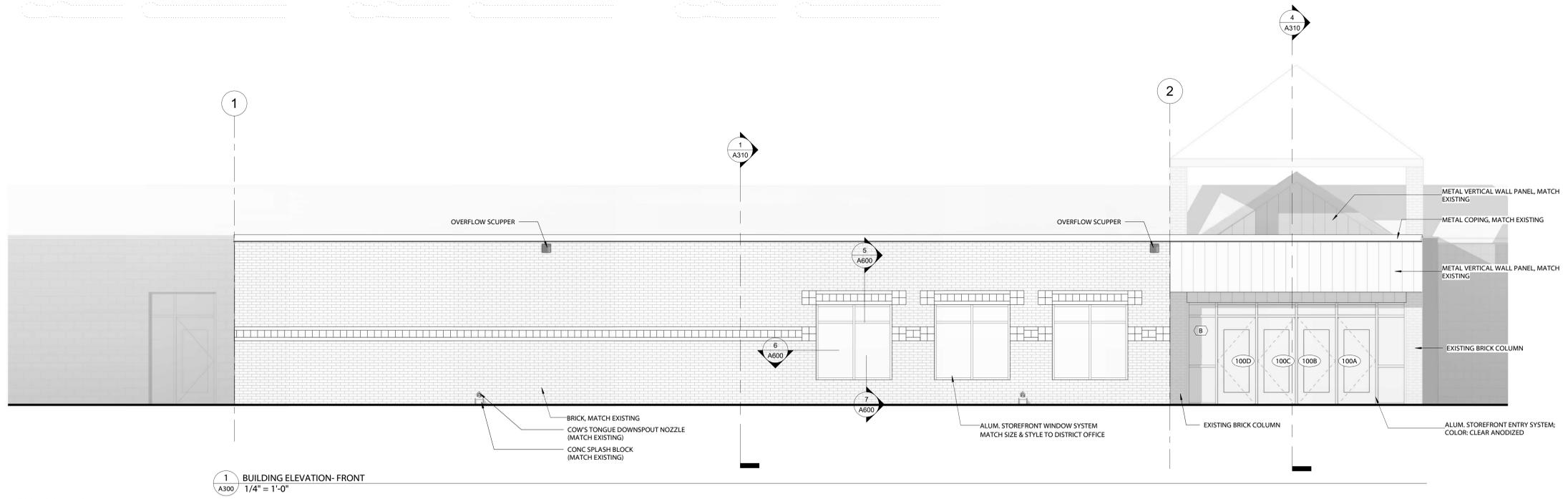
NURSE STATION FLOOR PLAN

**A103**

REVISION	DATE



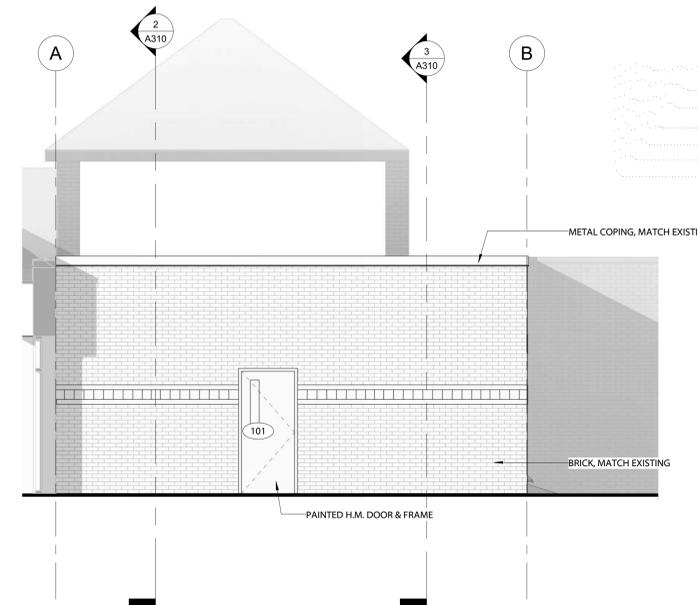
EXISTING METAL COPING TO MATCH  
EXISTING METAL VERTICAL PANEL



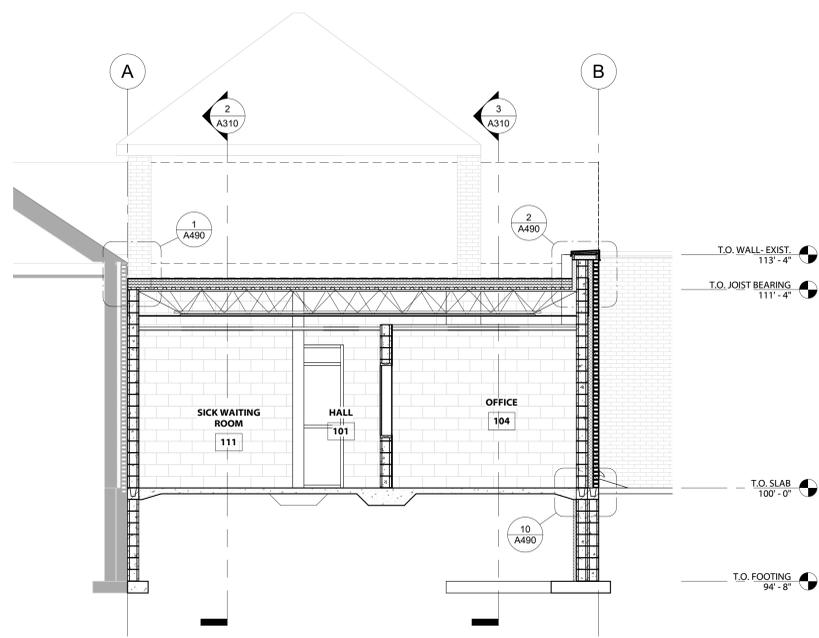
1 BUILDING ELEVATION- FRONT  
A300 1/4" = 1'-0"



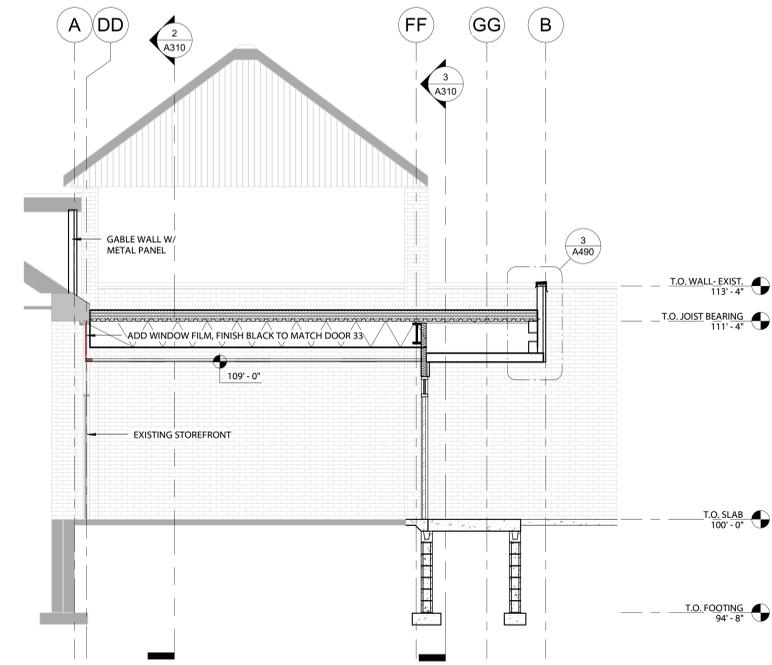
EXISTING BRICK, VERIFY DECORATIVE BRICK HEIGHTS  
EXISTING COW'S TONGUE DOWNSPOUT NOZZLE  
EXISTING CONC SPLASH BLOCK



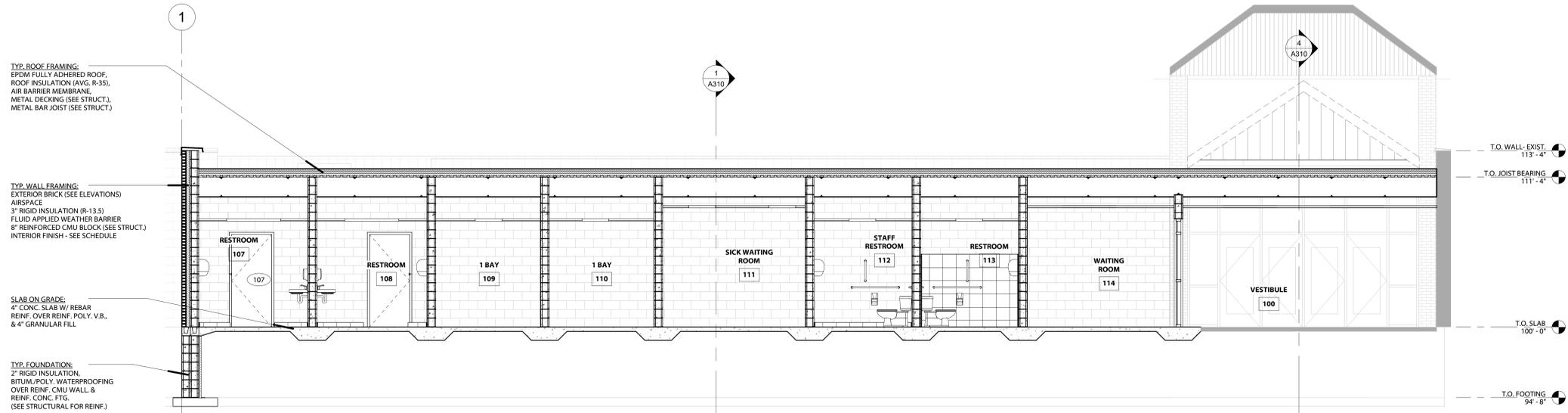
2 BUILDING ELEVATION- 2  
A300 1/4" = 1'-0"



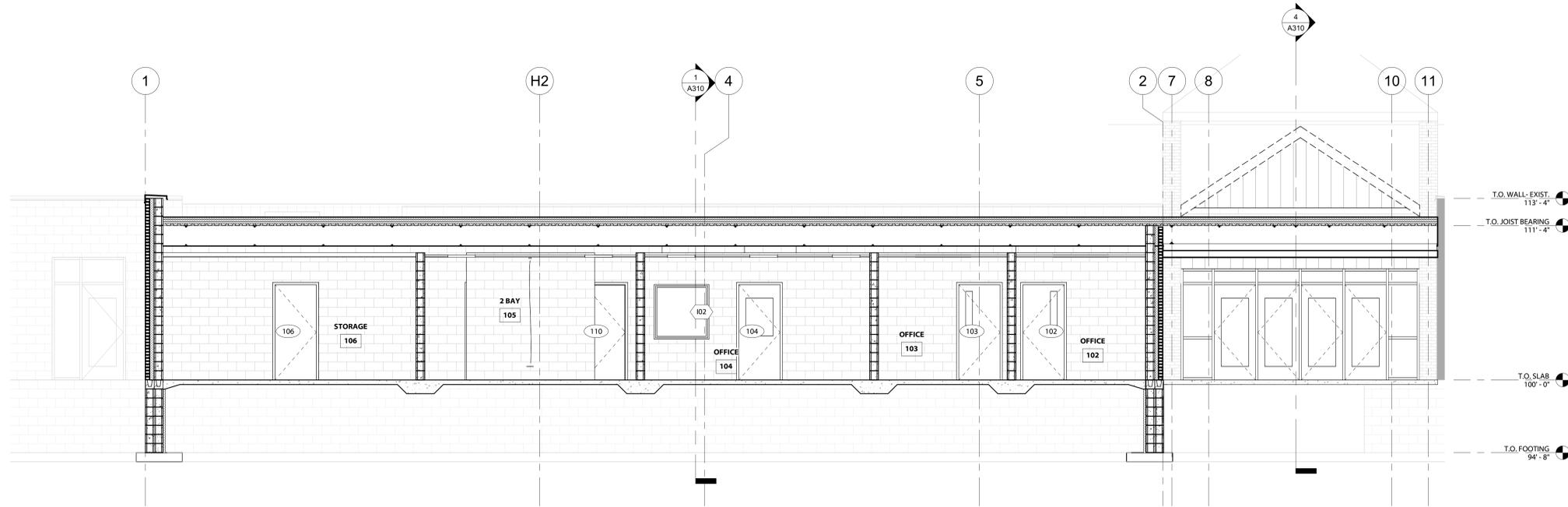
1 BUILDING SECTION-1  
A310 1/4" = 1'-0"



4 BUILDING SECTION- VESTIBULE  
A310 1/4" = 1'-0"



2 BUILDING SECTION-LONG 1  
A310 1/4" = 1'-0"



3 BUILDING SECTION-LONG 2  
A310 1/4" = 1'-0"

TYP. ROOF FRAMING:  
EPDM FULLY ADHERED ROOF,  
ROOF INSULATION (AVG. R-35),  
AIR BARRIER MEMBRANE,  
METAL DECKING (SEE STRUCT.),  
METAL BAR JOIST (SEE STRUCT.)

TYP. WALL FRAMING:  
EXTERIOR BRICK (SEE ELEVATIONS)  
AIRSPACE  
3" RIGID INSULATION (R-13.5)  
FLUID APPLIED WEATHER BARRIER  
8" REINFORCED CMU BLOCK (SEE STRUCT.)  
INTERIOR FINISH - SEE SCHEDULE

SLAB ON GRADE:  
4" CONC. SLAB W/ REBAR  
REINF. OVER REINF. POLY. V.B.,  
& 4" GRANULAR FILL

TYP. FOUNDATION:  
2" RIGID INSULATION,  
BITUM./POLY. WATERPROOFING  
OVER REINF. CMU WALL &  
REINF. CONC. FTG.  
(SEE STRUCTURAL FOR REINF.)

