

Master Agreement

between

Independent School District No. 378
Dawson, Minnesota

and the

Dawson-Boyd Education Support Professionals

July 1, 2025, through June 30, 2027

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I PURPOSE	1
ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE	1
Section 1. Recognition	
Section 2. Appropriate Unit	
ARTICLE III DEFINITIONS	1
Section 1. Terms and Conditions of Employment	
Section 2. Description of Appropriate Unit	
Section 3. District or School District	
Section 4. Other Terms	
ARTICLE IV SCHOOL DISTRICT RIGHTS	2
Section 1. Inherent Managerial Rights	
Section 2. School Board Responsibilities	
Section 3. Effect of Rules, Regulations, Directives, and Orders	
Section 4. Reservation of Managerial Rights	
ARTICLE V EMPLOYEE RIGHTS	2
Section 1. Right to Views	
Section 2. Right to Join	
Section 3. Request for Payroll Deduction, Authorization, and Remittance	
ARTICLE VI RATES OF PAY	3
Section 1. Rates of Pay	
Section 2. Status of Salary Schedule	
Section 3. Property Damage	
Section 4. Longevity	
ARTICLE VII GROUP INSURANCE	4
Section 1. Selection of Carrier	
Section 2. Selection of School District's Group Health and Hospitalization Plan	
Section 3. Health and Hospitalization Insurance	
Section 4. Claims Against the School District	
Section 5. Duration of Insurance Contributions	
Section 6. Eligibility	
ARTICLE VIII LEAVES OF ABSENCE	4
Section 1. Earned Sick and Safe Time (ESST)	
Section 2. Workers' Compensation	
Section 3. Bereavement Leave	
Section 4. Minnesota Paid Leave	
Section 5. Parental Leave	
Section 6. Family and Medical Leave (FMLA)	
Section 7. Jury Service	
Section 8. Military Leave	
Section 9. Insurance Application	
Section 10. Credit	
Section 11. Eligibility	
ARTICLE IX HOURS OF SERVICE AND DUTY YEAR	7
Section 1. Basic Work Week	
Section 2. Basic Work Year	

Section 3.	Part-time Employees	
Section 4.	Shifts and Starting Times	
Section 5.	Overtime	
Section 6.	Work Breaks and Rest Periods	
Section 7.	Modified School Days	
Section 8.	Staff Development	
Section 9.	Media Center	
ARTICLE X	HOLIDAYS	8
Section 1.	Paid Holidays	
Section 2.	Weekends	
Section 3.	School in Session	
Section 4.	Application	
Section 5.	Eligibility	
ARTICLE XI	PERSONAL LEAVE	8
Section 1.	Personal Leave	
ARTICLE XII	DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD	9
Section 1.	Probationary Period	
Section 2.	Completion of Probationary Period	
Section 3.	Seniority Date	
Section 4.	Discipline	
ARTICLE XIII	REDUCTION IN FORCE AND TRANSFERS, ASSIGNMENTS, AND REASSIGNMENTS	9
Section 1.	Reduction in Force	
Section 2.	Transfers, Assignments, and Reassignments	
ARTICLE XIV	RESIGNATIONS	10
ARTICLE XV	SEVERANCE PAY	10
Section 1.	Eligibility for Severance	
Section 2.	Good Standing	
ARTICLE XVI	GRIEVANCE PROCEDURE	10
Section 1.	Definitions	
Section 2.	Representation	
Section 3.	Interpretations	
Section 4.	Time Limitation and Waiver	
Section 5.	Resolution of Grievance	
Section 6.	Denial of Grievance	
Section 7.	Grievance Mediation	
Section 8.	Arbitration Procedures	
Section 9.	Election of Remedies and Waiver	
ARTICLE XVII	DURATION	14
Section 1.	Terms and Reopening Negotiations	
Section 2.	Effect	
Section 3.	Severability	
SIGNATURES		15
SCHEDULE A		16

