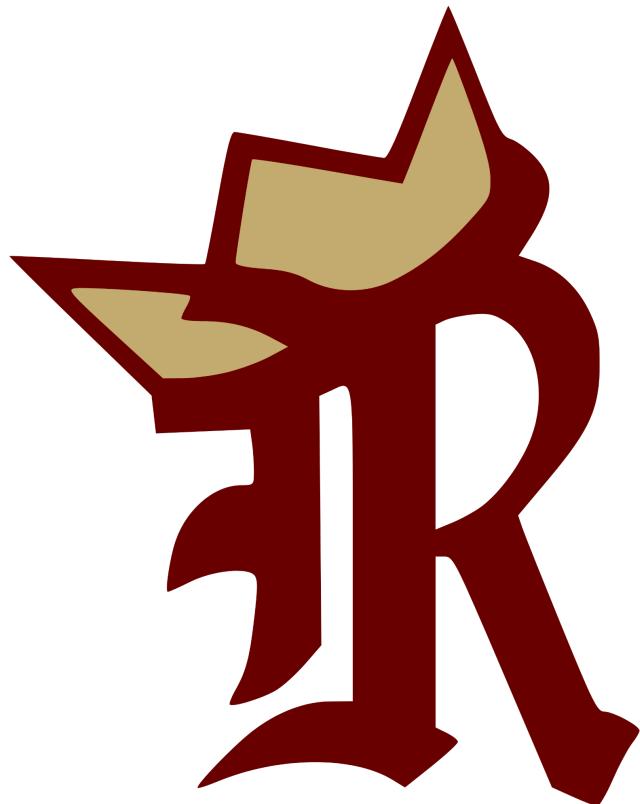


# District Agreement on the Terms and Conditions of Employment for 9 Month Non-Union Employees Manual

Approved by the Board on January 07, 2026

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Royalton School District 485 appreciates the diversity of human beings and does not discriminate on the basis of race, color, creed, national origin, marital status, status with regard to public assistance, age, sex, religion, sexual orientation or disability. The School District also makes reasonable accommodation to the known disabilities of qualified disabled individuals. This policy applies to all areas of education, employment, and programs and services operated by the School District.

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## **ARTICLE I**

### **INTRODUCTION**

This district manual summarizes School District Policies pertaining to terms and conditions of employment for non-union, School District employees. The School District maintains the right to revise these policies at any time, with notice to the employees, and may agree by individual contract to limit or expand the terms and conditions of employment outlined in this manual. Where these policies differ from state and federal law, the applicable law will be followed.

This manual has been produced to inform employees of School District policies and benefits. In and of itself, this manual creates no obligation for the School District regarding continuation or administration of any of the benefits described. All non-union employees are hired on an at-will basis, unless otherwise specified by State law.

This manual is intended to serve as a guide for employees in understanding some of the basic policies and procedures pertaining to employment. The policies and procedures described in this manual are applied at the discretion of the School District, and may be withdrawn or changed at any time without prior notice.

**This manual is not an employment contract and should not be interpreted as creating an employment contract or rights to any outlined benefits with any employees of the school district.**

## **ARTICLE II**

### **EMPLOYEE RIGHTS**

**Section 1. Public Employees Retirement Association.** Employees who meet the eligibility requirements for PERA, as defined by state statute, are required by law to join PERA.

**Section 2. Posting of New Positions.** New positions will be posted in each building whenever they become available. Applicants must submit their application in AppliTrack before the close of the posting. The School District maintains the right to select the most qualified person for the position and to select from School District or Non-School District personnel.

**Section 3. Personnel Files.** Employees shall have the right to examine their personnel files subject to the following conditions: (A) An employee, upon written request to the superintendent, may examine the contents of his or her file, which will be made available by the conclusion of the next working day. (B) No material shall be filed in an employees' personnel folder unless the employee has been sent a dated copy at the time of filing. The employee shall have the right to submit a response to any report or evaluation; such a response shall be attached to and become a part of the employee's personnel file. (C) An employee may be permitted to reproduce at his/her expense any contents of his/her personnel file. (D) The school district may destroy such files as provided by law. (E) Official grievances filed by any employee under the grievance procedure shall not be placed in the personnel file of the employee; nor shall such a grievance be utilized in personnel assignments.