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ERIC LARSON  
LIC# 47862 12/07/2022

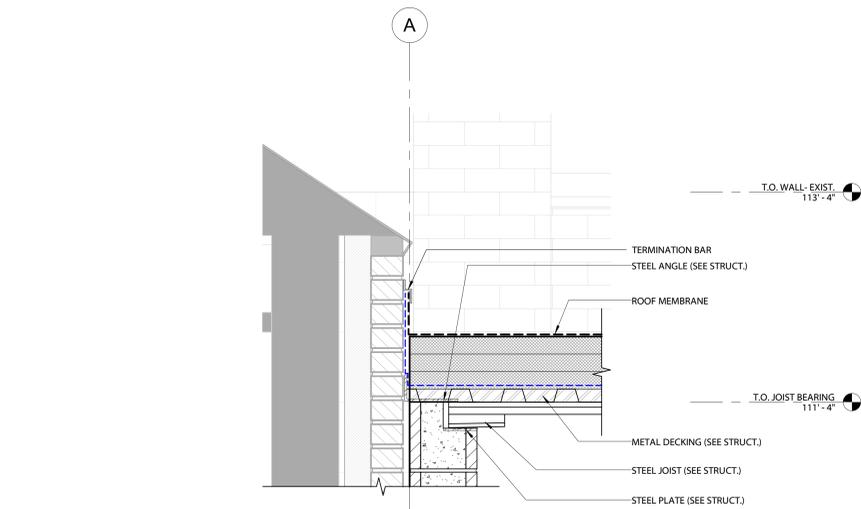
PROJECT NUMBER: 3940  
ISSUED: 12/07/2022

REVISION	DATE

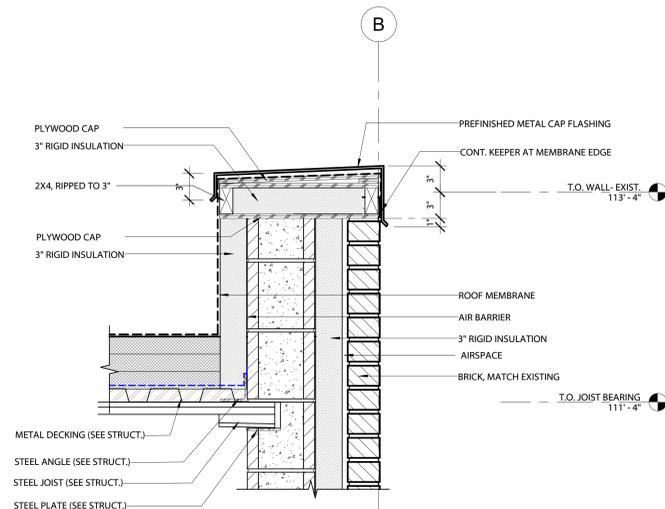
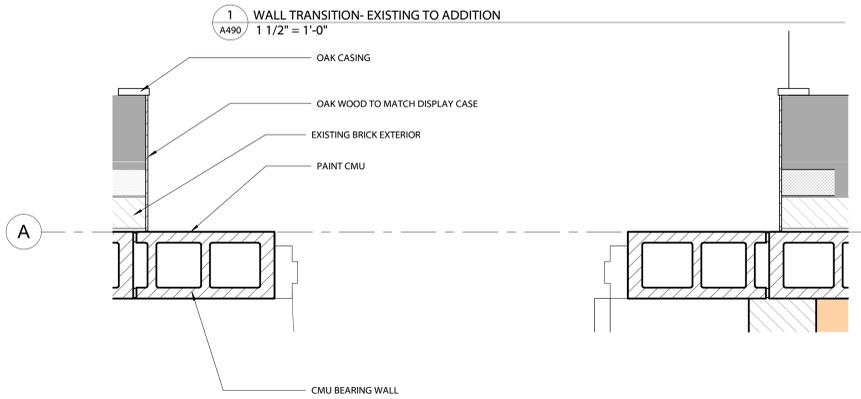
BUILDING SECTIONS

**A310**

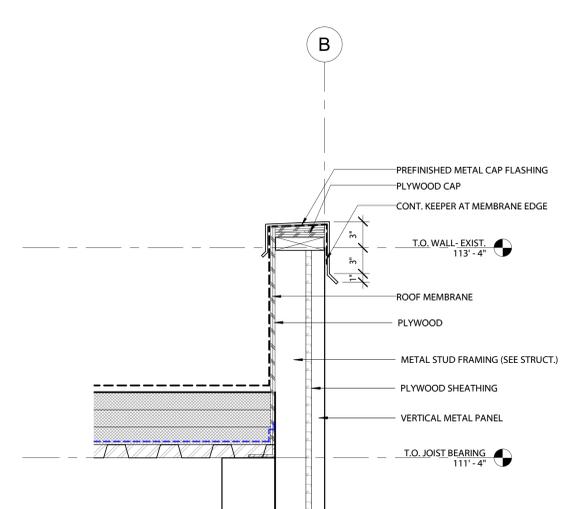
REVISION	DATE



1 WALL TRANSITION- EXISTING TO ADDITION  
A490 1 1/2" = 1'-0"

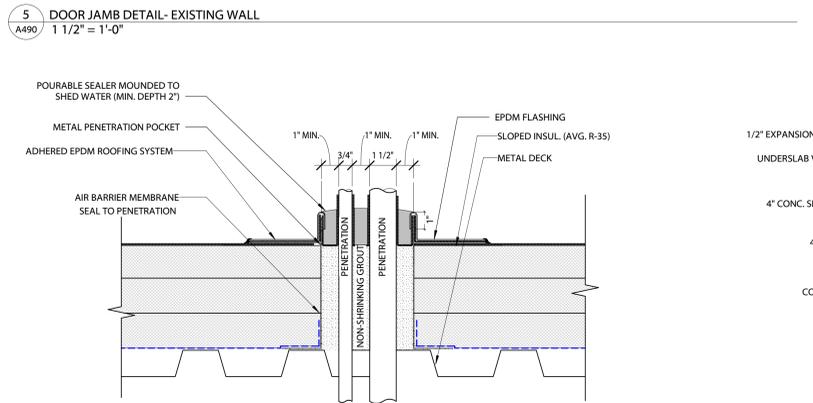


2 PARAPET DETAIL- NURSE STATION  
A490 1 1/2" = 1'-0"

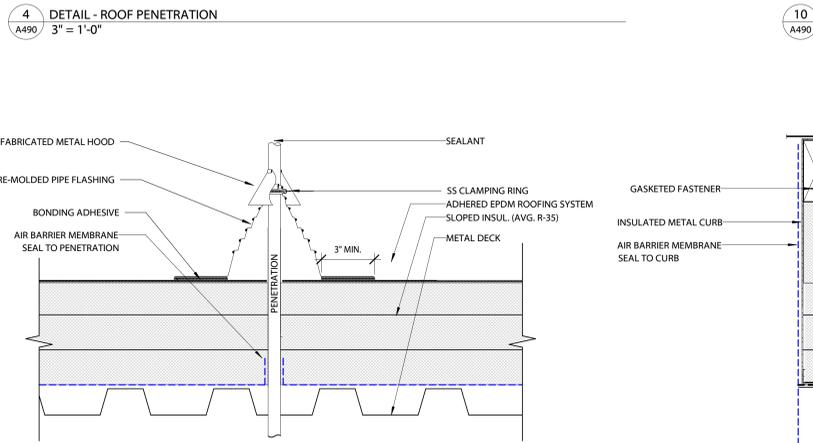


3 PARAPET DETAIL- VESTIBULE  
A490 1 1/2" = 1'-0"

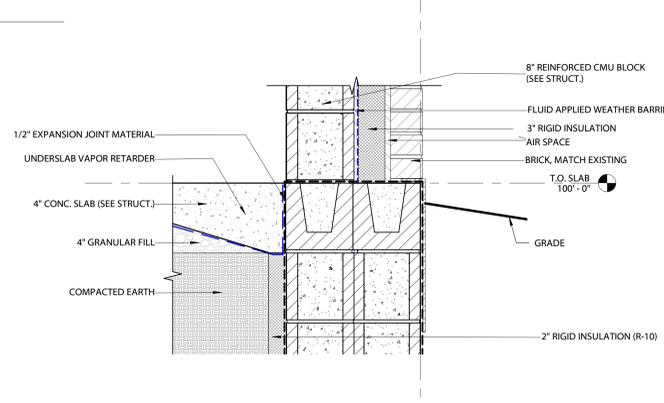
5 DOOR JAMB DETAIL- EXISTING WALL  
A490 1 1/2" = 1'-0"



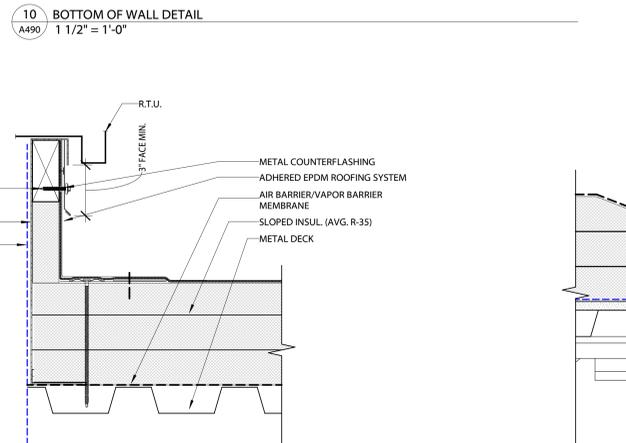
4 DETAIL - ROOF PENETRATION  
A490 3" = 1'-0"



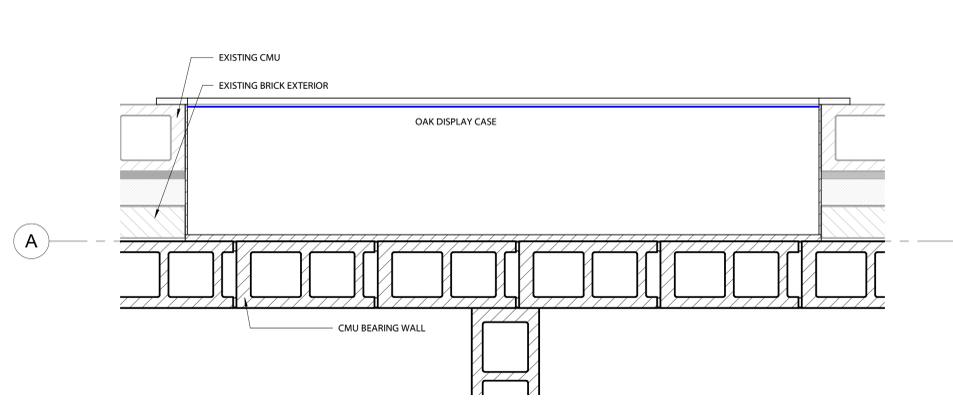
7 DETAIL - ROOF PENETRATION PIPE FLASHING  
A490 3" = 1'-0"



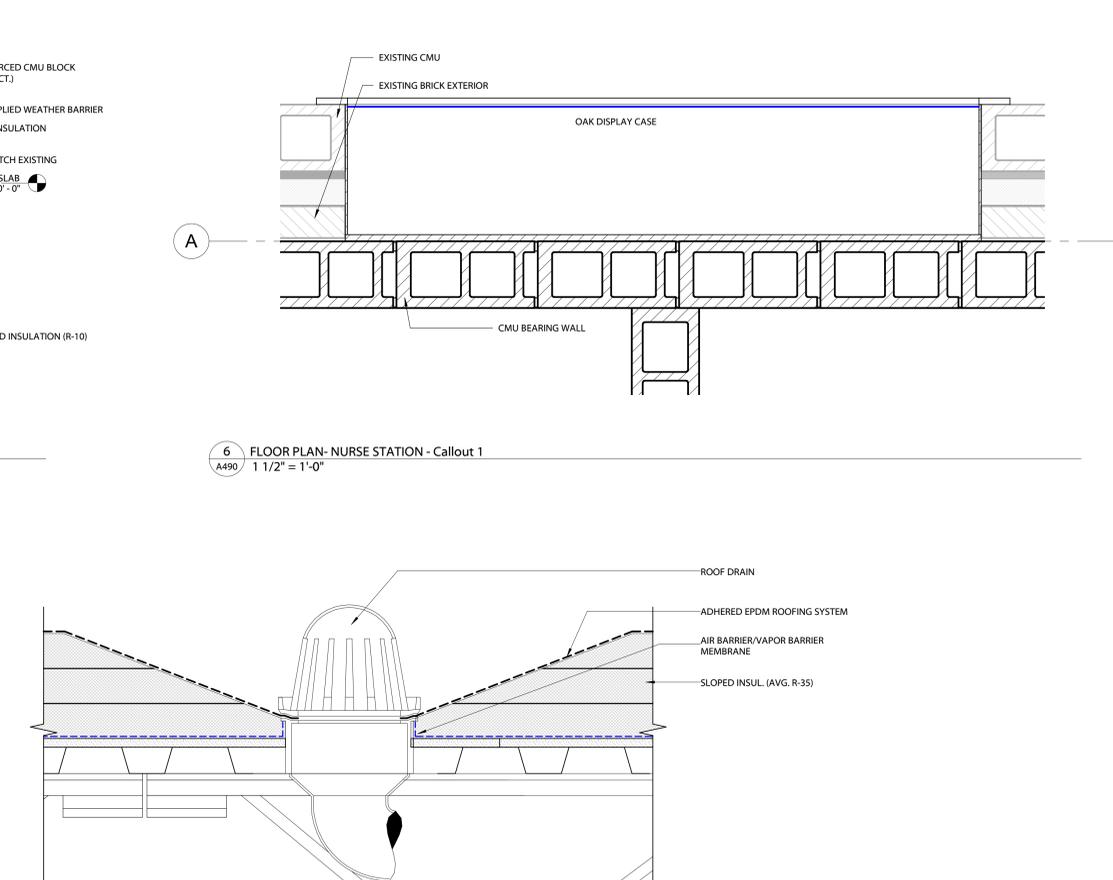
10 BOTTOM OF WALL DETAIL  
A490 1 1/2" = 1'-0"



8 DETAIL - R.T.U. COUNTERFLASHING  
A490 3" = 1'-0"

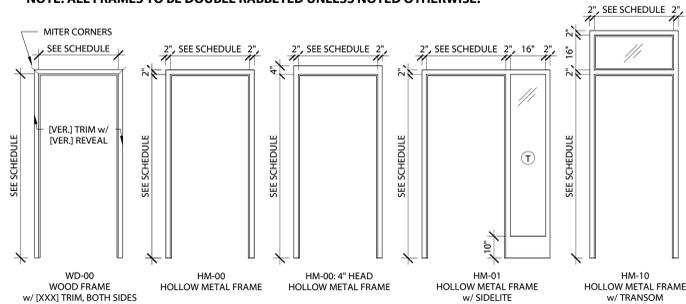


6 FLOOR PLAN- NURSE STATION - Callout 1  
A490 1 1/2" = 1'-0"

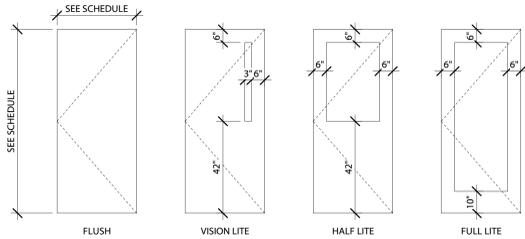


9 DETAIL - ROOF DRAIN SYSTEM  
A490 3" = 1'-0"

NOTE: ALL FRAMES TO BE DOUBLE RABBETED UNLESS NOTED OTHERWISE.



DOOR FRAME TYPES  
3/8" = 1'-0"



DOOR PANEL TYPES  
3/8" = 1'-0"

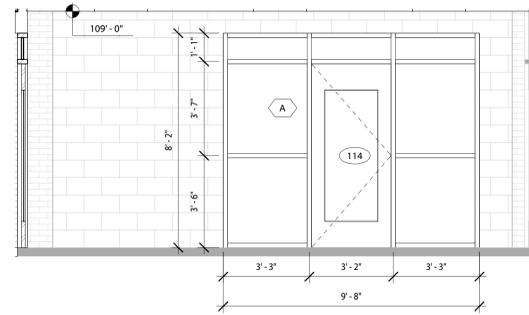
**DOOR NOTES:**  
 1. SEE FLOOR PLAN(S) & ELEVATIONS FOR CORRECT HAND SWING DESIGNATION, SLIDE DIRECTION, AND THRUST/JAMB DIMENSION.  
 2. ALL SWING DOORS TO HAVE A MINIMUM (3) HINGES OF SUITABLE STRENGTH FOR RESPECTIVE DOOR PANEL WEIGHT.  
 3. PROVIDE SAFETY GLASS FOR ALL GLAZED OPENINGS IN DOOR PANELS.