ARTICLE I PURPOSE

This Master Agreement is entered into between Independent School District No. 378, Dawson, Minnesota, hereinafter referred to as the District or the School District, and the Dawson-Boyd Education Support Professionals (DBESP), hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for Paraprofessionals for the duration of this Master Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes Dawson-Boyd Education Support Professionals as the Exclusive Representative for Paraprofessionals employed by the School District. The Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Master Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the School District as defined in ARTICLE III, Section 2 below and PELRA, and in certification by the Bureau of Mediation Services.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term “terms and conditions of employment” means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, staffing ratios, and the School District’s personnel policies affecting the working conditions of the employees. In the case of school employees, “terms and conditions of employment” includes adult-to-student ratios in classrooms, student testing, and student-to-personnel ratios. “Terms and conditions of employment” is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit: All paraprofessional employees of Independent School District No. 378, Dawson-Boyd, Dawson, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees within the meaning of Minn. Stat. 179.03, subd. 17 and 4.

Section 3. District or School District: For purposes of administering this Master Agreement, the term “District/School District” shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Master Agreement shall have those meanings as defined by PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, that 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, selection of personnel, and direction of personnel.

Section 2. School Board Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directives, and Orders: The Exclusive Representative recognizes all employees shall perform the services prescribed by the School District and shall be subject to 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 Master Agreement.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not specifically included in this Master Agreement, and all managerial rights and managerial functions not specifically included in this Master Agreement are reserved to the School District.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Master Agreement shall be construed to limit, impair, or affect the right of any employee or the employee's representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 2. Right to Join: Pursuant to PELRA, 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 such employees.

Section 3. Request for Payroll Deduction, Authorization, and Remittance: Pursuant to PELRA, employees shall be allowed payroll deductions for membership dues and contributions to the political fund associated with the Exclusive Representative and registered pursuant to Minnesota Statutes, section 10A.12. Upon notification by the Exclusive Representative, the District Admin Support and Payroll Person will deduct

from the employee's paycheck the deductions that the employee has agreed to pay in sixteen (16) equal installments, beginning within thirty (30) days of notice of authorization from the Exclusive Representative. The District Admin Support and Payroll Person will also remit the deductions to the Exclusive Representative within thirty (30) days of the deduction.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, including any reasonable attorney fees and litigation costs, that any person may have or claim to have, now or in the future, arising out of or by reason of the payroll deduction, authorization, and remittance specified by the Exclusive Representative as provided in this Master Agreement.

Any dispute related to this Section shall not be subject to the grievance proceedings set forth in Article XV and must be resolved through an unfair labor practice proceeding under Minnesota Statutes, section 179A.13.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. Rates of Pay: The salaries reflected in Schedule A shall be effective only from July 1, 2025 to June 30, 2027 subject to the provisions of Section 2 below.

Section. 2. Status of Salary Schedule: For the duration of this Master Agreement, advancement on any salary schedule shall be subject to the terms of this Master Agreement. In the event a successor Master Agreement is not entered into prior to the expiration of this Master Agreement, an employee shall be compensated according to the current rate until a successor Master Agreement is fully ratified, and any change in compensation shall only be effective as of the date the successor Master Agreement is fully ratified; any retroactivity would need to be agreed upon by the parties.

Section 3. Property Damage: If an ESP has their prescription eyeglasses or hearing aids damaged beyond repair by a student, the district will reimburse the cost of the item up to \$500, when not covered by the employee's insurance.

Section 4. Longevity: Employees shall be provided longevity in accordance with the schedule below. The additional payment for each category shall start at the end of the year completed and it shall not compound year over year.

15-19 Years	\$0.25 Per hour
20-24 Years	\$.50 Per hour
25-29 Years	\$.75 Per hour
30+Years	\$1.00 Per hour

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. Selection of School District's Group Health and Hospitalization Plan: The parties agree no employee shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the School District.