**Section 4. Probationary Period.** The first year of employment (the employee's normal year of service, but not less than nine months), shall be considered a probationary period. During such probationary period, an employee will have no recourse if discharged by the School District. An employee who is transferred or promoted to a different position shall serve a probationary period of 90 working days in the new position. During this ninety (90) working day probationary period, if it is determined by the School District that the employee's performance in the new classification/position is unsatisfactory, the School District shall have the right to reassign the employee to his/her former or similar classification/position.

## ARTICLE III

### HOURS OF SERVICE AND DUTY YEAR

**Section 1. Basic Work Week.** The regular work week shall be prescribed by the School District for employees. Employees will be paid only for the days and hours that they work.

**Section 2. Basic Work Year.** The regular work year shall be prescribed by the School District for employees. The LPN's work year shall consist of student contact days + 5 days of prep.

**Section 3. Shifts and Starting Time.** All employees will be assigned starting time and shifts as determined by the School District. Starting time and shifts may be changed during the school year at the discretion of the School District.

**Section 4. Right of Assignment.** The School District maintains the right to assign employees as it deems necessary.

**Section 5. Shift Changes.** The School District maintains the right to change an employee's shift during the year to meet School District needs.

**Section 6. Overtime.** An employee may be required by the School District to perform overtime work. Any overtime must be pre-approved by the Superintendent, except in emergencies when a principal may pre-approve it.

#### **Section 7. School Closing.**

**Subd. 1 School Closing.** In the event that school is closed for any reason and the employees are not required to perform services, the employee's compensation shall be reduced accordingly. If school starts late due to weather, the employee shall be compensated for lost hours. If school is dismissed early due to weather, the employee shall be compensated for any lost hours. If a student contact day is added to the calendar, the employee will be required to work the scheduled make-up day.

**Subd. 2 Bus Drivers.** Bus drivers must be notified by 5:00am.

## ARTICLE IV

### RATES OF PAY

#### **Section 1. Rates of Pay.**

**Subd. 1. Salary Schedules.** The wages and salaries reflected in the attached salary schedules shall govern employee wages and salaries. The wage and salary schedule may be revised from time to time at the sole discretion of the School District.

**Subd. 2. Step Advancement.** Advancement on any salary schedule shall be subject to the terms outlined in this manual, and may be granted to employees by the School District when the School District in its sole discretion determines that a step advancement is warranted.

**Subd. 3. Salary Increases.** An individual employee's salary advancement is subject to the right of the School District to determine whether a salary increase is warranted.

**Subd. 4. Regular Bus Route Driving Calculation of Worked Time.** Route time starts 20 minutes prior to leaving to allow for pre-trip inspection, warm-up, refueling, and other needs required for bus transportation. Regular route bus runs will be paid at a minimum of 2 hours.

**Subd. 5. Van Driving Calculation of Worked Time.** Van runs will be paid at a minimum of 1.5 hours.

**Subd. 6. Extra-Curricular Driving Calculation of Worked Time.** All Extra-Curricular Runs will be paid a minimum of 2-hours per run.

**Subd. 7. Shuttle Bus Elementary to MS/HS or MS/HS to Elementary.** Shuttle drivers will be paid a stipend of \$25 for up to 1 hour of shuttle driving. Shuttle driving for more than 1 hour will be paid at the regular bus route rate of pay.

**Subd. 8. LPN Extended Field Trip Pay.** When the LPN attends a field trip in their professional capacity and that trip extends beyond the school day, they shall be compensated \$25/hr up to a maximum of \$50/day.

**Section 2. Step Placement.** New employees may be placed on the salary schedule commensurate with their experience and training to a limit of four (4) years. The Board of education, at its discretion, may grant up to eight (8) years of outside credit.

**Section 3. Eligibility for Step Advancement.** To be eligible for an increment (step) on July 1 of a given year, the employee must be employed in the School District prior to the preceding January 1, and have worked for at least one-half of the work year.