DOOR SCHEDULE NURSE										
MARK	ROOM	UNIT SIZE			FRAME TYPE	PANEL TYPE	PANEL MATERIAL	FIRE RATING	HARDWARE SET	NOTE
		WIDTH	HEIGHT	THICKNESS						
100A	VESTIBULE	3'-0"	7'-0"	1 3/4"	ALUM.: SEE ELEV.	04-FULL LITE				06
100B	VESTIBULE	3'-0"	7'-0"	1 3/4"	ALUM.: SEE ELEV.	04-FULL LITE				06
100C	VESTIBULE	3'-0"	7'-0"	1 3/4"	ALUM.: SEE ELEV.	04-FULL LITE				06
100D	VESTIBULE	3'-0"	7'-0"	1 3/4"	ALUM.: SEE ELEV.	04-FULL LITE				07
101	HALL	3'-0"	7'-0"	1 3/4"	HM-00	02-VISION LITE	EXTERIOR			08
102	OFFICE	3'-0"	7'-0"	1 3/4"	HM-00	02-VISION LITE				04
103	OFFICE	3'-0"	7'-0"	1 3/4"	HM-00	02-VISION LITE				04
104	OFFICE	3'-0"	7'-0"	1 3/4"	HM-00	03-HALF LITE				04
106	STORAGE	3'-0"	7'-0"	1 3/4"	HM-00	01-FLUSH				05
107	RESTROOM	3'-0"	7'-0"	1 3/4"	HM-00	01-FLUSH		90 MIN		03
108	RESTROOM	3'-0"	7'-0"	1 3/4"	HM-00	01-FLUSH		90 MIN		03
109	1 BAY	3'-0"	7'-0"	1 3/4"	HM-00	01-FLUSH				01
110	1 BAY	3'-0"	7'-0"	1 3/4"	HM-00	01-FLUSH				01
112	STAFF RESTROOM	3'-0"	7'-0"	1 3/4"	HM-00	01-FLUSH			FOB ACCESS	03
113	RESTROOM	3'-0"	7'-0"	1 3/4"	HM-00	01-FLUSH				03
114	WAITING ROOM	3'-0"	7'-0"	1 3/4"	ALUM.: SEE ELEV.	04-FULL LITE				02

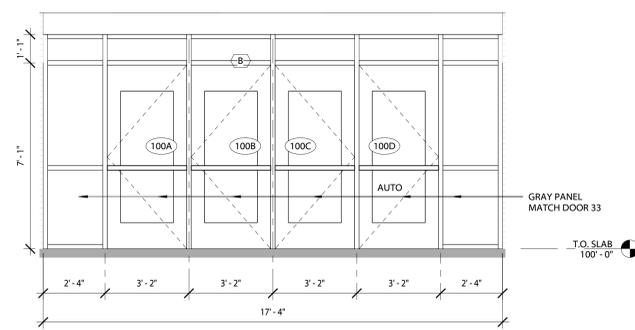
**HARDWARE SET**

- SET # 01  
(3) HINGES  
PASSAGE- CODE F75  
WALL STOP
- SET #02  
(3) HINGES  
PASSAGE- CODE F75  
SURFACE CLOSER
- SET #03  
(3) HINGES  
PRIVACY LOCK- F76  
OCCUPANT INDICATOR  
SURFACE CLOSER  
KICK PLATE  
WALL STOP
- SET # 04  
(3) HINGES  
OFFICE LOCK- F81  
WALL STOP
- SET #05  
(3) HINGES  
STOREROOM LOCK- CODE F86  
WALL STOP
- SET #06  
(3) HINGES  
EXIT DEVICE- CODE 04
- SET #07  
(3) HINGES  
EXIT DEVICE- CODE 04  
AUTO BUTTON OPERATED  
BUZZER OPERATED
- SET #08  
(3) HINGES- 180 DEGREES  
EXIT DEVICE- CODE 01  
PARALLEL ARM CLOSER

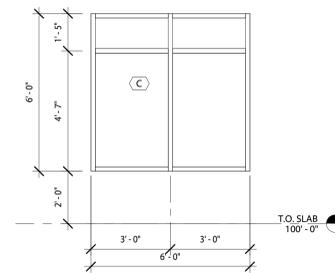
ALUMINUM STOREFRONT WINDOW SCHEDULE						
COUNT	MARK	WINDOW TYPE	GLASS TYPE	WIDTH	HEIGHT	NOTE
1				4'-11 3/4"	7'-6"	
1	A	ALUM. STOREFRONT		9'-8"	8'-2"	
1	B	ALUM. STOREFRONT		17'-4"	8'-2"	
3	C	ALUM. STOREFRONT		6'-0"	6'-0"	



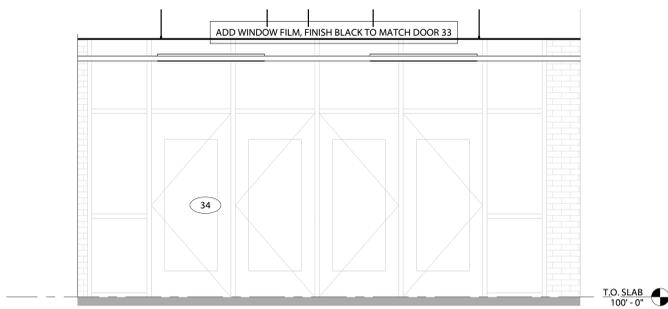
1 STOREFRONT ELEVATION A  
3/8" = 1'-0"



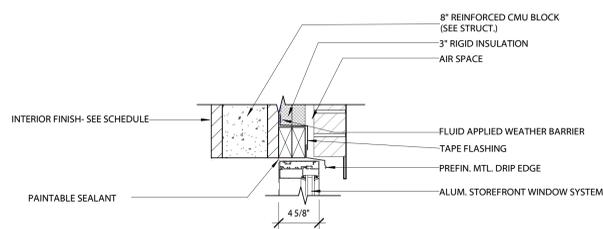
2 STOREFRONT ELEVATION- EXTERIOR B FROM VESTIBULE  
3/8" = 1'-0"



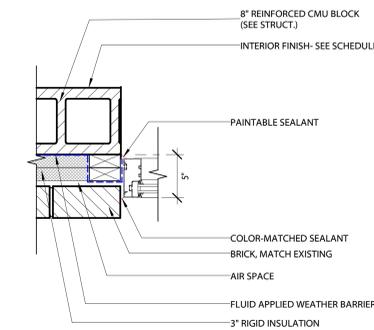
3 STOREFRONT ELEVATION- EXTERIOR C  
3/8" = 1'-0"



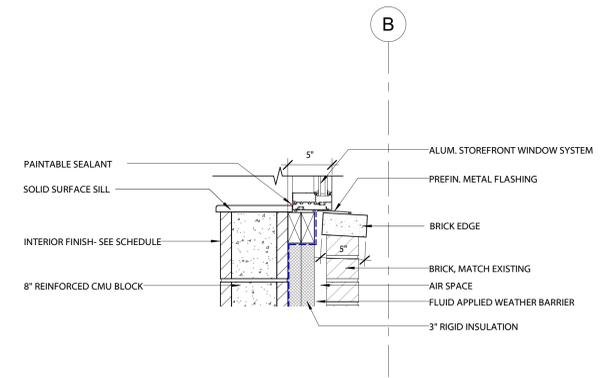
4 STOREFRONT ELEVATION- INTERIOR EXISTING  
3/8" = 1'-0"



5 WINDOW HEAD DETAIL  
1 1/2" = 1'-0"



6 WINDOW JAMB DETAIL  
1 1/2" = 1'-0"



7 WINDOW SILL DETAIL  
1 1/2" = 1'-0"

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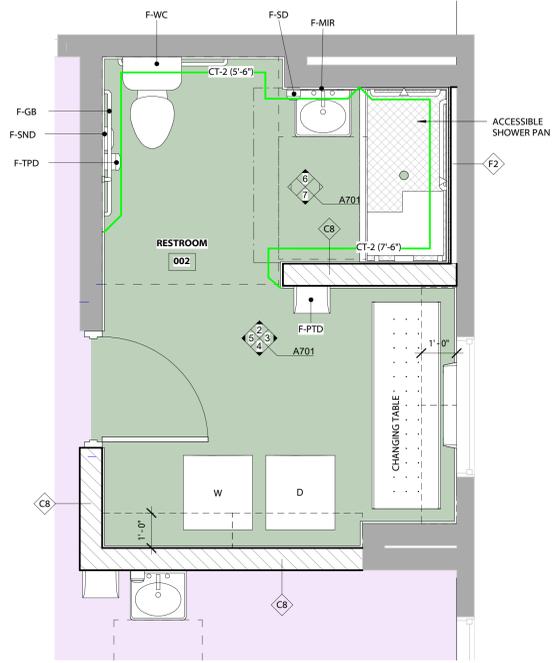
ERIC LARSON  
LIC# 47862 12/07/2022

PROJECT NUMBER: 3940  
ISSUED: 12/07/2022

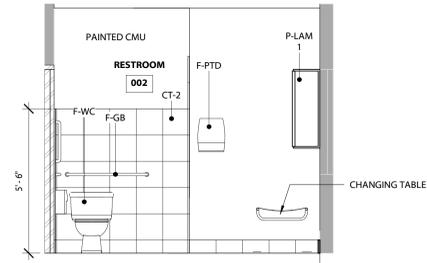
REVISION	DATE

DOOR SCHEDULE & ELEVATIONS

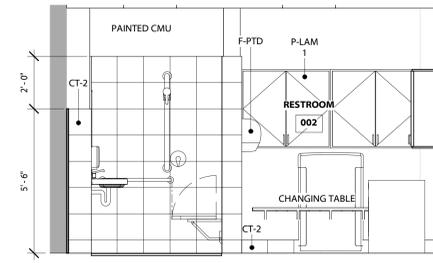
**A600**



1 ENLARGED DCD ROOM RESTROOM  
A701 1/2" = 1'-0"

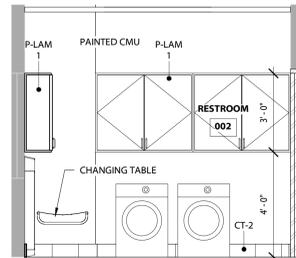


2 DCD RESTROOM- ELEVATION 1  
A701 3/8" = 1'-0"

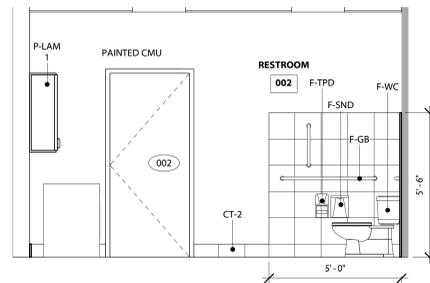


3 DCD RESTROOM- ELEVATION 2  
A701 3/8" = 1'-0"

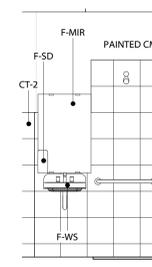
FIXTURE LEGEND	
MARK	FIXTURE TYPE
F-GB	GRAB BAR
F-MIR	MIRROR
F-PTD	PAPER TOWEL DISPENSER
F-SD	SOAP DISPENSER
F-SND	SANITARY NAPKIN DISPOSAL
F-TPD	TOILET PAPER DISPENSER
F-WC	FLOOR-MOUNT TOILET
F-WS	WALL-MOUNT SINK



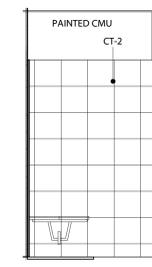
4 DCD RESTROOM- ELEVATION 3  
A701 3/8" = 1'-0"



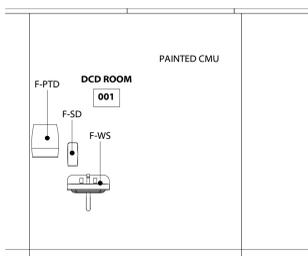
5 DCD RESTROOM- ELEVATION 4  
A701 3/8" = 1'-0"



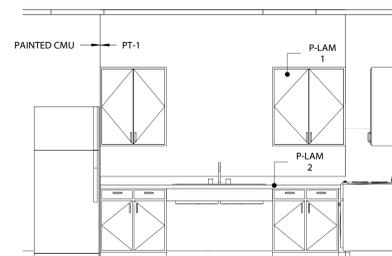
6 DCD RESTROOM- ELEVATION 5  
A701 3/8" = 1'-0"



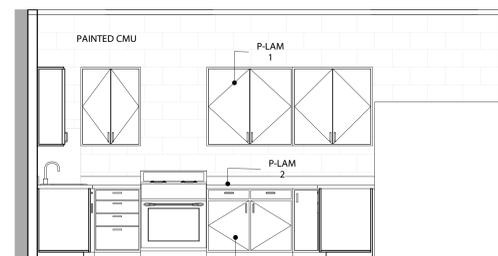
7 DCD RESTROOM- ELEVATION 6  
A701 3/8" = 1'-0"



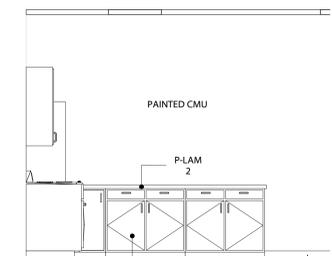
8 DCD WASH- ELEVATION 1  
A701 3/8" = 1'-0"



9 DCD KITCHEN- ELEVATION 1  
A701 3/8" = 1'-0"



10 DCD KITCHEN- ELEVATION 2  
A701 3/8" = 1'-0"



11 DCD KITCHEN- ELEVATION 3  
A701 3/8" = 1'-0"

PINE RIVER BACKUS SCHOOLS - ADDITION & REMODEL

PINE RIVER, MN

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ERIC LARSON  
LIC# 47862 12/07/2022

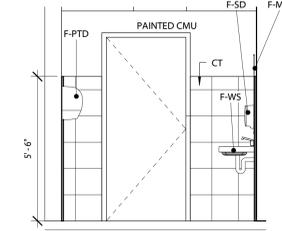
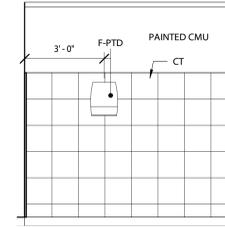
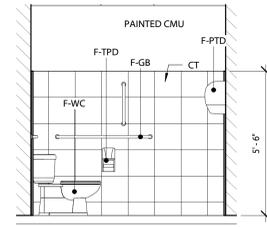
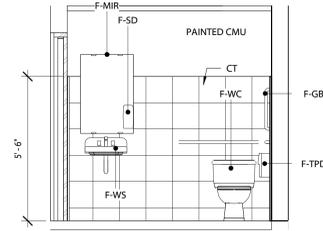
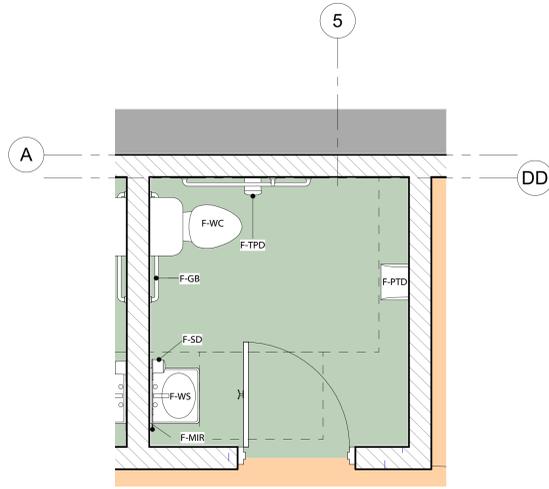
PROJECT NUMBER: 3940  
ISSUED: 12/07/2022

REVISION	DATE

DCD INTERIOR  
ELEVATIONS

**A701**

FIXTURE LEGEND	
MARK	FIXTURE TYPE
F-GB	GRAB BAR
F-MIR	MIRROR
F-PTD	PAPER TOWEL DISPENSER
F-SD	SOAP DISPENSER
F-SND	SANITARY NAPKIN DISPOSAL
F-TPD	TOILET PAPER DISPENSER
F-WC	FLOOR-MOUNT TOILET
F-WS	WALL-MOUNT SINK



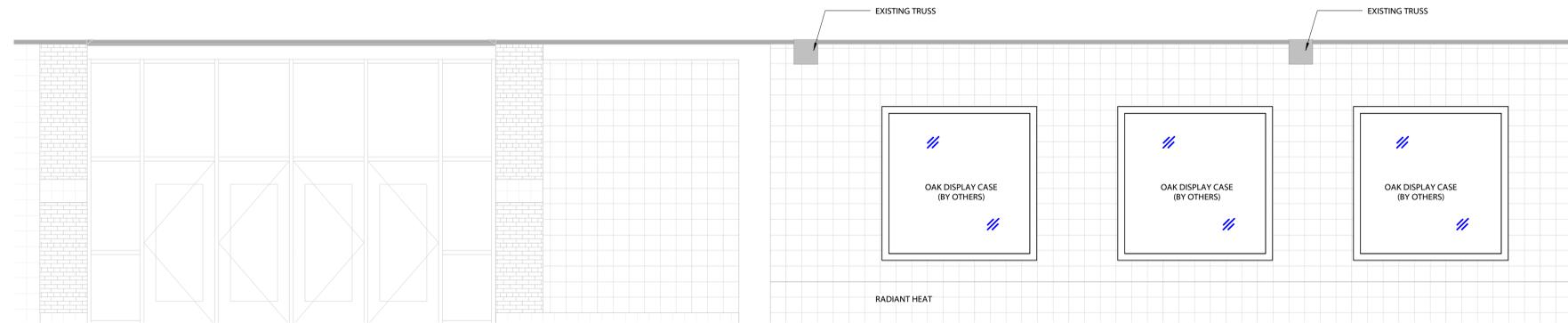
1 ENLARGED NURSE STATION RESTROOM- TYP.  
A702 1/2" = 1'-0"