Section 3. Health and Hospitalization Insurance: The School District shall contribute a sum toward the cost of the coverage for each eligible paraprofessional employed by the School District who qualifies for and is enrolled in the group medical-hospitalization plan, in the amount of \$725 per month. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Section 4. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Master Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contributions: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 6. Eligibility: Full-time employees shall be eligible for full benefits provided in this Article. Part-time employees shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is also subject to any limitations contained in the contract between the insurance carrier and the School District.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Earned Sick and Safe Time (ESST):

Subd. 1a. Earning: Paraprofessionals shall be accrue one (1) day of ESST per month worked. One (1) day will equate to the scheduled daily hours of an employee. ESST may be used in 15 (fifteen) minute increments.

Subd. 1b. Accumulation: Total unused ESST may accumulate to a maximum of seventy (70) days for 9- and 10-month employees.

Subd. 1c. Use: ESST with pay shall be allowed by the School District whenever an employee's absence is due to their own illness or injury which prevents their attendance at school and performance of duties on that day or days. ESST leave may also be used to care for an ill or injured employee's minor child, foster child, legal ward, adult child, spouse or domestic partner, sibling, stepsibling, parent, mother-in-law, father-in-law, grandchild or step grandchild, grandparent or step grandparent, or child-in-law, any other individual related by blood or whose close association with

the employee is the equivalent of a family relationship and up to one individual annually designated by the employee.

ESST may be used for any reason included in the circumstances set forth in the Earned Sick and Safe Time Act (“ESST”) as defined in Minnesota Statutes, sections 181.9446-181.9448.

Subd. 1d. Documentation: When permissible, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) days was due to a qualifying event pursuant to ESST. The employee will be advised when documentation is required.

Subd. 1e. Deduction: ESST will be deducted from accumulated ESST leave until the ESST accumulation is exhausted.

Subd. 1f. Approval: Employees shall provide the Building Principal with seven (7) days advance notice of the need for use of ESST if the need for ESST is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee’s submission of a request using the authorized ESST request form available either electronically or in each building office.

Subd. 1g. Concurrent Usage: To the extent permissible by law and school district policy, all paid and unpaid leave (including ESST) provided shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). ESST accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 2. Notice: If the need for the leave is foreseeable, employees must provide at least seven (7) days’ advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer.

Subd. 3. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute.

Subd. 4. Replacement: The employer shall not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent.

Section 2. Workers’ Compensation: Pursuant to Minnesota Statutes Chapter 176, an employee injured on the job in the service of the School District and collecting workers’ compensation insurance may draw ESST/personal leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued ESST/personal leave.

Section 3. Bereavement Leave:

Subd. 1. Bereavement: Bereavement is an allowable use of ESST pursuant to Minnesota Statutes, section 181.9447. Specifically, ESST can be used for bereavement to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member. For the purposes of bereavement leave, “family member” is defined in Minnesota Statutes, section 181.9445, subdivision 7.

Section 4. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protections to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd. 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to a third-party administrator pursuant to Minnesota Statutes, Chapter 268B. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

Subd. 4. Supplemental Benefits: Employees may opt to use available leave to supplement the partial wage replacement benefits received from the Minnesota Paid Leave program. Total compensation received may not exceed the employee's regular wages.

Section 5. Parental Leave:

Subd. 1. Use: A leave of absence without pay may be granted to employees 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. Request: An employee making application for child care leave shall inform the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: An employee will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

Subd. 4. Duration: 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. Reinstatement: An employee returning from child care leave shall be reinstated in a position the employee is qualified unless previously discharged or laid off.

Subd. 6. Failure to Return: Failure of the employee to return by the date determined under this Section shall constitute grounds for discharge unless the School Board and the employee mutually agree in writing to an extension in the leave.

Subd. 7. Salary and Fringe Benefits: Leave under this Section shall be without pay or fringe benefits.