**Section 4. Longevity Adjustment.** Each employee, after completing the top step of his/her current pay scale, and after earning 12 years of seniority in the School District (based on the board approved seniority list) may receive a longevity adjustment (non-accumulative) as follows:

13-15 years of seniority = \$.25/hour  
16-19 years of seniority = \$.35/hour  
20+ years of seniority = \$.40/hour

**Section 5. Pay Methods.** Employees shall be paid according to pay period methods established by the School District. Employees will be paid on a semi-monthly pay period method through direct deposit. Employees carrying timesheets will be paid two weeks behind.

**Section 6. Transfer to Another Position Within the Non-Union Group.**

**Subd. 1. Higher Related Position.** An employee transferring into a higher related category (e.g., lead cook to head cook, custodian to lead, and lead to head) will be given 1 year of experience for every 2 years of experience, but will not receive less than their current pay. If their experience places them on a step less than their current rate of pay, the employee will be placed on the step which more nearly approximates their current pay, but which will not be less than their current pay.

**Subd. 2. Equivalent Related Position.** If transferring within an equivalent related category the employee will receive his/her current pay.

**Subd. 3. Lower Related Position.** If transferring down into a related position, the employee would be placed on the same step as in the previous category.

**Subd. 4. Non-Related Position.** Experience credit will not apply to transfers into non-related position (e.g., bus driver to cook, custodians to paraprofessionals).

**Section 7. Substitute Pay.**

**Subd. 1.** All employees except bus drivers shall receive regular pay when substituting for any other position (occasional substitute). After subbing for 10 consecutive work days in a higher classification, an employee will receive his/her regular pay plus \$.50/hr or the 0 Step of the category subbing in whichever is higher retroactive to the first day of subbing. If subbing in a lower classification, employee will receive his/her regular rate of pay (long-term substitute).

**Subd. 2. Bus Drivers. Substitute bus drivers shall be paid on the step they have earned through employment with the District.**

**Section 8. Shift Differential.** There is a \$.50 per hour increase in hourly rate for employees assigned to the late shift. This applies only to those shifts worked at night (majority of the shift is worked after 6:00pm). During summers, holidays and other times when working a regular shift, the differential does not apply. Employee shifts and working hours are subject to change.

## **Section 9. Clothing Allowance.**

**Subd 1. Food Service Employees.** Employees will have their clothing allowance pro-rated from \$200.00.

**Subd. 2. District LPN and RN.** Employees will receive \$150 per year to purchase appropriate clothing for their position.

**Subd. 3 Shop Mechanic/Shop Maintenance.** Employee(s) will receive \$100 per year to purchase appropriate clothing for their position.

**Section 10. Meal Reimbursement.** Reimbursement for meals, including tips, may not exceed the reasonable and actual meal cost for the traveling employee. Reasonable expenses shall not exceed the following:

**Subd. 1. Breakfast.** Employees may claim reimbursement for up to \$10 for breakfast if they are required to leave home for a travel assignment before 6:00a.m. or are away from home overnight the previous night.

**Subd. 2. Lunch.** Employees may claim reimbursement for up to \$10 for lunch if they are in travel status, are performing required work that extends over the normal noon meal period.

**Subd. 3. Dinner.** Employees may claim reimbursement for up to \$20 for supper if they are in travel status and school business caused them to return home after 7:00 p.m. or to be away from home overnight.

**Section 11. DOT Required Physicals and Drug Testing Payment.** The School District will pay for the required Physicals and Drug Testing by the Department of Transportation, and annual drivers record review of anything mandated.

**Section 12. Comparable Worth.** Rate of pay for all employees will be governed by the Pay Equity Act (Comparable Worth).

**Section 13. Temporary Employment.** Temporary employment refers to an employee who is hired temporarily (e.g., summer help in the office or with custodial work). None of the terms and benefits of this manual apply to temporary employment. The rate of pay will be set by the School District.

**Section 14. Training.** Payment for tuition and expenses related to training beyond the normal work day or work year must be pre-approved by the Superintendent. Unless required, this training is without salary or stipend.

**Subd. 1. New Bus Driver Training.** New Bus Drivers without a bus drivers' license will be given up to 20 hours of training at \$20 per hour paid after completing 60 days of service to the district. New Bus Drivers to the district will be given up to a maximum of

10 hours of training at \$20 per hour paid after completing 60 days of service to the district.