2 NURSE STATION RESTROOM- ELEVATION 1  
A702 3/8" = 1'-0"

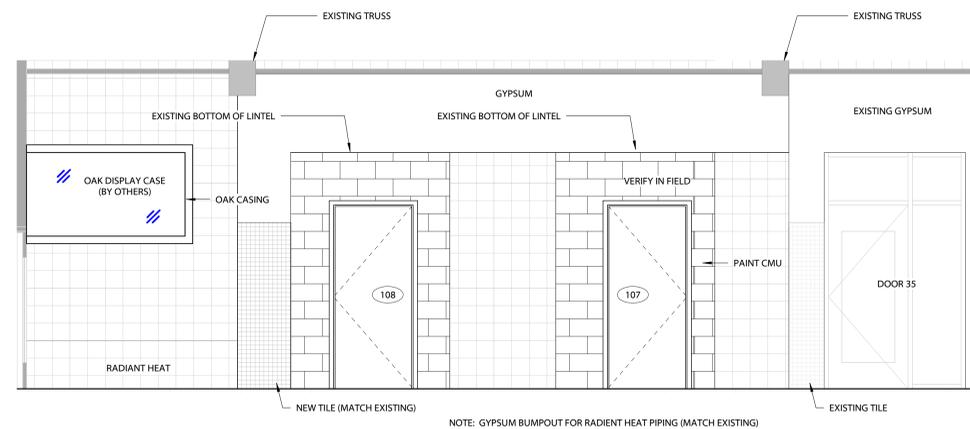
3 NURSE STATION RESTROOM- ELEVATION 2  
A702 3/8" = 1'-0"

4 NURSE STATION RESTROOM- ELEVATION 3  
A702 3/8" = 1'-0"

5 NURSE STATION RESTROOM- ELEVATION 4  
A702 3/8" = 1'-0"



6 ELEVATION- HALL 11  
A702 3/8" = 1'-0"



7 ELEVATION- HALL 2  
A702 3/8" = 1'-0"

PINE RIVER BACKUS SCHOOLS - ADDITION & REMODEL

PINE RIVER, MN

PERMIT SET

PRINTED: 12/7/2022 4:50:39 PM

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

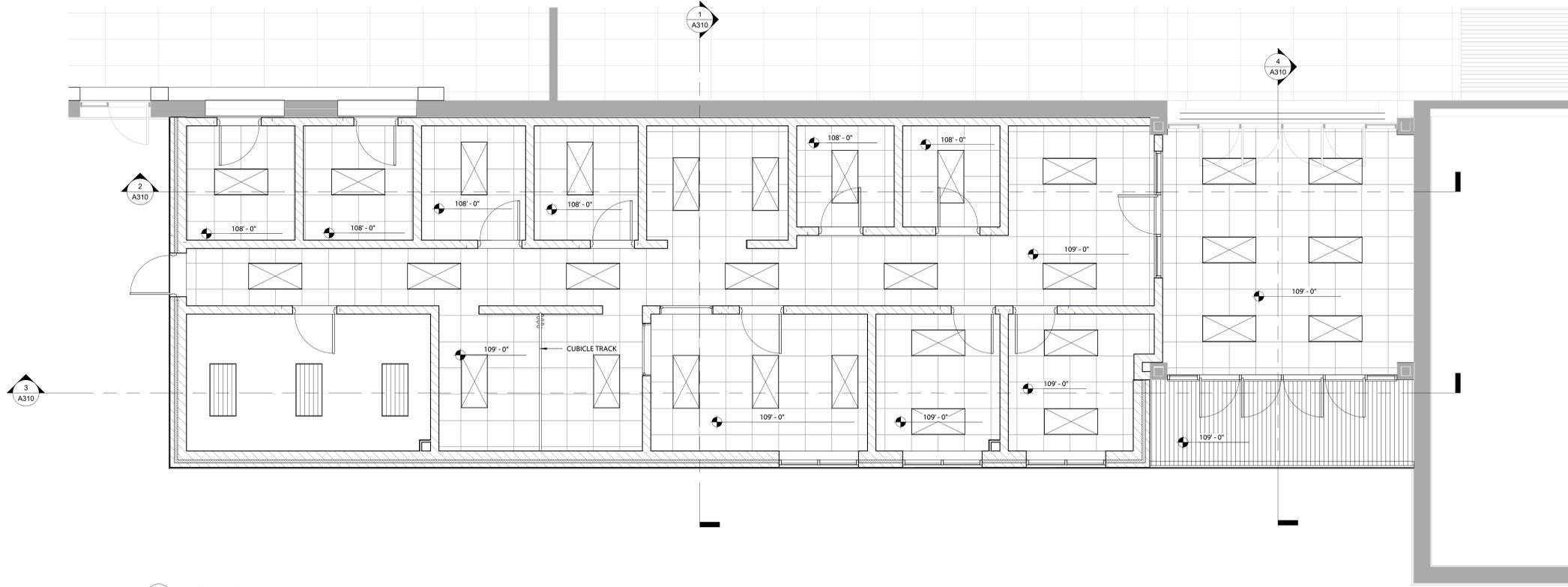
ERIC LARSON  
LIC# 47862 12/07/2022

PROJECT NUMBER: 3940  
ISSUED: 12/07/2022

REVISION	DATE

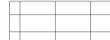
NURSE STATION INTERIOR ELEVATIONS

**A702**



2 NURSE CEILING PLAN  
A810 1/4" = 1'-0"

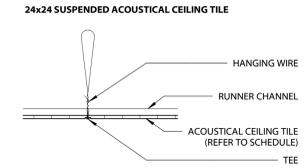
**REFLECTED CEILING PLAN LEGEND**

-  ACT-1: 2X2 SUSPENDED CEILING
-  ACT-2: 2X4 SUSPENDED CEILING
-  GYP-1: PAINTED GYPSUM BOARD CEILING/SOFFIT
-  GYP-2: PAINTED GYPSUM BOARD CEILING/SOFFIT AT UNDERSIDE OF TRUSS

-  HIGH BAY HANGING FIXTURE
-  RECESSED CAN
-  LINEAR LED ACT LIGHT
-  2X4 LAY-IN LED LIGHT
-  WALL PACK (EXTERIOR)
-  PENDANT LIGHT

NOTE:  
A.C.T. TILES IN RESTROOMS TO BE INSTALLED WITH CLIPS

**CEILING SYSTEMS**



PINE RIVER BACKUS SCHOOLS - ADDITION & REMODEL

PINE RIVER, MN

PERMIT SET

PRINTED: 12/7/2022 4:50:40 PM

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

ERIC LARSON  
LIC# 47862 12/07/2022

PROJECT NUMBER: 3940  
ISSUED: 12/07/2022

REVISION	DATE

REFLECTED CEILING PLAN

**A810**

## 2022 Health Services - DCD Budget Assumptions

### PROJECT BUDGET

	Health Services		Total Project	
	Addition	DCD Room	Cost	
Casework	8,500	-	8,500	
Construction	1,220,000	330,000	1,550,000	
Design	78,000	13,500	91,500	
FFE (owner)	15,000	5,000	20,000	
Soil Boring (owner)	3,580	-	3,580	Independent Testing Technologies
Mechanical Commissioning	-	-	-	
<i>add</i>	-	-	-	
<i>add</i>	-	-	-	
	1,325,080	348,500	<b>1,673,580</b>	

### PROJECT FINANCING

ESSER III Funds (Fin 160) - Federal	880,000	
Internal Committed Funds - State/Local	434,984	<i>final amount to be approved by School Board</i>
Cass County ARPA Federal Funds	265,016	
Operating Capital - State/Local	85,000	
Special Education - State	5,000	
District Paid Expenses	3,580	
<i>add</i>	-	
<i>add</i>	-	
	1,673,580	
	-	<i>Balance to Finance</i>
	<b>1,673,580</b>	

**MEMORANDUM OF AGREEMENT**

**Between**

**School Service Employees Local 284**

**and**

**Pine River-Backus School District No. 2174**

WHEREAS, the School Service Employees Local 284 is the Exclusive Representative of the Support Staff Bargaining Unit (Union) in Independent School District No. 2174, Pine River-Backus (District) and

WHEREAS, the parties are governed by a Collective Bargaining Agreement for the 2020-2023 contract period; and

NOW, THEREFORE, the District and Union agree to the following amendment to the current contract.

**Appendix A - Wage Rates**

The following wage rates will be effective for hours worked January 1, 2023 to June 30, 2023:

Step	Para-professionals	Admin Asst	Behavior Mgmt	Custodian	Maintenance Worker I	Maintenance Worker II
0	\$14.99	\$16.39	\$20.34	\$15.85	\$19.64	\$17.75
1	\$15.42	\$16.66	\$20.61	\$16.12	\$19.91	\$18.02
2	\$15.96	\$17.20	\$20.94	\$16.66	\$20.45	\$18.56
3	\$16.50	\$17.75	\$21.26	\$17.20	\$20.99	\$19.10
4	\$17.04	\$18.29	\$21.59	\$17.75	\$21.53	\$19.64
5	\$17.58	\$18.83	\$21.91	\$18.29	\$22.07	\$20.18
6	\$18.12	\$19.37	\$22.24	\$18.83	\$22.61	\$20.72
10	\$18.39	\$19.64	\$22.40	\$19.10	\$22.89	\$20.99
15	\$18.67	\$19.91	\$22.56	\$19.37	\$23.16	\$21.26
20	\$18.94	\$20.18	\$22.83	\$19.64	\$23.43	\$21.53

The following rates apply to two individuals whose hourly wage remains at a rate which exceeds the schedule established for their assigned classification:

- Lori Flategraff \$20.35
- Lori Kish \$19.68

## Other Considerations for Maintenance, Custodians and Paraprofessionals

### Maintenance and Custodian:

1. Assistant to the supervisor shall be paid 20 cents an hour above schedule.
2. Night supervisors shall be paid 20 cents an hour above schedule.
3. Boiler checks shall be paid at time and one-half times the hourly rate of pay on weekends and at a rate of double the hourly rate of pay on holidays. This shall apply to routine boiler checks only. Additional weekend or holiday time worked shall be compensated at regular and overtime rates as appropriate. If a holiday falls on a weekend, the actual date of the holiday shall be used to pay double time. Employees performing boiler checks shall be paid a minimum of two (2) hours.
4. All 2nd shift employees shall be paid 40 cents an hour above schedule.
5. Employees substituting for the Director of Buildings and Grounds: In the event that a maintenance worker employee substitutes for the Director of Buildings and Grounds when he/she is on leave, said employee will be compensated an additional \$4 per hour to reflect the additional responsibility and supervision needed to substitute in this capacity. Substitute hours must be authorized by the Director of Buildings and Grounds.
6. Footwear allowance: Full-time, twelve-month contracted custodial and maintenance workers who have passed their probationary period, will be reimbursed up to \$200 once each two-year period upon submission of an original receipt for one pair safety-toed boots/shoes only when no other foot protection is provided by the District.

### Paraprofessionals:

1. Paraprofessionals working with students Kindergarten through Grade 12 assigned to a Level III Program or to a student who is identified as in need of Level III services in the IEP shall be paid \$2.50 an hour above schedule. The time spent in the program or with the student should be a minimum of 5 hours per week or an average of 1 hour per day. Any time less than that requires principal approval. Paraprofessionals who are needed to substitute, at the direction of the building principal, in a Level III program or with a student receiving Level III services documented in their IEP shall record their time and be paid \$2.50 an hour above schedule for time. The additional pay will begin with the first full hour of subbing in this capacity. **(Level III follows the federal regulation description and is defined as a student who requires special education services outside of the regular education classroom for more than 60 percent of the day. The**

**Level III distinction may change due to changes in service minutes documented in the IEP.)**

2. Paraprofessionals who are assigned to a student who is identified as needing a behavior management specialist in the IEP or substituting for a behavior management specialist shall record their time and be paid at step 0 of the behavior management specialist wage according to the current wage matrix.
  
3. In the event a paraprofessional supervises the classroom when the teacher is out of the building without a replacement teacher or has supervisory duties of a classroom when a teacher is not present shall be compensated an additional \$4 per hour to reflect the additional responsibility and supervision needed in this capacity. If the classroom/program has multiple paraprofessionals to support the classroom/program one paraprofessional will be designated in this capacity. The additional pay will begin with the first full hour of supervision.

This language will be included in the 2023-2025 master agreement.

FOR:

Service Employees International Union,  
Local 284

By: \_\_\_\_\_  
Local 284 Representative

Dated: \_\_\_\_\_

FOR:

Pine River-Backus School District

By: \_\_\_\_\_  
Board Chair

Dated: \_\_\_\_\_

MASTER AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 2174

and the

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #284

JULY 1, ~~2020~~ 2023 – JUNE 30, ~~2023~~-2025

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Article I  
Purpose

This Agreement is entered into between Independent School District 2174, Pine River-Backus, Minnesota, hereinafter referred to as the District or the School District, and the Service Employees International Union, Local 284, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for all employees of the School District who are support staff and whose employment service exceeds the lesser of fourteen (14) hours per week or 35% of the normal work week in the appropriate unit and more than sixty-seven (67) days per year excluding the following: confidential employees, supervisory employees, and such other employees excluded by law. For purposes of this Agreement, the term, "appropriate unit," shall include all support staff employees in classifications of custodian, maintenance, ~~clerical administrative assistant, instructional assistant~~ ~~paraprofessional~~ and behavior management specialist.

Article II  
Recognition of Exclusive Representative

Section 1. Recognition: In accordance with the PELRA, the School District recognizes Service Employees International Union, Local 284 as the exclusive representative for all employees of the District and are so recognized in Article I.

Section 2. Exclusive Representative: The exclusive representative shall represent all employees of the District contained in the appropriate unit as defined in Article I of the Agreement until such time as it shall lose an election held pursuant to the PELRA or until it shall be decertified by a court of competent jurisdiction or by the Commissioner of the Minnesota Bureau of Mediation Services (BMS) as authorized by the PELRA.

Article III  
Definitions

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contribution or benefits and the District's policies affecting the working conditions of the employees.

Section 2. School District or District: For purposes of administering this Agreement, the term, "School District," or the term, "District," shall mean the School Board or its designated representative(s).

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

Article IV  
School District Rights

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

Section 2. Management Responsibilities: The exclusive representative specifically recognizes the rights and obligation of the School Board to efficiently manage and conduct the operation of the School District with its primary obligation to provide educational opportunity for the students.

Section 3. Effects of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that all employees covered by this Agreement are subject to the laws of the State. 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 School District rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in the Agreement are reserved to the School District.

## Article V Employee Rights

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

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit.

Section 3. Request for Dues Check-Off: With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction. The School District agrees to honor and implement all the terms of dues-check off authorization submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member) and all other provisions agreed to by the employee as stated in the authorization. Such dues shall be remitted to the Union monthly.

~~Deductions may be terminated by the employee by giving 30 days' written notice to the District's business office to stop such deductions.~~

Section 4. Exclusive Representative Leave: At the beginning of every school year, the exclusive representative shall be credited with five (5) days, non-accumulative, for the purpose of conducting the duties of the exclusive representative, to be used by the employees who are officers or agents of the exclusive representative. The exclusive representative agrees to notify the District in writing prior to using said leave. The exclusive representative agrees to reimburse the cost of the substitutes.

Article VI  
Rates of Pay

Section 1. Rates of Pay: The wages and salaries, including the night shift differentials, for the period commencing July 1, ~~2020~~ 2023, through June 30, ~~2023~~ 2025, are set forth in the salary schedules, which are attached hereto and made a part hereof.

