

**MASTER AGREEMENT
BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 484**

**PIERZ, MINNESOTA
AND
NON-UNION NON-CERT EMPLOYEE CONTRACT
2021-2022 AND 2022-2023**

TABLE OF CONTENTS

ARTICLE I - SUPPORT STAFF CONDITIONS OF EMPLOYMENT:

Section 1 - Conditions of Employment.....	1
Section 2 - Work Schedule.....	1
Section 3 - Salary.....	1
Section 4 - Time Sheets.....	1
Section 5 - Work Week.....	1
Section 6 – Governor Day Off	1
Section 7 - Early Dismissal, Late Start.....	1
Section 8 - Compensatory Time and Overtime.....	2

ARTICLE II - SUPPORT STAFF EMPLOYEE LEAVE BENEFITS:

Section 1 - Vacation.....	2
Section 2 - Sick Leave.....	2
Section 3 – Unused Sick Leave	3
Section 4 – Funeral and Bereavement Leave.....	3
Section 5 – Special Leave.....	4
Section 6 – School Conferences and Activities Leave	4

ARTICLE III - SUPPORT STAFF EMPLOYEE BENEFITS:

Section 1 - Medical Insurance.....	4
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ARTICLE IV - SUPPORT STAFF EMPLOYEE RETIREMENT BENEFITS:

Section 1 – Eligibility	6
Section 2 – Application	7
Section 3 – Payment of Benefits	7
Section 4 – Health Insurance	7

ARTICLE V – ADDITIONAL CUSTODIAL AND KITCHEN STAFF DUTIES AND COMPENSATION:

Section 1 - Custodial Boiler Check.....	7
Section 2 - Boiler License.....	8
Section 3 - Bus Driving.....	8
Section 4 - Uniforms.....	8
Section 5 - Custodial Staff Weekend Pay	9
Section 6 - Facilities and Equipment Repair Additional Compensation	9

ARTICLE VI – SALARY SCHEDULES

2021-2022 Salary Schedule	10
2022-2023 Salary Schedule	11

ARTICLE I - SUPPORT STAFF CONDITIONS OF EMPLOYMENT:

(as they apply to each class or group of employees)

Section 1 - Conditions of Employment:

This is a schedule of benefits, conditions of employment, etc. for all Non-Union Support Staff for **2021-2022 and 2022-2023**. Each employee should be able to identify what is applicable for them.

Section 2 - Work Schedule:

Subd. 1 - 12 Month Employee All days except for those indicated below.

2021-2022 and **2022-2023** Custodians/Cleaning Persons- Full Time and Business Office Secretaries:

July 4th, Labor Day, Thanksgiving Day, * Day after Thanksgiving, * Day before Christmas, Christmas Day, * Day before New Year's Day, New Year's Day, Good Friday and Memorial Day.

*Designates days off for Non-Holiday dates.

Subd. 2 - 10½ Month Employee The regular teacher duty days (182) plus 20/25 days as per principal's assignment.

Subd. 3 - 9½ Month Employee The regular teacher duty days (182) plus 10 days as per principal's assignment.

Subd. 4 - 9 Month Employee Student contact days.

Section 3 – Salary:

See **2021-2022** and **2022-2023** salary schedule and your individual schedule for the respective year.

Section 4 - Time Sheets:

The employee shall complete a semimonthly time sheet and submit it to the Business Office.

Section 5 - Work Week:

The work week will be defined as up to 40 hours per week; work week will be from Sunday through Sunday, and the work year from July 1 through June 30.

Section 6 - Governor Day Off:

If for any reason the Governor should call off school, this day will be a paid day. The missed hours will not be required to be made up in order to receive compensation.

Section 7 - Early Dismissal, Late Start:

Early dismissal, late start - hourly employees will be offered the opportunity to make up missed hours to

receive their pay for full day (regular hours). This will be managed administratively through direct supervisors. The dates and time for the “make-up” hours will need to be approved by the supervisor. All Support Staff will be required to make up these hours if payment is expected.

Section 8 - Compensatory Time and Overtime:

All overtime/comp time (hours over 40 hours per week or additional time beyond individual’s contract time) must be pre-approved. Custodial staff will need prior approval of the head custodian. Other employees will need prior approval of the superintendent. Employees who are required to work on a Sunday will be compensated at their time and one half hourly rate. Employees will be able to accumulate a maximum of (20) twenty hours of comp time, but will only be able to carry over a maximum of (8) hours to the new fiscal year.