Section 6. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 7. Jury Service: An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District business office.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. 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, except as otherwise provided in law. In the event the employee is on paid leave from the School District under Section 1 above or supplemented by available leave pursuant to Section 2 above, the School District will continue insurance contributions as provided in this Master Agreement until available leave is exhausted. Thereafter, the employee must pay the entire premium to the District Administrative Support and Payroll person for any insurance retained by the first of each month for any insurance retained.

Section 10. Credit: An employee who returns from paid or unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time leave began. No service credit shall accrue for the period of time that an employee was on unpaid leave.

Section 11. Eligibility: Full leave benefits provided in this Article are designed for Full-time employees. Part-time employees shall be eligible for partial leave benefits proportional to the extent of their employment, unless noted otherwise in each section above.

ARTICLE IX HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The employee's basic work week, exclusive of lunch, shall be prescribed by the School District.

Section 2. Basic Work Year: The employee's basic work year shall be prescribed by the School District.

Section 3. Part-time Employees: The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time basis.

Section 4. Shifts and Starting Times: All employees will be assigned starting times and shifts as determined by the School District.

Section 5. Overtime: For all hours worked beyond the basic schedule of forty (40) hours per week, overtime shall be paid on the basis of one and one-half (1½) times the hourly rate. No overtime will be paid unless it has been specifically authorized by the School District representative. Overtime pay cannot be earned for weeks using holiday, sick/ ESST and/or personal time.

Section 6. Work Breaks and Rest Periods: Employees shall receive a rest break of at least fifteen (15) minutes—or enough time to use the nearest convenient restroom, whichever is longer—during each four (4) consecutive hours of work. Additionally, employees who work six (6) or more consecutive hours shall receive a 30-minute, duty-free meal break. Employees assigned to work field trips shall be paid for their

lunch.

Section 7. Modified School Days:

Subd. 1. School Closings: When school is closed and the employee is not required to report for duty at a later date, the employee will make up the day if instructional staff make it up. If the instructional staff are not required to make up the day employees shall be paid for all hours scheduled.

Subd. 2. E-learning Days: On e-learning days, employees will be required to work remotely as school is in session. However, employees will be able to take contractual leave time with prior notification to the employer. Supervisors will provide each employee with job duties to be performed during E-learning days.

Employees must document their time as required by the District.

Section 8. Staff Development: All employees within the unit shall be provided with eight (8) hours (required) of paid in-service training each school year on a day(s) when students are not in school. The District shall have the exclusive right to determine the day(s) to be reserved for this purpose. There will be no make-up session provided for employees absent for in-service training.

Section 9. Media Center: In the event a full-time paraprofessional is assigned to support the elementary media center for the day, the position will not be assigned extra duties before or after school.

ARTICLE X
HOLIDAYS

Section 1. Paid Holidays: Employees shall be granted the following paid holidays: Thanksgiving, New Year's Day and Christmas.

Section 2. Weekends: Any holiday that falls during a weekend will be observed on a day established by the School District.

Section 3. School in Session: The School District reserves the right, if school is in session, to cancel any of the holidays noted in Section 1 above and establish another holiday in lieu thereof. Any legal holiday or any holiday that falls within an employee's paid leave shall not be counted as a day towards paid leave.

Section 4. Application: In order to be eligible for holiday pay, an employee must work a regular workday the day before and the day after the holiday unless on excused leave.

Section 5. Eligibility: Full holiday benefits provided in this Article are designed for full-time employees. Part-time employees shall be eligible for partial benefits proportional to the extent of their employment. Employees employed less than an average of twenty (20) hours per week or less than the regular school year and substitute or temporary employees shall not be eligible for any benefits pursuant to this Article.

ARTICLE XI PERSONAL LEAVE

Section 1. Personal Leave: Employees shall accrue personal leave as follows:

- (1.) Employees with 0-5 years of service in the School District will receive one (1) personal leave day per school year, no accumulation.
- (2.) Employees with 6+ years of service in the School District will receive two (2) personal leave days per school year, accumulation to three (3) days, may carryover one (1) day.