**Subd. 2 Membership Dues.** The School District shall pay membership dues for the National Association of School Nurses for the District Registered Nurse and District Licensed Practice Nurse.

### **Section 15. Attendance at Conferences/Workshops.**

**Subd. 1. Required.** If required to attend workshops/in-services/conferences, the employee will be paid for the designated hours of the workshop up to 7 ½ hours (unpaid lunch) or 8 hours (paid lunch) a day, including travel time.

**Subd. 2. Non-Required.** If employees are not required to attend a workshop/in-service/conference, but wish to do so, and are given approval from the Principal/Superintendent, they will be paid during the start and end times on the workshop/in-service agenda. The maximum compensation is up to 8 hours a day, excluding travel time.

## **ARTICLE V**

### **LEAVES OF ABSENCE**

**Section 1. Sick Leave.** 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 school and performances of duties on that day or days. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

**Subd. 1. Rate Sick Leave is Earned.** An employee shall earn sick leave at the rate of one (1) day for each full month of service employed in the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. An employee who works fewer than 8 hours a day shall earn pro-rated sick leave. (All employees hired prior to July 1, 1996 shall earn fourteen (14) days of sick leave per year, as long as there is no break in service.)

**Subd. 2. Serious Illness.** A leave of absence without loss of pay, not to exceed five (5) days, for each occurrence, shall be granted for the serious illness of an employee's spouse or domestic partner, child/stepchild or parent/stepparent, and, in the case of an employee's parent-in-law, not to exceed three (3) days. The leave days taken shall be deducted from the employee's accumulated sick leave.

Up to five (5) additional days shall be granted, per occurrence, with a deduction for substitute employee pay, for the serious illness of an employee's spouse or domestic partner, child/stepchild or parent/stepparent and up to three (3) additional days, per occurrence, shall be granted, with deduction for substitute employee pay, for the serious illness of a parent-in-law. Serious illness shall mean illness requiring medical attention at a clinic or hospitalization. The School District may require doctor's certification of

illness.

**Subd. 3. Accumulated Sick Days.** Unused sick leave days may accumulate to a maximum of one hundred twenty (120) days of sick leave per employee. All employees hired prior to July 1, 1996 shall be reimbursed for 25% of the days exceeding one hundred twenty (120) days of accumulated sick leave. Reimbursement shall be at the employee's daily rate of pay at the end of that school year.

**Subd. 4. Medical Note.** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 5. Pay Request Form.** Sick leave pay shall be approved only upon completion of request in AESOP.

**Section 2. Personal Leave.** Starting with their first (1st) year in the School District, an employee shall earn personal leave at the rate of two (2) days per year and may accumulate up to three (3) days of personal leave by banking one (1) day per year. Use of any combination of yearly earned personal leave and banked personal leave shall not exceed five (5) days at any given time. Banked days can only be used after the regular, allocated one (1) day provided in this section is used. Employees may not use more than two (2) days at any one time during the first thirty (30) and the last thirty (30) calendar days of the school year. Thirty (30) days shall begin with the first day of the duty year and will end with the last day of the duty year and shall include snow days, etc. Employees who work fewer than eight (8) hours shall earn pro-rated personal leave.

**Subd. 1. Number of Employees on Leave at Same Time.** Except in extreme emergencies, personal leave shall be requested through AESOP at least twenty-four (24) hours in advance. No more than two (2) employees per building may be on personal leave on any given day.

**Subd. 2. Discretion of Employee's Supervisor.** The use of personal leave is at the discretion of the employee's supervisor and shall not be used to perform work for pay. Additional days off without pay shall not be taken without prior approval of the Superintendent.

**Section 3. Personal-Flex Day.** Two times per year, employees may elect to convert three (3) sick leave days to one (1) personal-flex day for a total accumulation of 2 personal-flex days that may be used in the same manner as a personal day. Unused personal-flex days will be paid out at the employee's daily rate of pay and be deposited into either the employee's 403B account or their Health Savings Account.