ARTICLE II - SUPPORT STAFF EMPLOYEE LEAVE BENEFITS:

Section 1 - Vacation: (12 month employees only):

Subd. 1 - 12 working days of vacation during first 10 years of employment in the district.

Subd. 2 - 17 working days of vacation after 10 years of employment in the district.

Subd. 3 - 20 working days of vacation after 20 years of employment in the district.

Starting July 1, 2010, the equivalent of one vacation day per contract year may be taken in hourly increments.

All unused vacation days must be taken by August 31 after the end of the contract year in which they were earned.

Section 2 - Sick Leave:

Subd. 1. - Employees will earn sick leave days based on the schedule below:

- a. 12 Month Employee 16 days per year, cumulative to 100 days.
- b. 10 ½ Month Employee 14 days per year, cumulative to 100 days.
- c. 9-1/2 Month Employee 13 days per year, cumulative to 100 days.
- d. 9 Month Employee 12 days per year, cumulative to 100 days.

Subd. 2 - Use of sick leave days.

- a. Employee illness.

Sick leave with pay shall be allowed whenever an employee’s absence is found to have been due to the employee’s illness and/or disability which prevented attendance at work and performances of duties on that day or days.

b. Illness in immediate member of employees family. Illness in immediate member of employee's family. (Spouse, son, daughter, mother, father, siblings, grandparents, grandchildren, parents-in-law, sons and daughters-in-law, step children and person under legal guardianship.) A leave of absence without loss of pay, not to exceed five days for each occurrence or an accumulated total of twenty (20) days may be granted for serious illness in the immediate family. Only three of the twenty days may be used for grandchildren. If the employee does not have any earned sick leave days, full salary deductions will be made for such leave.

Section 3 - Unused Sick Leave Pay:

Subd. 1 - The following benefit applies to 12 month employees hired prior to July 1, 2011.

After having accumulated a total of 100 days of sick leave, the employee shall be eligible for unused sick leave pay. The pay shall be determined at the completion of each work year as follows:

- a. Employee must have 100 days sick leave accumulated at the beginning of the work year (July 1).
- b. Employee is eligible for 16 additional sick leave days during current year.
- c. If only a portion of the 16 days are used for sick leave during the year, the employee shall be eligible for unused sick leave pay for the unused sick leave days during the current year. Days cannot accumulate from year to year.
- d. Unused sick days pay shall be 25% of employees daily rate of pay based on a 250 day work year.

Example:

Employee uses 4 days of sick leave, therefore employee has 12 unused days of sick leave.

*Yearly salary / 250 days = per day salary.

*Per day salary X 25% = per day unused sick leave allowance.

*Unused per day allowance X 12 days = unused sick leave pay

Subd. 2 - The following benefit applies to non-certified; non-union support staff 12 month employees hired after July 1, 2011 and all other non-certified; non-union support staff employees.

Unused sick leave pay. An employee who has accumulated 100 days of sick leave by July 1 of each school year shall be eligible for unused sick leave pay. The eligible employee shall receive an annual payment for accumulated sick leave days in excess of 100 days at the rate of \$25 per unused sick leave day payable by July 15 of the following year.

Section 4 - Funeral and Bereavement Leave:

Subd. 1 - Bereavement Leave

An employee shall be granted two days of paid Bereavement Leave, to be used at the discretion of the employee, due to the death of a member of the employee's immediate family. Immediate family shall include the employee's father, mother, spouse, siblings, children and step-children or persons under legal guardianship. In emergency situations, additional days may be granted at the discretion of the Superintendent. Employees must request these days in writing and they will be deducted from the employee's accrued sick leave days.

Subd. 2 – Funeral Leave

An employee may request up to one paid day of Funeral Leave due to the death of a member of the employee's extended family. Employees may also request Funeral Leave in ½ day increments. Extended family shall include the employee's grandparents, grandparents-in-law, parents-in-law, sons and daughters-in-law, brothers and sisters- in-law, and grandchildren. In emergency situations, additional days may be granted at the discretion of the Superintendent. Employees must request these additional days in writing and they will be deducted from the employee's accrued sick leave days.