Requests for leave shall be made to the immediate supervisor no later than three (3) days prior to the requested leave except in cases of emergency. The scheduling of personal leave shall be determined by the School District.

ARTICLE XII DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee shall serve a probationary period of one school year of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse pursuant to the grievance procedure for the termination of their employment.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

Section 3. Seniority Date: Seniority shall mean continuous length of employment with the School District. All employee's placement on the seniority list after their probationary period shall be determined by their first day of employment. No employee shall suffer a loss of their seniority unless they resign or are discharged for cause.

Section 4. Discipline: The School District shall have the right to impose discipline on its employees for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. When severity demands, the School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. An oral or written reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration.

ARTICLE XIII REDUCTION IN FORCE AND TRANSFERS, ASSIGNMENTS, AND REASSIGNMENTS

Section 1. Reduction in Force. In the event of a reduction in force or layoff, the School District shall consider an employee's qualifications, job performance, and seniority within a building in determining which employees will be retained. Seniority within a building shall be a significant factor in the decision-making process but shall not be the sole determining factor. The School District reserves the right to retain

employees whose qualifications and job performance are determined to better meet the educational, operational, and student needs of the District.

Qualifications shall include, but are not limited to, the employee's education, training, licensure or certification (if applicable), specialized skills, experience, demonstrated ability to perform the duties of the position, and ability to meet the current and anticipated needs of students and programs.

Job Performance shall include, but is not limited to, the employee's documented evaluations, demonstrated effectiveness in performing assigned duties, reliability, attendance, professionalism, ability to work collaboratively with students and staff, compliance with District policies and procedures, disciplinary history and overall contribution to the educational environment.

Section 2. Transfers, Assignments, and Reassignments. The School District reserves the rights to make transfers, assignments, or reassignments during the school year. In the event that changes to an assignment, reassignment or transfers are necessary, the employee will be notified as soon as possible.

ARTICLE XIV RESIGNATIONS

A Paraprofessional electing to resign shall be required to give the School District a two (2) week notice and shall continue in the School District's service during this two (2) week period with the exception that the Paraprofessional may leave earlier when a replacement can be made. Failure to give such notice shall result in loss of any benefits to which the Paraprofessional might otherwise be entitled.

ARTICLE XV SEVERANCE PAY

Section 1. Eligibility for Severance: After ten (10) years of service in the School District, two (2) days per year, capped at 20 days overall, will be paid as severance pay to employees who leave in good standing. All amounts payable under this Article shall be calculated using the Employee's current hourly or monthly rate of pay.

Section 2. Good Standing: For purposes of this Article, "good standing" shall mean that the Employee has resigned or retired in compliance with Article XV and is not being terminated for cause.

ARTICLE XVI GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: The word "grievance" shall mean a written allegation by an employee or the exclusive representative that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Master Agreement.

Subd. 2. Grievant(s): The word “grievant(s)” shall mean an individual employee, a group of employees, or the Exclusive Representative who files a grievance as defined in subdivision 1 above.

Subd. 3. Exclusive Representative Grievance: On behalf of a group of employees, the Exclusive Representative may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group. In order to pursue such a grievance, the Exclusive Representative must provide the Superintendent with the names and signatures of the affected employees no later than the third (3rd) level of the grievance procedure. The Exclusive Representative grievance may proceed only as to the employees identified in the appeal to arbitration. The Exclusive Representative may also file a grievance if the allegation involves a specific right of the Exclusive Representative as provided in this Master Agreement.

Subd. 4. Days: Any reference to the word “days” regarding time periods in this procedure shall refer to working days. The term “working day” is defined as all weekdays not designated as holidays by state law.

Section 2. Representation: The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party’s behalf.

Section 3. Interpretations:

Subd. 1. Extension: Time limits specified in this Master Agreement may be extended by mutual, written agreement.