Section 2. Duration: In the event a successor Agreement is not entered into prior to the expiration of this Agreement, employees shall be compensated according to their current rate until a successor Agreement is entered into, with the approved salary schedules retroactive to July 1, ~~2020~~ 2023. The District reserves the right to withhold a salary increase in individual cases, but shall give written notice to the exclusive representative at least ten (10) days prior to withholding the pay increase. The notice shall state the reason for such action.

Section 3. Departments will be defined as:

- Custodial Maintenance – will include the following classifications: Custodial, Maintenance Worker I and Maintenance Worker II.
- Paraprofessional/BMS – will include the following classifications: Paraprofessional and Behavior Management Specialist.
- ~~Clerical Administrative Assistant~~ – will include the ~~Clerical Administrative Assistant~~ classification.

Section 4. New Employees, Rehires or Change in Classification: All new employees or employees who have resigned and/or were terminated, at the time of hire or rehire shall start at ~~step 0~~ an administratively placed step determined by work experience and training. In the case of an employee who moves from one position to a higher classification within the same department or between classifications, the rate of pay will be a lateral step move negotiated. The district will ensure the employee is kept whole. In the case of an employee moving or being reduced to a lower classification within the same department, the rate of pay will be a lateral step move.

Section 5. Substitute Pay: A Maintenance II employee with a current first class boilers license substituting for a Maintenance I employee for ten (10) or more consecutive days shall be paid the current regular Maintenance I rate of pay or the said substitute's rate of pay whichever is higher commencing on the 11<sup>th</sup> day. Employees will not go down in pay if substituting in a lower category. Employees substituting in their current job classification shall retain their current rate of pay. At the request of the building principal or director, qualified employees substituting in a higher job grade will be paid at the higher job grade probationary rate for the duration of the substitute period. ~~Substitute periods must be at least four hours in duration and/or prearranged. No employee shall be paid less (inclusive of shift differential) when substituting for another employee, filling a vacant position and/or called to come in on a day shift. The loss of shift differential occurs when an employee is working days on school breaks and is not substituting for another employee, filling a vacant position and/or is contracted to come in on a day shift.~~

Article VII  
Group Insurance

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

Section 2. Claims Against the School District: 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 3. Duration of Insurance Contribution: An employee is eligible for School District contribution as negotiated as long as the employee is employed by the District, on paid status and enrolled in the School District's group insurance plans. Upon termination of employment, all District contribution shall cease.

Section 4. Eligibility: Insurance benefits shall be provided for all eligible employees. In order to be eligible, an employee must work an average of twenty (20) hours per week for 4 weeks.

Section 5. Health Insurance Coverage: The School District shall contribute a sum of up to ~~\$500~~ \$640 per month ~~through November 2020 for the 2023-24 school year; \$550 and \$689 per month effective December 2020; \$565 per month for the 2021-2022 2024-25 school year; and \$585 per month for the 2022-2023 school year~~ toward the District's group health insurance plan for each employee who qualifies for and is enrolled in said plan.

Section 6. Life Insurance Coverage: The School District shall provide term life insurance in the amount of \$20,000. Premiums for term life insurance shall be paid by the District for as long as the employee is employed by the School District.

Section 7. Retirement Eligibility: Upon retirement, employees who are at least 55 years of age and have at least fifteen years of service to the School District, shall be eligible to remain in the existing group health and hospitalization insurance plan per MN 471.61 (Group benefits for officers, employees, retirees). Employees shall pay the premium for such coverage.

#### Article VIII Leaves of Absence

Section 1. Sick Leave: The employees covered under this Agreement shall earn sick leave at the rate of one and one-fourth days for each month of service in the employ of the District. In order to be eligible, an employee must work an average of twenty (20) hours per week for four (4) weeks. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Instructional Assistants who work a minimum of 4 hours per day during the summer school sessions will earn additional sick leave based on the following formula:  $1.25/20 \text{ days} = .0625 \times \text{number of days worked}$  (example  $1.25 / 20 = .0625 \times 24 \text{ days} = 1.5 \text{ days of sick leave earned}$ ).

Subd. 1. Unused sick leave days may accumulate to a maximum credit of 100 days.

Subd. 2. 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 injury which prevented his/her attendance at school and performance of duties on that day or days. Employees may also use their sick leave for serious illness or injury of the employee's spouse, children, adult children, parents, mother-in-law, father-in law, sibling, grandchild, grandparent or stepparent when it requires the employee's absence from work. Serious illness or injury will generally be interpreted to mean such disability requiring hospitalization, emergency room treatment or close bedside supervision. Employees may use sick leave in accordance with Minnesota Statutes 181.9413.

Subd. 3. If an employee is absent for three (3) or more days, the District may require the employee to furnish a medical certificate from a qualified physician as evidence of 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 a medical certificate will be required, the employee will be so advised. The District may require an employee to furnish a medical certificate from a qualified physician as evidence of fitness to return to work.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 5. Sick leave pay shall be approved upon submission of a signed sick leave form.

Section 2. Funeral Leave: Up to five (5) days of funeral leave per year with pay shall be allowed for making funeral arrangements and attending the funeral of a spouse, child, mother, father, brother, sister,

grandparents, grandchildren, and corresponding in-laws. Up to two (2) days funeral leave per year with pay will be allowed to attend funerals for individuals not set forth above. All days granted shall be deducted from accumulated sick leave.

### Section 3. Child Care Leave:

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

Subd. 2. An employee making application for child care leave shall inform the Superintendent in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. A pregnant employee will provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery. Employee shall be eligible for sick leave pursuant to the sick leave provisions during the period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 5. An employee returning from child care leave shall be reemployed in a like or similar position for which he/she is qualified unless previously discharged or placed on unrequested leave of absence. The employee shall retain all previous seniority credit, pay and all accrued pre-leave benefits.

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

Subd. 7. Leave under this section shall be without pay or fringe benefits.

### Section 4. Medical Leave:

Subd. 1. Any employee who has completed his/her probationary period and who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit, may upon written request, be granted a medical leave of absence without pay up to 6 months at the discretion of the District.

Subd. 2. A request for leave of absence under this section shall be accompanied by a written statement from a qualified physician outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Subd. 3. An employee making application for a medical leave shall inform the Superintendent in writing thirty (30) days in advance of the start of the medical leave, when the reason for the leave is foreseeable.

### Section 5. Personal Leave

Subd. 1. All Employees are granted up to three (3) days of personal leave with pay per year. Employees who have ten (10) years or more of continuous service as of the first day of the fiscal year shall be granted one (1) additional day of personal leave. Personal leave is accumulative to

five (5) days, to be deducted from accumulated sick leave, for situations that arise requiring the employee's personal attention and which are not covered under other provisions of this Agreement. Employees under ten (10) years of continuous service will be able to carry over two (2) days and employees with more than ten (10) years of continuous service may be able to carry over one (1) day from the prior year.

Subd. 2. No explanation needs to be given for personal leave.

Subd. 3. The employee shall state in writing prior to the absence, that the leave is to be taken as personal leave, and the leave shall be requested with three (3) day, advance, written notification to the Superintendent or the Superintendent's designee. The three (3) day, advance, written notification will be waived and approval may be granted by the Superintendent or the Superintendent's designee upon written notification when the personal leave is needed due to an emergency situation.

Subd. 4. Personal leave will be granted in minimum of one (1) hour increments.

Subd. 5. The number of personal leave requests granted on any given day shall be limited to 10 % of the employee group by job class. More employees may be granted personal leave at the discretion of the Superintendent. Personal leave will be granted in the order the requests are received by the School District office.

Subd. 6. Employees shall not use personal leave on these two occasions:

1. During or on in-service days that are part of the employee's work schedule,
2. During the first and last five (5) student contact days.

Employees will make every effort to avoid taking personal leave on days preceding or following holidays.

Section 6. Emergency Leave: An employee may be granted an emergency leave up to five (5) days per year – a day is based on the number of the employee's contracted hours worked on one day. Emergency leave is non-accumulative and the days are to be deducted from sick leave and used for emergencies that arise which require the employee's immediate, personal attention. Leave for any catastrophic episode that would exceed the five (5) days per year shall be allowed at the discretion of the School District. All emergency leave days shall be deducted from sick leave.

Subd. 1. Personal or natural disasters are examples of situations for which this leave shall be granted by the School District.

Subd. 2. Requests for emergency leave must be made to the superintendent or his/her designee as soon as possible. The request shall state the reason for the emergency leave request. To qualify for pay, all leaves must be approved in writing. The School District reserves the right to refuse to grant such leave if, under the circumstances involved, the School District determines that such leave shall not be granted.

Section 7. FMLA Leave: Each employee in the unit shall be entitled to rights enumerated in the federal Family Medical Leave Act, regardless of hours worked annually.

Section 8. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance.

Section 9. Jury Duty: All employees shall be granted pay by the School District amounting to the difference between their regular pay and the jury duty pay if required to serve on jury duty during hours which conflict with the employee's regular work day.

Article IX  
403(b) Matching Annuity Benefit

Section 1. 403(b) Matching Annuity Benefit Eligibility: An employee working six (6) hours or more per day shall be entitled to a matching School District contribution to an approved Minnesota 403(b) pursuant to M.S. 356.24. The District shall contribute annually an amount equal to the amount contributed by the employee, not to exceed the limits set forth in Section 2. Employees working less than six (6) hours but more than three (3) hours per day shall receive a prorated amount.

Section 2. 403(b) District Match Benefit: The District's annual maximum benefit is as follows:

<u>Years of Service</u>	<u>District Matching Annual Contribution</u>
0-3 years	\$ 0.00
4-10 years	\$ 250.00
11-20 years	\$ 500.00
21+ years	\$1,000.00

Article X  
Work Week and Work Year

Section 1. Basic Work Year: The basic work year shall be from July 1 to June 30.

Section 2. Work Week: The work week shall commence at 12:01 a.m. on Sunday and conclude at midnight the following Saturday. This work week shall be used to determine overtime as defined by Federal guidelines.

Section 3. School Closings: Support staff shall not experience a reduction in pay if school is called off early or starts late due to an emergency. In the event school is closed for a full day for any reason the District will schedule make-up days for the first two days school is closed in any year. The District will determine work activities for make-up days and may include student contact, professional development and/or other appropriate work activities.

Section 4. Overtime: Overtime will be paid at the rate of time and one-half for hours in excess of forty hours worked per week. No overtime will be allowed without prior written approval of the employee's immediate supervisor. When compensatory time is earned for overtime work, it will also be earned at the rate of time and one half for hours in excess of forty hours worked per week, but can only be earned with the supervisor's approval (Fair Labor Standards Act Sec 7(0)(1)).

Section 5. Notification: Any employee not previously notified of job continuation and who is not going to be offered a position in the upcoming school year will be notified by August 15.

Section 6. Lunch Period: Employees working more than four (4) hours per day shall be provided a duty-free unpaid lunch period of at least thirty (30) minutes.

Section 7. Breaks: Employees working 6-8 hours per day will be granted two (2) breaks not to exceed ten (10) minutes each. Employees working eight (8) or more hours a day will be granted (2) breaks not to exceed fifteen (15) minutes each. All breaks will be scheduled at the employee's discretion at a time consistent with meeting the needs of students and approved by the supervisor.

Section 8. Paraprofessional In-Service Time: All paraprofessionals working 6.5 hours or more per day will be scheduled for a minimum of thirteen hours of in-service training annually. Paraprofessionals working less than 6.5 hours per day will receive a minimum amount of in-service training equal to two days' worth of their contracted hours per day. Time will be scheduled within the contractual work schedule when possible. If training time is scheduled during extended time, the time will be compensated via a time card and paid at the paraprofessional's hourly rate.

Article XI  
Probationary Period

An employee working less than twelve (12) months under the provisions of this Agreement shall serve a probationary period of ninety (90) workdays. A twelve (12) month employee shall serve a probationary period of 120 workdays. During this probationary period, the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee and during the probationary period the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring grievance on any other provisions of the Master Agreement alleged to have been violated.

Article XII  
Holidays

Section 1. Holidays:

Subd. 1. There shall be ~~10~~ 11 paid holidays for eligible employees working ~~12~~ 11 or more months: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas and New Years Eve. ~~12-month employees will receive Good Friday off without pay provided school is not in session~~

~~Subd. 2. There shall be 8 paid holidays for eligible employees working 11.5 months: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving and Christmas.~~

~~Subd. 3. There shall be 7 paid holidays for eligible employees working 10.5 months: New Year's Day, Presidents' Day, Memorial Day, Labor Day, Thanksgiving, Friday after Thanksgiving and Christmas.~~

Subd. 4. There shall be 6 paid holidays for eligible employees working ~~10~~ less than 11 months: New Year's Day, Memorial Day, Labor Day, Thanksgiving, Friday after Thanksgiving and Christmas.

~~Subd. 5. There shall be 5 paid holidays for eligible employees working 9 months: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas, and Memorial Day.~~

~~Subd. 6. Number of months worked is defined under Article VII, Section 5.~~

Section 2. Weekends: Holidays that fall on a weekend will be observed on Friday or Monday whichever is closest.

Section 3. Vacation: Any paid holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Article XIII  
Earned Vacation

Section 1. Employees who work 1900-2080 hours per year shall accrue vacation as follows:

- a. Five (5) days after one year,
- b. Ten (10) days after two years,
- c. Fifteen (15) days after seven years,
- d. Twenty (20) days after twenty years.

Section 2. Employees who work ~~1650~~ 1450-1899 hours per year shall accrue vacation as follows: Prorata vacation time as per Section 1. ~~Proration based on months worked as defined under Article VII, Section 5.~~

Section 3. Application:

Subd. 1. If the employee resigns before completing the first full year of service, the employee shall not be entitled to any vacation pay. An employee who has completed at least one full year of service shall be entitled to receive the prorata pay for unused vacation time provided such employee provides the District with at least 2 weeks advance, written notice of the employee's resignation time.

Subd. 2. The scheduling of all vacation time shall be approved in writing by the immediate supervisor.

Subd. 3. Full year of service or advancement date is the employee's employment anniversary date.

Subd. 4. Employees will be able to carry over up to ten (10) vacation days each year based on individual anniversary dates. Vacation days in excess of ten (10) days will be lost.

Section 4. Current district employees that do not receive vacation and are awarded a position that earns vacation shall be credited for prior service proportionate to their work year. (e.g. a 10 month employee working 9 years would have 90 months of credit, resulting in 7 years credit on the vacation schedule and 15 vacation days awarded).

#### Article XIV Lay-off and Recall Procedure

Section 1. Seniority Rights: All employees covered by this Agreement are accorded seniority rights within their department. The District shall provide a current District wide seniority list yearly.

Section 2. Lay-off Procedure:

Subd. 1. The School District recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. Seniority shall be determined by total years of continuous employment within the department. Employees with the least continuous service will be laid off first. If an employee's position is eliminated or his/her hours are reduced by more than fifteen (15) minutes per day, or the employee becomes unable to perform the duties of the higher classification, the employee shall have the right to displace any employee with lesser seniority within their department. In applying the fifteen (15) minute reduction provision, employees will need to bump into an entire job and shall not be allowed to extract 15 minute blocks from other current positions. If an opening subsequently occurs, the laid off employee with the most seniority within their department shall be recalled first. If a laid-off employee elects not to return to work when recalled, the employee shall forfeit recall rights. Employees shall remain on the recall list for twelve (12) calendar months from the date of the lay-off and must accept or decline the District's recall in writing within two (2) weeks of the date of notification.

Subd. 2. When possible, employees shall be notified in writing by the Superintendent or designee no less than 14 days prior to the effective date of a position elimination or reduction. Affected employees will be notified in writing prior to any School Board action.

Section 3. Tie-Breaker: For purposes of lay-off and recall, the School District will determine which employee is most senior by first determining each employee's first day of employment. If a tie still exists, the School District will secondly determine the date each employee was hired by the School Board action.

If a tie still exists, the School District will then determine the most senior employee by declaring the employee first hired by the School Board motion to be the most senior employee.