Employees must notify the Superintendent prior to taking funeral leave. Funeral leave shall be approved upon the submission of a signed authorized funeral leave request form available at the office, or if needed immediately upon return to work.

Section 5. Special Leave:

All support staff (excluding 12 month employees) may be granted special leave with pay at the discretion of the superintendent of no more than two (2) days per school year, three (3) days per school year effective with the 16/17 school year, for situations that arise requiring the employee's personal attention and which cannot be attended to when school is not in session and which are not covered under the other leave provisions of the contract. Special Leave days may be used in ½ day increments. Requests for Special Leave must be made in writing to the superintendent at least three days in advance, except in the event of emergencies. The request shall state the reason for the proposed leave. The school district reserves the right to refuse to grant such leave.

Subd. 1- 12 month full-time employees will have no special leave since they earn vacation days.

Subd. 2- Employees may request special leave on the day preceding or the day following holidays if the following conditions are met:

- a) The employee must notify the building administrator and superintendent well ahead of the anticipated leave.
- b) The building administrator and supervisor must verify the leave will have no impact on the functioning of the school prior to superintendent approval.

Subd. 3- Employees may carryover and bank special leave days based upon the number of days the employee works during the year. The ratio is as follows:

Less than 150 days -- No Banking

150 days to 185 days -- Allowed to Bank 1 Special Leave Day
185 days to 200 days -- Allowed to Bank 2 Special Leave Days

Section 6. School Conferences and Activities Leave:

M.S. 181.9412. (a) A School District must grant an employee leave of up to a total of 16 hours during any school year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during nonwork hours. When the leave cannot be scheduled during nonwork hours and the need for the leave is foreseeable, the employee must provide reasonable written prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the District. (b) The district agrees to pay up to 8 hours of leave for meetings with your child's teacher including conferences, IEP meetings and other academic related events, awards and recognitions, including graduation ceremony. Other approved Activities Leave like athletic and performing arts performances and field trips will be unpaid.

ARTICLE III - SUPPORT STAFF EMPLOYEE BENEFITS:

Section 1 – Medical Insurance:

Health and Hospitalization Insurance Single Coverage: The School District shall contribute a sum not to exceed \$808 per month for all 24 months of the 2021-2023 contract toward the premium for individual coverage for each full time teacher employed by the School District, who qualifies for and is enrolled in the School District's group health and hospitalization plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Health and Hospitalization Insurance Family Coverage: The School District shall contribute a sum not to exceed \$808 per month for the first 6 months of the contract, then contribute a sum not to exceed \$983 per month for all of calendar year 2022, then contribute a sum not to exceed \$1083 per month the last 6 months of the 2021-2023 family coverage for each full time employee under this contract employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Family Coverage School Board contribution covers any plan that is not considered a Single plan, thus any employee +1 plan, or employee + dependents plan, etc. are all consider Family Plans relative to this benefit.

Subd. 1. Married Employee Family Coverage: Staff who are both full time employees of District 484 and who are legally married may apply the District share of their individual Single Coverage toward the cost of Family Coverage.

Subd. 2 - Class V, VI, VII and/or 9 month, 9 1/2 Month to 12 Month employees employed 36 or more hours per week will receive 100% of the medical insurance benefit.

Subd. 3 - Class I, II, III, & IV employees (9 months or less) receive the following:

- * 36-40 hours per week receive 100%
- * 31-35 hours per week receive 85%
- * 26-30 hours per week receive 70%
- * 21-25 hours per week receive 55%
- * Less than 21 hours per week receive no benefit.

Subd. 3 - Self-Insurance Fund: Employees hired before February 1, 2002 shall have the option of participating in a self-insurance fund instead of participating in the District's medical insurance plan. For employees electing this option, the School District shall compensate them by placing in the self-insured fund 55% of the health and hospitalization annual basic single premium or 55% of the amount stated above, whichever is less. This contribution shall be subject to the same pro-ration formula as for health insurance in Section B above.

A. Purpose and Management: The purpose of the self-insured fund shall be to provide an entity to manage the School District's contribution toward payment of health care expenses. Each participating employee's compensation shall be accounted for separately within the self-insured fund. The School District's business office shall be responsible for maintenance and management of the self-insured fund. Expenses incurred by the business office for operating the fund shall be financed from interest earned by the fund and School District subsidy. Interest earned beyond administration costs shall be transferred to the School District's general fund. Payments from the fund will be made monthly for qualified claims.