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this Article, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

Subd. 3. Filing and Postmark: The filing or service of any notice or document required by this Master Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service, or if it is sent by e-mail by 4:30 pm within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the School District’s designee in writing, signed by the grievant(s), setting forth the facts and the specific provision(s) of the Master Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the grievant(s) and the School District’s designee.

Section 5. Resolution of Grievance: The School District and the grievant(s) shall attempt to resolve all grievances that may arise during the course of employment as follows:

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

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may

be appealed to the Superintendent, provided such appeal is made, in writing, within ten (10) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or the Superintendent's designee shall, within fifteen (15) days, set a time to meet regarding the grievance after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or the Superintendent's designee shall issue a written decision to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within ten (10) days after the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after hearing the grievance, the School Board shall issue its written decision to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time period provided in this Article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

Section 7. Grievance Mediation: In the event the grievant(s) and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.

Subd. 1. Request: A request to submit a grievance to mediation must be made in writing, signed by the grievant(s) or the School District, and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation.

Subd. 2. Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

Subd. 3. Mediation: The assigned mediator shall schedule one (1) or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures regarding Grievance Mediation. The mediator does not have authority to order discovery.

Subd. 4. Costs of Mediation: The costs of mediation shall be borne equally by both parties. Each party shall bear its own costs related to representation during the mediation process.

Subd. 5. Recommendation: The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

Section 8. Arbitration Procedures: In the event the grievant(s) and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this Article.

Subd. 1. Request: A request to submit a grievance to arbitration must be made in writing and signed

by the grievant(s). Such request must be filed with the Superintendent within ten (10) days following denial of the grievance at Level III or completion of the grievance mediation procedure, if any.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within fifteen (15) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this Article shall constitute a waiver of the grievance.

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

Subd. 5. Decision: Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses 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 the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Master Agreement; nor shall an arbitrator have jurisdiction over any grievance that has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this Article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, that shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget,

utilization of technology, the organizational structure, selection of personnel, and direction of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Master 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 in this Master Agreement, the employee(s) 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 the Master Agreement or to enforce the award of an arbitrator.

ARTICLE XVII DURATION

Section 1. Terms and Reopening Negotiations: This Master Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2027 and thereafter as provided by PELRA. In the event a successor Master Agreement is not entered into prior to the expiration date of this Master Agreement, an employee shall be compensated according to the previous year's compensation until such time that a successor Master Agreement is ratified. If either party desires to modify or amend this Master Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Master Agreement.

Section 2. Effect: This Master Agreement constitutes the full and complete Master Agreement between the School District and the Exclusive Representative. The provisions of this Master Agreement relating to terms and conditions of employment supersede any and all prior Master Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Master Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Master Agreement.

Section 3. Severability: The provisions of this Master Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Master Agreement or the application of any provision.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

FOR THE EXCLUSIVE REPRESENTATIVE

President

Secretary

Dated this ____ day of September, 2026

FOR THE SCHOOL DISTRICT

School Board Chair

School Board Clerk

Dated this ____ day of September, 2026

SCHEDULE A

Salary Schedule 2025-2026 & 2026-2027

<u>Step</u>	<u>2025-2026</u>	<u>2026-2027</u>
<u>Starting/Sub Pay</u>	<u>\$15.80</u>	<u>\$16.12</u>
<u>1-3 Years</u>	<u>\$15.80</u>	<u>\$16.12</u>
<u>4-6 Years</u>	<u>\$16.70</u>	<u>\$17.03</u>
<u>7-10 Years</u>	<u>\$17.57</u>	<u>\$17.92</u>
<u>11-13 Years</u>	<u>\$18.11</u>	<u>\$18.47</u>
<u>14-16 Years</u>	<u>\$18.49</u>	<u>\$18.86</u>
<u>17-19 Years</u>	<u>\$19.30</u>	<u>\$19.69</u>
<u>20+ Years</u>	<u>\$21.22</u>	<u>\$21.64</u>