Section 4. An employee moving between job classifications will be subject to a new probationary period. The employee moving between job classifications will not be terminated without just cause but may be moved back to their previous classification during the probationary period. Upon completion of the probationary period, employees shall have the right to recall in the event such positions are eliminated and then reinstated. Such employees shall retain their seniority, layoff, bumping and recall rights afforded under this Article to their former classification within their department, regardless of completion of the new probationary period.

## Article XV Job Posting, Vacancies and Added Time

### Section 1. Job Posting and Vacancies:

Subd. 1. All vacancies and/or new positions and job postings shall be internally posted for a period of six (6) working days concurrent with any other method of job posting. All employees will be provided the opportunity to apply for posted positions. At the close of the posting, said position shall be awarded within ten (10) working days of School Board ratification.

Subd. 2. The posting procedure for the summer months will be to notify the union steward. The union steward will inform employees who are not working the summer months of said postings.

Subd. 3. All current employees who formally, in writing, apply for all or part of a posted position shall receive an interview with the appropriate administrator responsible. Following the interview, if not selected to fill the position the applicant shall receive a response from the appropriate administrator as to the reason(s).

Section 2. Added Time: Additional work time of one (1) hour or more per week, when such time becomes available, shall be provided to employee(s) who apply through the posting procedure and are qualified and the assignment is workable under their schedule. The procedure shall be as follows: if the District agrees to additional time, employees in that category will be given consideration before any further interviewing. Said positions for added time will only be posted if they exceed twenty (20) working days in duration.

## Article XVI Grievance Procedure

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

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

### Section 3. Definitions and 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.

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, Sunday or legal holiday in which event the period runs until the end of the next work day which is not a Saturday, Sunday or 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.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the office of the Superintendent, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first event giving rise to the grievance occurred. Failure to file a 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 5. Adjustments of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee with the School District in the following manner.

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the Superintendent shall give a written decision on the grievance within fifteen days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten days after receipt of the decision. If a grievance is properly appealed at the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated to hear the appeal at this level and report findings and recommendations back to the School Board. The School Board shall then render its decision.

Section 6. Denial of a Grievance: Failure by the School Board or its representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 7. Arbitration Procedures: In the event the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision in Level II of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to the PELRA, providing such request is made within ten days after request for arbitration. The request shall ask the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment, to forward to the arbitrator, with a copy to the School Board, the submission of the grievance, which shall include the following:

1. The issues involved.
2. Statement of the facts
3. Position of the grievant.
4. The written documents relating to Section 5 above of the grievance procedure.

The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

Section 8. Elections of Remedies and Waiver: The party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## Article XVII Duration

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force for a period commencing on its date of execution, through June 30, ~~2023~~ 2025, and thereafter until modifications are

made. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of the Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the designated 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, unless mutually agreed upon between employees and the District. Nothing in this Agreement shall be construed to obligate the District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term of the Agreement.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of 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 provision of this Agreement or the application of any provision thereof.

Service Employees International Union, Local 284

Independent School District 2174

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
School Board Clerk

Appendix A – Wage Rates

**2023-2024**

Step	Para-professional	Administrative Assistant	Behavior Mgmt	Custodian	Maintenance Worker I	Maintenance Worker II
1	\$15.42	\$16.66	\$20.61	\$16.12	\$19.91	\$18.02
2	\$15.96	\$17.20	\$20.94	\$16.66	\$20.45	\$18.56
3	\$16.50	\$17.75	\$21.26	\$17.20	\$20.99	\$19.10
4	\$17.04	\$18.29	\$21.59	\$17.75	\$21.53	\$19.64
5	\$17.58	\$18.83	\$21.91	\$18.29	\$22.07	\$20.18
6	\$18.12	\$19.37	\$22.24	\$18.83	\$22.61	\$20.72
7	\$18.39	\$19.64	\$22.40	\$19.10	\$22.89	\$20.99
8	\$18.67	\$19.91	\$22.56	\$19.37	\$23.16	\$21.26
9	\$18.94	\$20.18	\$22.83	\$19.64	\$23.43	\$21.53

**2024-2025**

Step	Para-professional	Administrative Assistant	Behavior Mgmt	Custodian	Maintenance Worker I	Maintenance Worker II
1	\$16.42	\$17.66	\$21.61	\$17.12	\$20.91	\$19.02
2	\$16.96	\$18.20	\$21.94	\$17.66	\$21.45	\$19.56
3	\$17.50	\$18.75	\$22.26	\$18.20	\$21.99	\$20.10
4	\$18.04	\$19.29	\$22.59	\$18.75	\$22.53	\$20.64
5	\$18.58	\$19.83	\$22.91	\$19.29	\$23.07	\$21.18
6	\$19.12	\$20.37	\$23.24	\$19.83	\$23.61	\$21.72
7	\$19.39	\$20.64	\$23.40	\$20.10	\$23.89	\$21.99
8	\$19.67	\$20.91	\$23.56	\$20.37	\$24.16	\$22.26
9	\$19.94	\$21.18	\$23.83	\$20.64	\$24.43	\$22.53

Employees will advance one step only at the beginning of each school year. Employees must have completed the probationary period to qualify for step advancements.

~~Employees marked on Appendix B with a \* are considered off schedule and will receive a 3% increase in year one and a 2.5% increase in year 2 and 3.~~

**Other Considerations for Maintenance and Custodians**

1. Assistant to the supervisor shall be paid 20 cents an hour above schedule.
2. Night supervisors shall be paid 20 cents an hour above schedule.
3. Boiler checks shall be paid at time and one-half times the hourly rate of pay on weekends and at a rate of double the hourly rate of pay on holidays. This shall apply to routine boiler checks only. Additional weekend or holiday time worked shall be compensated at regular and overtime rates as appropriate. If a holiday falls on a weekend, the actual date of the holiday shall be used to pay double time. Employees performing boiler checks shall be paid a minimum of two (2) hours.
4. All 2<sup>nd</sup> shift employees shall be paid 40 cents an hour above schedule.

5. Employees substituting for the Director of Buildings and Grounds: In the event that a maintenance worker employee substitutes for the Director of Buildings and Grounds when he/she is on leave, said employee will be compensated an additional \$4.00 per hour to reflect the additional responsibility and supervision needed to substitute in this capacity. Substitute hours must be authorized by the Director of Buildings and Grounds.
6. Footwear allowance: Full-time, twelve-month contracted custodial and maintenance workers who have passed their probationary period will be reimbursed up to \$200 once each two-year period upon submission of an original receipt for one pair safety-toed boots/shoes only when no other foot protection is provided by the District.

For further clarification see job descriptions in District Office.

### **Other Considerations for Paraprofessionals**

1. Paraprofessionals working with students Kindergarten through Grade 12 assigned to a Level III Program or to a student who is identified as in need of Level III services in the IEP shall be paid \$2.50 an hour above schedule. The time spent in the program or with the student should be a minimum of 5 hours per week or an average of 1 hour per day. Any time less than that requires principal approval. Paraprofessionals who are needed to substitute, at the direction of the building principal, in a Level III program or with a student receiving Level III services documented in their IEP shall record their time and be paid \$2.50 an hour above schedule for time. The additional pay will begin with the first full hour of subbing in this capacity. (Level III follows the federal regulation description and is defined as a student who requires special education services outside of the regular education classroom for more than 60 percent of the day. The Level III distinction may change due to changes in service minutes documented in the IEP.)
2. Paraprofessionals who are assigned to a student who is identified as needing a behavior management specialist in the IEP or substituting for a behavior management specialist shall record their time and be paid at step 1 of the behavior management specialist wage according to the current wage matrix.
3. In the event a paraprofessional supervises the classroom when the teacher is out of the building without a replacement teacher or has supervisory duties of a classroom when a teacher is not present shall be compensated an additional \$4 per hour to reflect the additional responsibility and supervision needed in this capacity. If the classroom/program has multiple paraprofessionals to support the classroom/program one paraprofessional will be designated in this capacity. The additional pay will begin with the first full hour of supervision.

**Appendix B**

**Paraprofessionals/Behavior Management Specialists**

Name	Year 1		Year 2		Year 3	
	Step	403(b) yr	Step	403(b) yr	Step	403(b) yr
Ackerman, J.	6	10	7	11	8	12
Brown, J.	5	6	6	7	7	8
Bryant, C.	3	3	4	4	5	5
Bumgarner, B.	7	16	8	17	9	18
Busse, H.	2	2	3	3	4	4
Crimmins, S.	1	1	2	2	3	3
Cunningham, K.	6	11	7	12	8	13
*Cusac, K.	Off	21+	Off	21+	Off	21+
*Flategraff, L.	Off	21+	Off	21+	Off	21+
Fuchs, D.	5	6	6	7	7	8
Gardiner, S.	1	1	2	2	3	3
Geschwill, K.	6	10	7	11	8	12
*Gravett, B.	Off	21+	Off	21+	Off	21+
Grindahl, C.	8	11	9	12	10	13
*Hellen, K.	Off	21+	Off	21+	Off	21+
Johnson, Kelly	6	10	7	11	8	12
Johnson, Kim	6	11	7	12	8	13
Jorgensen, M.	7	18	8	19	9	20
Kennedy, D.	7	15	8	16	9	17
Kenyon, C.	1	1	2	2	3	3
*Kish, L.	Off	21+	Off	21+	Off	21+
*Lael, M.	Off	21+	Off	21+	Off	21+
Mehrman, J.	1	1	2	2	3	3
Neuman, L.	3	3	4	4	5	5
Richards, T.	6	10	7	11	8	12
Rugroden, S.	5	6	6	7	7	8
Smith, A.	2	2	3	3	4	4
Smith, N.	8	11	9	12	10	13
Smith, T.	3	3	4	4	5	5
Trautman, T.	0	0	1	1	2	2
Wolske, L.	5	6	6	7	7	8

**Clerical**

Name	Year 1		Year 2		Year 3	
	Step	403(b) yr	Step	403(b) yr	Step	403(b) yr
Bartholomay, L.	4	4	5	5	6	6
Brasel, J.	5	17	6	18	7	19
Crannell, C.	6	8	7	9	8	10
Griffith, J.	19	19	20	20	20	21+

**Custodial/Maintenance**

<b>Name</b>	<b>Year 1</b>		<b>Year 2</b>		<b>Year 3</b>	
	<b>Step</b>	<b>403(b) yr</b>	<b>Step</b>	<b>403(b) yr</b>	<b>Step</b>	<b>403(b) yr</b>
Kitson, D.	1	1	2	2	3	3
Lockhart, R.	6	15	7	16	8	17
Long, J.	6	9	7	10	8	11
Mahana, E.	2	2	3	3	4	4
Nelson, J.	1	1	2	2	3	3
Niskanen, J.	20	21+	20	21+	20	21+
Niskanen, P.	20	21+	20	21+	20	21+

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by and between Service Employees International Union, Local 284 (“Union”) and Independent School District No. 2174 (“District”).

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for custodial staff, maintenance staff, clerical staff, behavior management specialists and paraprofessionals (“employees”) who are employed by the District;

WHEREAS, the current CBA has a ~~three~~ two-year term that began on July 1, ~~2020~~ 2023 and ends on June 30, ~~2023~~ 2025;

WHEREAS, Article VIII of the CBA addresses Leaves of Absence but does not address unpaid leave. The School District has had a practice of allowing unpaid leave to employees. The School District wishes to enter into an agreement with the Union that will expire at the end of the current ~~2020-2023~~ 2023-2025 contract.

WHEREAS, the Union and the District want to modify the CBA to allow employees to use up to three (3) days of unpaid leave each school year until a new CBA is entered into;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA, the Union and the District agree as follows:

1. **Modification of Article VIII.** Effective upon execution of this memorandum of agreement, the Union and the District agree to allow employees who have exhausted their personal leave, or in combination with, up to three (3) days of unpaid leave per school year. The number of unpaid leave requests granted on any given day shall normally be limited to 10% of the employee group by department. More employees may be granted at the discretion of the Superintendent. Unpaid leave requests will be granted in the order the requests are received by the School District Office.
2. **Equal drafting.** In the event any person asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by the parties.
3. **Entire Agreement.** This MOA constitutes the entire agreement between the parties relating to changes in Articles VIII that are described above. This MOA controls to the extent that it conflicts with terms of the CBA. No party has relied upon any statements or promises that are not set forth in this MOA. No changes to this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

**SEIU, LOCAL 284**

\_\_\_\_\_  
Jill Berntsen, Union Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carol Hanson, Regional Contract Organizer

\_\_\_\_\_  
Date

**INDEPENDENT SCHOOL DISTRICT NO. 2174**

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

Memorandum of Understanding  
Between  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #284  
And  
PINE RIVER-BACKUS SCHOOL DISTRICT #2174

Regarding: Article XIII - Earned Vacation

The Pine River-Backus Local #284 and Pine River-Backus School District #2174 hereby mutually agree to amend their collective bargaining agreement for the period of July 1, 2023 to June 30, 2025. The purpose for this memorandum is to ensure employees are compensated at their hourly rate for earned vacation time that voluntarily went unused during this time of worker shortage in order to meet student, building cleaning and maintenance needs. It is also the intent that no employee will lose vacation time as described in Section 3, Subd. 4.

Article XIII - Earned Vacation

Section 1. Employees who work 1900-2080 hours per year shall accrue vacation as follows:

- e. Five (5) days after one year,
- f. Ten (10) days after two years,
- g. Fifteen (15) days after seven years,
- h. Twenty (20) days after twenty years.

Section 2. Employees who work 1650 1450-1899 hours per year shall accrue vacation as follows: Prorata vacation time as per Section 1. Proration based on months worked as defined under Article VII, Section 5.

Section 3. Application:

Subd. 1. If the employee resigns before completing the first full year of service, the employee shall not be entitled to any vacation pay. An employee who has completed at least one full year of service shall be entitled to receive the prorata pay for unused vacation time provided such employee provides the District with at least 2 weeks advance, written notice of the employee's resignation time.

Subd. 2. The scheduling of all vacation time shall be approved in writing by the immediate supervisor.

Subd. 3. Full year of service or advancement date is the employee's employment anniversary date.

Subd. 4. Employees will be able to carry over up to ten (10) vacation days each year based on individual anniversary dates. Vacation days in excess of ten (10) days will ~~be lost.~~ **paid at hourly rate.**

Section 4. Current district employees that do not receive vacation and are awarded a position that earns vacation shall be credited for prior service proportionate to their work year. (e.g. a 10 month employee working 9 years would have 90 months of credit, resulting in 7 years credit on the vacation schedule and 15 vacation days awarded).

This language will be reviewed during the negotiations of the 2025-2027 master agreement.

In witness thereof, the parties have executed the Agreement as follows:

**SEIU, LOCAL 284**

\_\_\_\_\_  
Jill Berntsen, Union Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carol Hanson, Regional Contract Organizer

\_\_\_\_\_  
Date

**INDEPENDENT SCHOOL DISTRICT NO. 2174**

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

**MEMORANDUM OF  
UNDERSTANDING**

**Off Schedule Pay Rates**

WHEREAS, SEIU, Local 284 and the Pine River-Backus School District have reached an agreement on the contract for 2023-2025; and

WHEREAS, there are two employees whose hourly wage remains at a rate which exceeds the schedule established for their assigned classification.

THEREFORE, BE IT RESOLVED and agreed that the individual employee will be assigned wage rates representing an increase in an amount equivalent to the increase applied to the wage-schedule for the 2023/24 and 2024/25, establishing hourly rates as follows:

	<u>2023-24</u>	<u>2024-25</u>
Lori Flategraff	\$20.35	\$21.35
Lori Kish	\$19.68	\$20.68

SEUI Local 284

PINE RIVER-BACKUS ISD 2174

\_\_\_\_\_  
Local 284 Union Representative

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Board Clerk

Date: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

MASTER AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 2174

and the

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #284

JULY 1, 2023 – JUNE 30, 2025

|

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Article I  
Purpose

This Agreement is entered into between Independent School District 2174, Pine River-Backus, Minnesota, hereinafter referred to as the District or the School District, and the Service Employees International Union, Local 284, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for all employees of the School District who are support staff and whose employment service exceeds the lesser of fourteen (14) hours per week or 35% of the normal work week in the appropriate unit and more than sixty-seven (67) days per year excluding the following: confidential employees, supervisory employees, and such other employees excluded by law. For purposes of this Agreement, the term, "appropriate unit," shall include all support staff employees in classifications of custodian, maintenance, administrative assistant, paraprofessional and behavior management specialist.