This fund may only be used by employees and their immediate families. An "immediate family" shall include the same family members as defined and/or covered by the District's medical insurance group provider. There shall be no limit on the amount a participant of the fund may accumulate.

Any balances remaining in a participant's account at death may be used by the legal beneficiaries, as designated by the employee. Participants of the fund may, upon retirement, continue to withdraw from their account until it is depleted even though, upon retirement, the School District will make no further contributions. Retired participants and beneficiaries of the fund who fail to make written contact with the fund for more than a twelve (12) month period shall relinquish their investment in the fund. Employees who are involuntarily terminated shall not relinquish their individual account balances in the self-insured fund until they have exhausted their right to recall, if any, or have not made written contact with the self-insured fund for twelve (12) months. Probationary employees who are involuntarily terminated and employees who voluntarily terminate shall relinquish their individual account balances in the self-insured fund after twelve (12) months unless recalled prior to this time. All relinquished accounts of the self-insured fund shall be transferred to the School District's general fund.

B. Qualified Claims:

1. Medical Insurance Premiums.
2. Dental Care.
3. Eye Care.
4. Prescription-Medical care prescribed by a licensed physician, chiropractor, or any other licensed medical provider whose service is tax-exempt under IRS Code 213.d.
5. All other medical care which is tax-exempt under IRS Code 213.d. and cannot be prescribed such as doctor office calls.
6. Income Protection Plan.

C. The District's contribution to each participant's self-insured fund shall be made on the last regular pay day of the school fiscal year. In the event of partial participation (part of the contract year), the payment will be pro-rated to the time of non-participation.

ARTICLE IV - SUPPORT STAFF EMPLOYEE RETIREMENT BENEFITS:

EARLY RETIREMENT BENEFITS - TWELVE (12) MONTH EMPLOYEE

Pertains to all twelve (12) month employees

Section 1. Eligibility:

Any twelve (12) month employee who has attained an ISD #484 "rule of 84" (years of Minnesota public school work experience plus age), on or before June 30 of any contract year and who has been employed in the District for at least twenty (20) equivalent years of continuous full-time service shall be eligible for the following benefit as of June 30, following the date upon which the employee retires. Less than full-time employees are eligible under this section for a proration of benefits based on their average percentage of employment during their last twenty (20) years of employment prior to retirement.

Subd. 1. Definition of Continuous Service: "Continuous Service", used herein, means a period of uninterrupted employment with the School District. The continuous service of an employee on an approved leave of absence, a medical leave, or extended sick leave authorized by the School Board of the School District shall not be deemed to be interrupted. Any employee who leaves the active service of the School District to enter the Armed Forces of the United States at any time through the operation of the compulsory military service law of the United States of America, shall be deemed to be on authorized leave of absence during the period until his/her discharge from such Armed Forces in which his/her re-employment rights are guaranteed by law.

Subd. 2. Upon written resignation and retirement, eligible employees shall receive their daily rate of pay for up to 100 days of accumulated (unused) sick leave placed in a Health Care Savings Plan as described in Section 3 below. The employee shall be reimbursed at his/her daily rate of basic services pay (excluding additional services such as extracurricular and extended contract pay) at the time of his/her resignation/retirement. The maximum benefit per employee shall be \$25,000.

Subd. 3. Disqualification: This benefit shall not be granted to any employee who is discharged by the School District, nor shall benefits be granted retroactively.

Section 2. Application: Written application for this benefit must be made to the District at least three months before the employee's resignation date.

Section 3. Payment of Benefits: 100% of the (sick leave buy out) funds referred to in Section 1, Subd. 2 of this Article shall be deposited by the District into a Minnesota State Retirement System Health Care Savings Plan. The deposit will be made in five equal portions over the five years following an employee's separation from service. The first deposit will occur within 60 calendar days of the employee's retirement/resignation and will occur on the same date each year thereafter. Any balance remaining in a retired employee's account at death will continue to be paid to the employee's MSRS Health Care Savings Account.