Article II  
Recognition of Exclusive Representative

Section 1. Recognition: In accordance with the PELRA, the School District recognizes Service Employees International Union, Local 284 as the exclusive representative for all employees of the District and are so recognized in Article I.

Section 2. Exclusive Representative: The exclusive representative shall represent all employees of the District contained in the appropriate unit as defined in Article I of the Agreement until such time as it shall lose an election held pursuant to the PELRA or until it shall be decertified by a court of competent jurisdiction or by the Commissioner of the Minnesota Bureau of Mediation Services (BMS) as authorized by the PELRA.

Article III  
Definitions

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contribution or benefits and the District's policies affecting the working conditions of the employees.

Section 2. School District or District: For purposes of administering this Agreement, the term, "School District," or the term, "District," shall mean the School Board or its designated representative(s).

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

Article IV  
School District Rights

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

Section 2. Management Responsibilities: The exclusive representative specifically recognizes the rights and obligation of the School Board to efficiently manage and conduct the operation of the School District with its primary obligation to provide educational opportunity for the students.

Section 3. Effects of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that all employees covered by this Agreement are subject to the laws of the State. 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 School District rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in the Agreement are reserved to the School District.

#### Article V Employee Rights

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

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit.

Section 3. Request for Dues Check-Off: With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction. The School District agrees to honor and implement all the terms of dues-check off authorization submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member) and all other provisions agreed to by the employee as stated in the authorization. Such dues shall be remitted to the Union monthly.

Section 4. Exclusive Representative Leave: At the beginning of every school year, the exclusive representative shall be credited with five (5) days, non-accumulative, for the purpose of conducting the duties of the exclusive representative, to be used by the employees who are officers or agents of the exclusive representative. The exclusive representative agrees to notify the District in writing prior to using said leave. The exclusive representative agrees to reimburse the cost of the substitutes.

#### Article VI Rates of Pay

Section 1. Rates of Pay: The wages and salaries, including the night shift differentials, for the period commencing July 1, 2023, through June 30, 2025, are set forth in the salary schedules, which are attached hereto and made a part hereof.

Section 2. Duration: In the event a successor Agreement is not entered into prior to the expiration of this Agreement, employees shall be compensated according to their current rate until a successor Agreement is entered into, with the approved salary schedules retroactive to July 1, 2023. The District reserves the right to withhold a salary increase in individual cases, but shall give written notice to the exclusive representative at least ten (10) days prior to withholding the pay increase. The notice shall state the reason for such action.

Section 3. Departments will be defined as:

- Custodial Maintenance – will include the following classifications: Custodial, Maintenance Worker I and Maintenance Worker II.
- Paraprofessional/BMS – will include the following classifications: Paraprofessional and Behavior Management Specialist.
- Administrative Assistant – will include the Administrative Assistant classification.

Section 4. New Employees, Rehires or Change in Classification: All new employees or employees who have resigned and/or were terminated, at the time of hire or rehire shall start at an administratively placed step determined by work experience and training. In the case of an employee who moves from one position to a higher classification within the same department or between classifications, the rate of pay will be a lateral step move. The district will ensure the employee is kept whole. In the case of an employee moving or being reduced to a lower classification within the same department, the rate of pay will be a lateral step move.

Section 5. Substitute Pay: A Maintenance II employee with a current first class boilers license substituting for a Maintenance I employee for ten (10) or more consecutive days shall be paid the current regular Maintenance I rate of pay or the said substitute's rate of pay whichever is higher commencing on the 11<sup>th</sup> day. Employees will not go down in pay if substituting in a lower category. Employees substituting in their current job classification shall retain their current rate of pay. At the request of the building principal or director, qualified employees substituting in a higher job grade will be paid at the higher job grade probationary rate for the duration of the substitute period. No employee shall be paid less (inclusive of shift differential) when substituting for another employee, filling a vacant position and/or called to come in on a day shift. The loss of shift differential occurs when an employee is working days on school breaks and is not substituting for another employee, filling a vacant position and/or is contracted to come in on a day shift.

## Article VII Group Insurance

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

Section 2. Claims Against the School District: 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 3. Duration of Insurance Contribution: An employee is eligible for School District contribution as negotiated as long as the employee is employed by the District, on paid status and enrolled in the School District's group insurance plans. Upon termination of employment, all District contribution shall cease.

Section 4. Eligibility: Insurance benefits shall be provided for all eligible employees. In order to be eligible, an employee must work an average of twenty (20) hours per week for 4 weeks.

Section 5. Health Insurance Coverage: The School District shall contribute a sum of up to \$640 per month for the 2023-24 school year; and \$689 per month for the 2024-25 school year toward the District's group health insurance plan for each employee who qualifies for and is enrolled in said plan.

Section 6. Life Insurance Coverage: The School District shall provide term life insurance in the amount of \$20,000. Premiums for term life insurance shall be paid by the District for as long as the employee is employed by the School District.

Section 7. Retirement Eligibility: Upon retirement, employees who are at least 55 years of age and have at least fifteen years of service to the School District, shall be eligible to remain in the existing group health and hospitalization insurance plan per MN 471.61 (Group benefits for officers, employees, retirees). Employees shall pay the premium for such coverage.

## Article VIII Leaves of Absence

Section 1. Sick Leave: The employees covered under this Agreement shall earn sick leave at the rate of one and one-fourth days for each month of service in the employ of the District. In order to be eligible, an employee must work an average of twenty (20) hours per week for four (4) weeks. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Instructional Assistants who work a minimum of 4 hours per day during the summer school sessions will earn additional sick leave based on the following formula:  $1.25/20 \text{ days} = .0625 \times \text{number of days worked}$  (example  $1.25 / 20 = .0625 \times 24 \text{ days} = 1.5 \text{ days of sick leave earned}$ ).

Subd. 1. Unused sick leave days may accumulate to a maximum credit of 100 days.

Subd. 2. 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 injury which prevented his/her attendance at school and performance of duties on that day or days. Employees may also use their sick leave for serious illness or injury of the employee's spouse, children, adult children, parents, mother-in-law, father-in-law, sibling, grandchild, grandparent or stepparent when it requires the employee's absence from work. Serious illness or injury will generally be interpreted to mean such disability requiring hospitalization, emergency room treatment or close bedside supervision. Employees may use sick leave in accordance with Minnesota Statutes 181.9413.

Subd. 3. If an employee is absent for three (3) or more days, the District may require the employee to furnish a medical certificate from a qualified physician as evidence of 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 a medical certificate will be required, the employee will be so advised. The District may require an employee to furnish a medical certificate from a qualified physician as evidence of fitness to return to work.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 5. Sick leave pay shall be approved upon submission of a signed sick leave form.

Section 2. Funeral Leave: Up to five (5) days of funeral leave per year with pay shall be allowed for making funeral arrangements and attending the funeral of a spouse, child, mother, father, brother, sister, grandparents, grandchildren, and corresponding in-laws. Up to two (2) days funeral leave per year with pay will be allowed to attend funerals for individuals not set forth above. All days granted shall be deducted from accumulated sick leave.

Section 3. Child Care Leave:

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

Subd. 2. An employee making application for child care leave shall inform the Superintendent in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. A pregnant employee will provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery. Employee shall be eligible for sick leave pursuant to the sick leave provisions during the period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 5. An employee returning from child care leave shall be reemployed in a like or similar position for which he/she is qualified unless previously discharged or placed on unrequested leave of absence. The employee shall retain all previous seniority credit, pay and all accrued pre-leave benefits.

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

Subd. 7. Leave under this section shall be without pay or fringe benefits.

#### Section 4. Medical Leave:

Subd. 1. Any employee who has completed his/her probationary period and who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit, may upon written request, be granted a medical leave of absence without pay up to 6 months at the discretion of the District.

Subd. 2. A request for leave of absence under this section shall be accompanied by a written statement from a qualified physician outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Subd. 3. An employee making application for a medical leave shall inform the Superintendent in writing thirty (30) days in advance of the start of the medical leave, when the reason for the leave is foreseeable.

#### Section 5. Personal Leave

Subd. 1. All Employees are granted up to three (3) days of personal leave with pay per year. Employees who have ten (10) years or more of continuous service as of the first day of the fiscal year shall be granted one (1) additional day of personal leave. Personal leave is accumulative to five (5) days, to be deducted from accumulated sick leave, for situations that arise requiring the employee's personal attention and which are not covered under other provisions of this Agreement. Employees under ten (10) years of continuous service will be able to carry over two (2) days and employees with more than ten (10) years of continuous service may be able to carry over one (1) day from the prior year.

Subd. 2. No explanation needs to be given for personal leave.

Subd. 3. The employee shall state in writing prior to the absence, that the leave is to be taken as personal leave, and the leave shall be requested with three (3) day, advance, written notification to

the Superintendent or the Superintendent's designee. The three (3) day, advance, written notification will be waived and approval may be granted by the Superintendent or the Superintendent's designee upon written notification when the personal leave is needed due to an emergency situation.

Subd. 4. Personal leave will be granted in minimum of one (1) hour increments.

Subd. 5. The number of personal leave requests granted on any given day shall be limited to 10 % of the employee group by job class. More employees may be granted personal leave at the discretion of the Superintendent. Personal leave will be granted in the order the requests are received by the School District office.

Subd. 6. Employees shall not use personal leave on these two occasions:

1. During or on in-service days that are part of the employee's work schedule,
2. During the first and last five (5) student contact days.

Employees will make every effort to avoid taking personal leave on days preceding or following holidays.

Section 6. Emergency Leave: An employee may be granted an emergency leave up to five (5) days per year – a day is based on the number of the employee's contracted hours worked on one day. Emergency leave is non-accumulative and the days are to be deducted from sick leave and used for emergencies that arise which require the employee's immediate, personal attention. Leave for any catastrophic episode that would exceed the five (5) days per year shall be allowed at the discretion of the School District. All emergency leave days shall be deducted from sick leave.

Subd. 1. Personal or natural disasters are examples of situations for which this leave shall be granted by the School District.

Subd. 2. Requests for emergency leave must be made to the superintendent or his/her designee as soon as possible. The request shall state the reason for the emergency leave request. To qualify for pay, all leaves must be approved in writing. The School District reserves the right to refuse to grant such leave if, under the circumstances involved, the School District determines that such leave shall not be granted.

Section 7. FMLA Leave: Each employee in the unit shall be entitled to rights enumerated in the federal Family Medical Leave Act, regardless of hours worked annually.

Section 8. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance.

Section 9. Jury Duty: All employees shall be granted pay by the School District amounting to the difference between their regular pay and the jury duty pay if required to serve on jury duty during hours which conflict with the employee's regular work day.

#### Article IX 403(b) Matching Annuity Benefit

Section 1. 403(b) Matching Annuity Benefit Eligibility: An employee working six (6) hours or more per day shall be entitled to a matching School District contribution to an approved Minnesota 403(b) pursuant to M.S. 356.24. The District shall contribute annually an amount equal to the amount contributed by the employee, not to exceed the limits set forth in Section 2. Employees working less than six (6) hours but more than three (3) hours per day shall receive a prorated amount.

Section 2. 403(b) District Match Benefit: The District's annual maximum benefit is as follows:

<u>Years of Service</u>	<u>District Matching Annual Contribution</u>
0-3 years	\$ 0.00
4-10 years	\$ 250.00
11-20 years	\$ 500.00
21+ years	\$1,000.00

Article X  
Work Week and Work Year

Section 1. Basic Work Year: The basic work year shall be from July 1 to June 30.

Section 2. Work Week: The work week shall commence at 12:01 a.m. on Sunday and conclude at midnight the following Saturday. This work week shall be used to determine overtime as defined by Federal guidelines.

Section 3. School Closings: Support staff shall not experience a reduction in pay if school is called off early or starts late due to an emergency. In the event school is closed for a full day for any reason the District will schedule make-up days for the first two days school is closed in any year. The District will determine work activities for make-up days and may include student contact, professional development and/or other appropriate work activities.

Section 4. Overtime: Overtime will be paid at the rate of time and one-half for hours in excess of forty hours worked per week. No overtime will be allowed without prior written approval of the employee's immediate supervisor. When compensatory time is earned for overtime work, it will also be earned at the rate of time and one half for hours in excess of forty hours worked per week, but can only be earned with the supervisor's approval (Fair Labor Standards Act Sec 7(0)(1)).

Section 5. Notification: Any employee not previously notified of job continuation and who is not going to be offered a position in the upcoming school year will be notified by August 15.

Section 6. Lunch Period: Employees working more than four (4) hours per day shall be provided a duty-free unpaid lunch period of at least thirty (30) minutes.

Section 7. Breaks: Employees working 6-8 hours per day will be granted two (2) breaks not to exceed ten (10) minutes each. Employees working eight (8) or more hours a day will be granted (2) breaks not to exceed fifteen (15) minutes each. All breaks will be scheduled at the employee's discretion at a time consistent with meeting the needs of students and approved by the supervisor.

Section 8. Paraprofessional In-Service Time: All paraprofessionals working 6.5 hours or more per day will be scheduled for a minimum of thirteen hours of in-service training annually. Paraprofessionals working less than 6.5 hours per day will receive a minimum amount of in-service training equal to two days' worth of their contracted hours per day. Time will be scheduled within the contractual work schedule when possible. If training time is scheduled during extended time, the time will be compensated via a time card and paid at the paraprofessional's hourly rate.

Article XI  
Probationary Period

An employee working less than twelve (12) months under the provisions of this Agreement shall serve a probationary period of ninety (90) workdays. A twelve (12) month employee shall serve a probationary period of 120 workdays. During this probationary period, the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee and during the probationary period

the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring grievance on any other provisions of the Master Agreement alleged to have been violated.

## Article XII Holidays

### Section 1. Holidays:

Subd. 1. There shall be 11 paid holidays for eligible employees working 11 or more months: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas and New Years Eve.

Subd. 4. There shall be 6 paid holidays for eligible employees working less than 11 months: New Year's Day, Memorial Day, Labor Day, Thanksgiving, Friday after Thanksgiving and Christmas.

Section 2. Weekends: Holidays that fall on a weekend will be observed on Friday or Monday whichever is closest.

Section 3. Vacation: Any paid holiday which falls within an employee's vacation period shall not be counted as a vacation day.

## Article XIII Earned Vacation

Section 1. Employees who work 1900-2080 hours per year shall accrue vacation as follows:

- a. Five (5) days after one year,
- b. Ten (10) days after two years,
- c. Fifteen (15) days after seven years,
- d. Twenty (20) days after twenty years.

Section 2. Employees who work 1450-1899 hours per year shall accrue vacation as follows: Prorata vacation time as per Section 1.

Section 3. Application:

Subd. 1. If the employee resigns before completing the first full year of service, the employee shall not be entitled to any vacation pay. An employee who has completed at least one full year of service shall be entitled to receive the prorata pay for unused vacation time provided such employee provides the District with at least 2 weeks advance, written notice of the employee's resignation time.

Subd. 2. The scheduling of all vacation time shall be approved in writing by the immediate supervisor.

Subd. 3. Full year of service or advancement date is the employee's employment anniversary date.

Subd. 4. Employees will be able to carry over up to ten (10) vacation days each year based on individual anniversary dates. Vacation days in excess of ten (10) days will be lost.

Section 4. Current district employees that do not receive vacation and are awarded a position that earns vacation shall be credited for prior service proportionate to their work year. (e.g. a 10 month employee working 9 years would have 90 months of credit, resulting in 7 years credit on the vacation schedule and 15 vacation days awarded).

Article XIV  
Lay-off and Recall Procedure

Section 1. Seniority Rights: All employees covered by this Agreement are accorded seniority rights within their department. The District shall provide a current District wide seniority list yearly.