Section 4. Health Insurance: In addition, employees who qualify under Section 1 (above) shall be eligible to remain in the existing group health and hospitalization insurance program and shall continue to receive the School district's contribution toward single coverage, if permitted under the insurance policy provisions. In no event shall the District's contribution towards single coverage exceed **\$808.00** per toward insurance coverage. Such eligibility will continue at the dollar amount determined at retirement, until the end of the school year in which the employee's 65th birthday occurs.

**ARTICLE V – ADDITIONAL CUSTODIAL AND KITCHEN
STAFF DUTIES AND COMPENSATION:**

Section 1 - Custodial Boiler Checks:

Custodial staff will be reimbursed for required District Boiler Checks. The Director of Buildings and Grounds will provide guidance on the expectations of verifying safety and functioning of HVAC systems throughout the district as well as any other safety or emergency maintenance items.

- o Staff holding Tier 1 Special license will be reimbursed \$30 per daily check
- o Staff holding Tier 2 License will be reimbursed at \$35 per daily check.

Section 2 - Boiler License:

School District will reimburse custodial staff who are required to hold a boiler license the annual renewal fee for said license. School District will not reimburse the custodial staff the cost of obtaining a boiler license.

Section 3 - Bus Driving:

For custodial staff, who agree to bus driving, the School District will provide the following pay and benefits:

Subd. 1 - Bus driving will be paid at the rate established in the School Bus Driver contract.

Subd. 2 - District will pay for bus drivers' physicals at a School District approved clinic.

Subd. 3 - School District will reimburse custodial staff the cost to renew their bus driver license endorsement. School District will not reimburse the custodial staff the cost of obtaining a bus driver license.

Section 4 - Uniforms:

District will provide (5) five uniform shirts for the custodial and kitchen staff per year. Employees have an annual uniform allowance of \$150 to cover pants and shoes, with no carry over of this balance from year to year. Uniform pants and work related shoes subject to reimbursement should be approved by the supervisor prior to purchase.

Section 5 – Custodial Staff Weekend Pay:

Scheduled weekend shifts will receive a weekend stipend of \$75 on the weeks when the custodian is assigned an (8) eight hour shift that occurs on a Saturday or Sunday within the context of their 40 hour week.

- This does not apply when the weekend shift is in addition to working 40 hours during the week, as this is overtime.
- If the weekend shift exceeds 8 hours, thus resulting in a 40+hour week, then typical overtime compensation will apply to those additional hours after the 8 hour weekend duty. The first 8 hours at regular pay will be eligible for the \$75 stipend.

Section 6 – Facilities and Equipment Repair Additional Compensation:

An employee of this group may obtain an additional Mechanical or Contractor License, Certification, or specific Technical Training above and beyond the expected duties or technical skills for their current position. This will support the school district with repairs of existing equipment, installation of new equipment, or repair of construction or facilities, thus eliminating the need for the district to contract with outside vendor to perform that work.

- Examples include: Plumbing, Electrical, HVAC, Low Voltage, Construction, Mechanics, etc, but could include other technical areas of our facilities and grounds.

Such repair must be above and beyond regular maintenance of equipment that is expected of employees. Any project that involves this added compensation must be pre-approved by administration. The Director of Buildings and Grounds will be the contact person who will then communicate with the Business Manager or Superintendent to verify the project and added compensation. The Director of Buildings and grounds will approve the project as well as the added hours involved in that project.

- The hours approved for these repairs will be compensated at double the current hourly wage of the employee performing the duties.

The hours included in this project could be in addition to a typical 40 hour week, they could be embedded into the normal work day, or some combination of both. In either case, the hours approved for a specific project will be compensated at double the hourly wage of the employee performing the duties. Since the employee will already be paid twice their wage, which exceeds required overtime compensation, the District will not add overtime pay in addition to this extra compensation.

Classification Position:

III (3) Custodian I Personnel, Kitchen Asst, Media Center Asst, Study Hall Monitor

IV(4) Library/Media Aid, Assistant Cook, HS Office Asst

V (5) Custodian II, Food Manager, Licensed Practical Nurse, Pioneer / Healy Head Cook

VI (6) Principal's Secretary, Activities Secretary

VII (7) Administrative Assistant, Supt. Secretary, Bookkeeper

***If a secretary in class VI (6) also takes on duties of the District Wide MARSS Coordinator, they will be moved to Class VII (7).**

2021/2022

	III (3)	IV (4)	V (5)	VI (6)	VII (7)
0	\$16.00	\$17.00	\$18.50	\$19.75	\$20.50
1	\$16.35	\$17.35	\$18.85	\$20.10	\$20.85
2	\$16.70	\$17.70	\$19.20	\$20.45	\$21.20
3	\$17.05	\$18.05	\$19.55	\$20.80	\$21.55
4	\$17.40	\$18.40	\$19.90	\$21.15	\$21.90
5	\$17.75	\$18.75	\$20.25	\$21.50	\$22.25
6	\$18.10	\$19.10	\$20.60	\$21.85	\$22.60
7	\$18.54	\$19.45	\$20.95	\$22.20	\$22.95
8	\$18.65	\$19.65	\$21.15	\$22.40	\$23.15
9	\$18.85	\$19.85	\$21.35	\$22.60	\$23.35
10	\$19.05	\$20.05	\$21.55	\$22.80	\$23.55
11	\$19.25	\$20.25	\$21.75	\$23.00	\$23.75
12	\$19.45	\$20.45	\$21.95	\$23.20	\$23.95
13	\$19.65	\$20.65	\$22.15	\$23.40	\$24.15
14	\$19.85	\$20.85	\$22.35	\$23.60	\$24.35
15	\$20.05	\$21.05	\$22.55	\$23.80	\$24.55
16	\$20.25	\$21.25	\$22.75	\$24.00	\$24.75
17	\$20.45	\$21.45	\$22.95	\$24.20	\$24.95
18	\$20.65	\$21.65	\$23.15	\$24.40	\$25.15
19	\$20.85	\$21.85	\$23.35	\$24.60	\$25.35

Classification Position:

III (3) Custodian I Personnel, Kitchen Asst, Media Center Asst, Study Hall Monitor

IV(4) Library/Media Aid, Assistant Cook, HS Office Asst

V (5) Custodian II, Food Manager, Licensed Practical Nurse, Pioneer / Healy Head Cook

VI (6) Principal's Secretary, Activities Secretary

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*If a secretary in class VI (6) also takes on duties of the District Wide MARSS Coordinator, they will be moved to Class VII (7).


2022/2023

	III (3)	IV (4)	V (5)	VI (6)	VII (7)
0	\$16.25	\$17.25	\$18.75	\$20.00	\$20.75
1	\$16.60	\$17.60	\$19.10	\$20.35	\$21.10
2	\$16.95	\$17.95	\$19.45	\$20.70	\$21.45
3	\$17.30	\$18.30	\$19.80	\$21.05	\$21.80
4	\$17.65	\$18.65	\$20.15	\$21.40	\$22.15
5	\$18.00	\$19.00	\$20.50	\$21.75	\$22.50
6	\$18.35	\$19.35	\$20.85	\$22.10	\$22.85
7	\$18.70	\$19.70	\$21.20	\$22.45	\$23.20
8	\$18.90	\$19.90	\$21.40	\$22.65	\$23.40
9	\$19.10	\$20.10	\$21.60	\$22.85	\$23.60
10	\$19.30	\$20.30	\$21.80	\$23.05	\$23.80
11	\$19.50	\$20.50	\$22.00	\$23.25	\$24.00
12	\$19.70	\$20.70	\$22.20	\$23.45	\$24.20
13	\$19.90	\$20.90	\$22.40	\$23.65	\$24.40
14	\$20.10	\$21.10	\$22.60	\$23.85	\$24.60
15	\$20.30	\$21.30	\$22.80	\$24.05	\$24.80
16	\$20.50	\$21.50	\$23.00	\$24.25	\$25.00
17	\$20.70	\$21.70	\$23.20	\$24.45	\$25.20
18	\$20.90	\$21.90	\$23.40	\$24.65	\$25.40
19	\$21.10	\$22.10	\$23.60	\$24.85	\$25.60

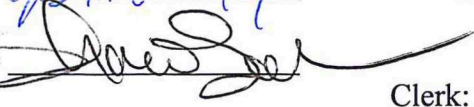
IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

For Support Staff
112 Kamnic St.
Pierz, MN 56364

For Pierz School District No. 484
112 Kamnic St.
Pierz, MN 56364

Representative 

Chairperson: 

Representative 

Clerk: 

Date April 28, 2022

Date: April 28, 2022