Section 2. Lay-off Procedure:

Subd. 1. The School District recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. Seniority shall be determined by total years of continuous employment within the department. Employees with the least continuous service will be laid off first. If an employee's position is eliminated or his/her hours are reduced by more than fifteen (15) minutes per day, or the employee becomes unable to perform the duties of the higher classification, the employee shall have the right to displace any employee with lesser seniority within their department. In applying the fifteen (15) minute reduction provision, employees will need to bump into an entire job and shall not be allowed to extract 15 minute blocks from other current positions. If an opening subsequently occurs, the laid off employee with the most seniority within their department shall be recalled first. If a laid-off employee elects not to return to work when recalled, the employee shall forfeit recall rights. Employees shall remain on the recall list for twelve (12) calendar months from the date of the lay-off and must accept or decline the District's recall in writing within two (2) weeks of the date of notification.

Subd. 2. When possible, employees shall be notified in writing by the Superintendent or designee no less than 14 days prior to the effective date of a position elimination or reduction. Affected employees will be notified in writing prior to any School Board action.

Section 3. Tie-Breaker: For purposes of lay-off and recall, the School District will determine which employee is most senior by first determining each employee's first day of employment. If a tie still exists, the School District will secondly determine the date each employee was hired by the School Board action. If a tie still exists, the School District will then determine the most senior employee by declaring the employee first hired by the School Board motion to be the most senior employee.

Section 4. An employee moving between job classifications will be subject to a new probationary period. The employee moving between job classifications will not be terminated without just cause but may be moved back to their previous classification during the probationary period. Upon completion of the probationary period, employees shall have the right to recall in the event such positions are eliminated and then reinstated. Such employees shall retain their seniority, layoff, bumping and recall rights afforded under this Article to their former classification within their department, regardless of completion of the new probationary period.

Article XV  
Job Posting, Vacancies and Added Time

Section 1. Job Posting and Vacancies:

Subd. 1. All vacancies and/or new positions and job postings shall be internally posted for a period of six (6) working days concurrent with any other method of job posting. All employees will be provided the opportunity to apply for posted positions. At the close of the posting, said position shall be awarded within ten (10) working days of School Board ratification.

Subd. 2. The posting procedure for the summer months will be to notify the union steward. The union steward will inform employees who are not working the summer months of said postings.

Subd. 3. All current employees who formally, in writing, apply for all or part of a posted position shall receive an interview with the appropriate administrator responsible. Following the interview,

if not selected to fill the position the applicant shall receive a response from the appropriate administrator as to the reason(s).

Section 2. Added Time: Additional work time of one (1) hour or more per week, when such time becomes available, shall be provided to employee(s) who apply through the posting procedure and are qualified and the assignment is workable under their schedule. The procedure shall be as follows: if the District agrees to additional time, employees in that category will be given consideration before any further interviewing. Said positions for added time will only be posted if they exceed twenty (20) working days in duration.

## Article XVI Grievance Procedure

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

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

Section 3. Definitions and 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.

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, Sunday or legal holiday in which event the period runs until the end of the next work day which is not a Saturday, Sunday or 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.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the office of the Superintendent, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first event giving rise to the grievance occurred. Failure to file a 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 5. Adjustments of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee with the School District in the following manner.

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the Superintendent shall give a written decision on the grievance within fifteen days after receipt of the written grievance.

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

shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated to hear the appeal at this level and report findings and recommendations back to the School Board. The School Board shall then render its decision.

Section 6. Denial of a Grievance: Failure by the School Board or its representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 7. Arbitration Procedures: In the event the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision in Level II of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to the PELRA, providing such request is made within ten days after request for arbitration. The request shall ask the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment, to forward to the arbitrator, with a copy to the School Board, the submission of the grievance, which shall include the following:

1. The issues involved.
2. Statement of the facts
3. Position of the grievant.
4. The written documents relating to Section 5 above of the grievance procedure.

The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction

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

Section 8. Elections of Remedies and Waiver: The party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

#### Article XVII Duration

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force for a period commencing on its date of execution, through June 30, 2025, and thereafter until modifications are made. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of the Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the designated 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, unless mutually agreed upon between employees and the District. Nothing in this Agreement shall be construed to obligate the District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term of the Agreement.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of 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 provision of this Agreement or the application of any provision thereof.

Service Employees International Union, Local 284

Independent School District 2174

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
School Board Clerk

Appendix A – Wage Rates

**2023-2024**

Step	Para-professional	Administrative Assistant	Behavior Mgmt	Custodian	Maintenance Worker I	Maintenance Worker II
1	\$15.42	\$16.66	\$20.61	\$16.12	\$19.91	\$18.02
2	\$15.96	\$17.20	\$20.94	\$16.66	\$20.45	\$18.56
3	\$16.50	\$17.75	\$21.26	\$17.20	\$20.99	\$19.10
4	\$17.04	\$18.29	\$21.59	\$17.75	\$21.53	\$19.64
5	\$17.58	\$18.83	\$21.91	\$18.29	\$22.07	\$20.18
6	\$18.12	\$19.37	\$22.24	\$18.83	\$22.61	\$20.72
7	\$18.39	\$19.64	\$22.40	\$19.10	\$22.89	\$20.99
8	\$18.67	\$19.91	\$22.56	\$19.37	\$23.16	\$21.26
9	\$18.94	\$20.18	\$22.83	\$19.64	\$23.43	\$21.53

**2024-2025**

Step	Para-professional	Administrative Assistant	Behavior Mgmt	Custodian	Maintenance Worker I	Maintenance Worker II
1	\$16.42	\$17.66	\$21.61	\$17.12	\$20.91	\$19.02
2	\$16.96	\$18.20	\$21.94	\$17.66	\$21.45	\$19.56
3	\$17.50	\$18.75	\$22.26	\$18.20	\$21.99	\$20.10
4	\$18.04	\$19.29	\$22.59	\$18.75	\$22.53	\$20.64
5	\$18.58	\$19.83	\$22.91	\$19.29	\$23.07	\$21.18
6	\$19.12	\$20.37	\$23.24	\$19.83	\$23.61	\$21.72
7	\$19.39	\$20.64	\$23.40	\$20.10	\$23.89	\$21.99
8	\$19.67	\$20.91	\$23.56	\$20.37	\$24.16	\$22.26
9	\$19.94	\$21.18	\$23.83	\$20.64	\$24.43	\$22.53

Employees will advance one step only at the beginning of each school year. Employees must have completed the probationary period to qualify for step advancements.

**Other Considerations for Maintenance and Custodians**

1. Assistant to the supervisor shall be paid 20 cents an hour above schedule.
2. Night supervisors shall be paid 20 cents an hour above schedule.
3. Boiler checks shall be paid at time and one-half times the hourly rate of pay on weekends and at a rate of double the hourly rate of pay on holidays. This shall apply to routine boiler checks only. Additional weekend or holiday time worked shall be compensated at regular and overtime rates as appropriate. If a holiday falls on a weekend, the actual date of the holiday shall be used to pay double time. Employees performing boiler checks shall be paid a minimum of two (2) hours.
4. All 2<sup>nd</sup> shift employees shall be paid 40 cents an hour above schedule.
5. Employees substituting for the Director of Buildings and Grounds: In the event that a maintenance worker employee substitutes for the Director of Buildings and Grounds when he/she is on leave, said employee will be compensated an additional \$4.00 per hour to reflect the additional responsibility and

supervision needed to substitute in this capacity. Substitute hours must be authorized by the Director of Buildings and Grounds.

6. Footwear allowance: Full-time, twelve-month contracted custodial and maintenance workers who have passed their probationary period will be reimbursed up to \$200 once each two-year period upon submission of an original receipt for one pair safety-toed boots/shoes only when no other foot protection is provided by the District.
7. Boiler license exam: Full-time, twelve-month contracted custodial and maintenance workers will be reimbursed the fee for a boiler license exam upon proof of a passing score and a receipt showing the cost of the exam.

For further clarification see job descriptions in District Office.

### **Other Considerations for Paraprofessionals**

1. Paraprofessionals working with students Kindergarten through Grade 12 assigned to a Level III Program or to a student who is identified as in need of Level III services in the IEP shall be paid \$2.50 an hour above schedule. The time spent in the program or with the student should be a minimum of 5 hours per week or an average of 1 hour per day. Any time less than that requires principal approval. Paraprofessionals who are needed to substitute, at the direction of the building principal, in a Level III program or with a student receiving Level III services documented in their IEP shall record their time and be paid \$2.50 an hour above schedule for time. The additional pay will begin with the first full hour of subbing in this capacity. (Level III follows the federal regulation description and is defined as a student who requires special education services outside of the regular education classroom for more than 60 percent of the day. The Level III distinction may change due to changes in service minutes documented in the IEP.)
2. Paraprofessionals who are assigned to a student who is identified as needing a behavior management specialist in the IEP or substituting for a behavior management specialist shall record their time and be paid at step 1 of the behavior management specialist wage according to the current wage matrix.
3. In the event a paraprofessional supervises the classroom when the teacher is out of the building without a replacement teacher or has supervisory duties of a classroom when a teacher is not present shall be compensated an additional \$4 per hour to reflect the additional responsibility and supervision needed in this capacity. If the classroom/program has multiple paraprofessionals to support the classroom/program one paraprofessional will be designated in this capacity. The additional pay will begin with the first full hour of supervision.

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by and between Service Employees International Union, Local 284 (“Union”) and Independent School District No. 2174 (“District”).

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for custodial staff, maintenance staff, clerical staff, behavior management specialists and paraprofessionals (“employees”) who are employed by the District;

WHEREAS, the current CBA has a two-year term that began on July 1, 2023 and ends on June 30, 2025;

WHEREAS, Article VIII of the CBA addresses Leaves of Absence but does not address unpaid leave. The School District has had a practice of allowing unpaid leave to employees. The School District wishes to enter into an agreement with the Union that will expire at the end of the current 2023-2025 contract.

WHEREAS, the Union and the District want to modify the CBA to allow employees to use up to three (3) days of unpaid leave each school year until a new CBA is entered into;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA, the Union and the District agree as follows:

1. **Modification of Article VIII.** Effective upon execution of this memorandum of agreement, the Union and the District agree to allow employees who have exhausted their personal leave, or in combination with, up to three (3) days of unpaid leave per school year. The number of unpaid leave requests granted on any given day shall normally be limited to 10% of the employee group by department. More employees may be granted at the discretion of the Superintendent. Unpaid leave requests will be granted in the order the requests are received by the School District Office.
2. **Equal drafting.** In the event any person asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by the parties.
3. **Entire Agreement.** This MOA constitutes the entire agreement between the parties relating to changes in Articles VIII that are described above. This MOA controls to the extent that it conflicts with terms of the CBA. No party has relied upon any statements or promises that are not set forth in this MOA. No changes to this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

**SEIU, LOCAL 284**

\_\_\_\_\_  
Jill Berntsen, Union Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carol Hanson, Regional Contract Organizer

\_\_\_\_\_  
Date

**INDEPENDENT SCHOOL DISTRICT NO. 2174**

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

Memorandum of Understanding  
Between  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #284  
And  
PINE RIVER-BACKUS SCHOOL DISTRICT #2174

Regarding: Article XIII - Earned Vacation

The Pine River-Backus Local #284 and Pine River-Backus School District #2174 hereby mutually agree to amend their collective bargaining agreement for the period of July 1, 2023 to June 30, 2025. The purpose for this memorandum is to ensure employees are compensated at their hourly rate for earned vacation time that voluntarily went unused during this time of worker shortage in order to meet student, building cleaning and maintenance needs. It is also the intent that no employee will lose vacation time as described in Section 3, Subd. 4.

Article XIII - Earned Vacation

Section 1. Employees who work 1900-2080 hours per year shall accrue vacation as follows:

- e. Five (5) days after one year,
- f. Ten (10) days after two years,
- g. Fifteen (15) days after seven years,
- h. Twenty (20) days after twenty years.

Section 2. Employees who work 1650 1450-1899 hours per year shall accrue vacation as follows: Prorata vacation time as per Section 1. Proration based on months worked as defined under Article VII, Section 5.

Section 3. Application:

Subd. 1. If the employee resigns before completing the first full year of service, the employee shall not be entitled to any vacation pay. An employee who has completed at least one full year of service shall be entitled to receive the prorata pay for unused vacation time provided such employee provides the District with at least 2 weeks advance, written notice of the employee's resignation time.

Subd. 2. The scheduling of all vacation time shall be approved in writing by the immediate supervisor.

Subd. 3. Full year of service or advancement date is the employee's employment anniversary date.

Subd. 4. Employees will be able to carry over up to ten (10) vacation days each year based on individual anniversary dates. Vacation days in excess of ten (10) days will be paid at the employee's hourly rate.

Section 4. Current district employees that do not receive vacation and are awarded a position that earns vacation shall be credited for prior service proportionate to their work year. (e.g. a 10 month employee working 9 years would have 90 months of credit, resulting in 7 years credit on the vacation schedule and 15 vacation days awarded).

This language will be reviewed during the negotiations of the 2025-2027 master agreement.

In witness thereof, the parties have executed the Agreement as follows:

**SEIU, LOCAL 284**

\_\_\_\_\_  
Jill Berntsen, Union Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carol Hanson, Regional Contract Organizer

\_\_\_\_\_  
Date

**INDEPENDENT SCHOOL DISTRICT NO. 2174**

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

**MEMORANDUM OF  
UNDERSTANDING**

**Off Schedule Pay Rates**

WHEREAS, SEIU, Local 284 and the Pine River-Backus School District have reached an agreement on the contract for 2023-2025; and

WHEREAS, there are two employees whose hourly wage remains at a rate which exceeds the schedule established for their assigned classification.

THEREFORE, BE IT RESOLVED and agreed that the individual employee will be assigned wage rates representing an increase in an amount equivalent to the increase applied to the wage-schedule for the 2023/24 and 2024/25, establishing hourly rates as follows:

	<u>2023-24</u>	<u>2024-25</u>
Lori Flategraff	\$20.35	\$21.35
Lori Kish	\$19.68	\$20.68

SEUI Local 284

PINE RIVER-BACKUS ISD 2174

\_\_\_\_\_  
Local 284 Union Representative

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Board Clerk

Date: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

# Pine River-Backus Schools

## DRAFT 2023-2024 School Calendar

21 - New Teacher Training  
 22-25 Kindercamp 8:00 -12:00  
 28-31 - Teacher Workshop  
 30- HS Inservice 12-3:30, Open House 3:30-7  
 Elem Parent/Teacher Conf. 12:00-7:00

AUGUST '23						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**S=0**  
**T=4**

FEBRUARY '24						
S	M	T	W	Th	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

19 - Presidents' Day / No School

**S=20**  
**T=20**

5 - First Day of School

SEPTEMBER '23						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**S=19**  
**T=19**

MARCH '24						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

15 - Qt. 3 Ends  
 18 - Teacher Inservice  
 25-29 No School / Spring Break

**S=15**  
**T=16**

19-20 - EM Break No School

OCTOBER '23						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**S=20**  
**T=20**

APRIL '24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

11 - Parent/Teacher Conf. 3:30-7:00

**S=22**  
**T=22**

3 - End of Qt. 1  
 6 - Teacher Inservice  
 9, 14 - Parent/Teacher Conf. 3:30-7:00  
 23-24 - Thanksgiving Break

NOVEMBER '23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**S=19**  
**T=20**

MAY '24						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

24 - Last Day of School / Graduation  
 27 - Memorial Day  
 28 - Teacher Inservice  
 29 - .5 Teacher Inservice

**S=18**  
**T=19.5**

21-22 No Kindergarten  
 25-29 - Winter Break

DECEMBER '23						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**S=16**  
**T=16**

JUNE '24						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

1 - New Years Day - No School  
 12 - Qt. 2 / Sem. 1 Ends  
 15 - Teacher Inservice

JANUARY '24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**S=21**  
**T=22**

	Student Days	Teacher Days	
Quarter 1	42	46	
Quarter 2	41	42	
Quarter 3	43	44	
Quarter 4	44	46.5	
	170	178.5	
		3.5	Conferences and PLC
		182	

Conf. = 1.5 days / 10.5 hours

PLC = 14 hours 3:30-4:30