#### **Section 4. Bereavement Leave and Illness in the Immediate Family.**

**Subd. 1.** A leave of absence without loss of pay, not to exceed five (5) days, for each occurrence, shall be granted for the death of an employee's spouse or domestic partner, child/stepchild or parent/step-parent, and, in the case of an employee's parent-in-law, not to exceed three (3) days.

**Subd 2.** Up to five (5) additional days shall be granted, per occurrence, with a deduction for substitute employee pay, for the death of an employee's spouse or domestic partner, child/stepchild, or parent/step parent and up to three (3) additional days, per occurrence, shall be granted, with deduction for substitute employee pay, for the death of a parent-in-law.

**Subd 3.** A leave of absence without loss of pay, not to exceed two (2) days for each occurrence, shall be granted for death of an employee's brother or sister, brother-in-law, sister-in-law, grandparents, son or daughter-in-law, grandparent-in-law, grandchild, or member of immediate household, this includes those of the aforementioned roles in that of a domestic partner. Up to two (2) additional days of bereavement leave shall be granted, per occurrence, with a deduction for substitute employee pay.

**Subd 4.** For the death of other relatives and friends, an employee shall be granted up to one day of bereavement leave, for each occurrence, with deduction for substitute employee pay. Deduction for substitute employee pay shall include salary, PERA, FICA/Medicare. Bereavement days must be used consecutively at one time. Deduction for substitute pay shall occur whether or not a substitute is employed for the absent employee.

**Section 5. Family and Medical Leave.** Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2601 et. Seq., an eligible staff shall be granted, upon written request, up to a total of 12 weeks of unpaid leave per year in connection with:

- a. The birth of a child;
- b. The adoption or foster placement of a child;
- c. The serious health condition of an employee's spouse, child, or parent, and
- d. The employee's own serious health condition.

**Subd. 1. Salary and Fringe Benefits.** Such leave shall be unpaid, except an eligible staff, during such leave, shall be eligible for regular School District group health insurance contributions as provided in the Agreement of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

**Subd. 2. Paid Leave Under Contract.** While FMLA leaves, except for eligible insurance contributions as provided in Article VI, are unpaid, nothing herein shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave, i.e. sick leave or personal leave pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provisions of this Agreement, shall be construed to require the

School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of the Agreement.

**Subd. 3. Request.** A staff member requesting child care leave shall inform the Superintendent in writing of the intention to take the leave at least three (3) calendar months prior to the commencement of the intended leave.

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

**Subd. 5. 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 for more than twelve (12) months in duration.
2. Permit the staff member to return to employment prior to the date designated in the request for the child care leave.

**Section 6. Emergency Medical Leave.** An employee who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, may, upon request, be granted an emergency leave of absence, without pay, up to six (6) months. The employee shall be responsible for payment of any insurance benefits during the period of the emergency leave. This leave may be renewed at the discretion of the School District. A request for leave of absence, or renewal thereof, under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities. The School District will adhere to the Family Medical Leave laws.

**Subd. 1. Elective Surgery.** Elective Surgeries will be allowed during non-student contact days only.

**Section 7. Jury Leave.** An employee called for jury service shall be granted a jury leave without loss of pay, but any sum paid the employee for jury duty (exclusive of mileage and other expenses) shall be assigned by the employee to the School District.

**Section 8. Military Leave.** An employee called for military service shall be granted a leave of absence, with pay if it falls under M.S. 192.26, or without pay if it falls under M.S. 192.261, for such times as may be required to fulfill the obligation.\

**Section 9. General Leave.** At its discretion, the School District may grant a leave of absence for one (1) year to employees who have completed five (5) consecutive full years of service in the School District. Employees requesting leave under the provisions of this Section shall submit a written request no later than March 31 of the school year proceeding the year of the requested leave.

**Subd 1. District Notification.** Employees who are granted leave of absence under the provision of this Section shall notify the School District no later than March 31 of the leave year, in writing, of their intention to return to their position.

**Section 10. All Other Leave.** The School District will adhere to all applicable federal and state laws governing the provision of a leave of absence for specific purposes outlined in law or statute other than those specified in this manual.

**Section 11. Workers' Compensation.** Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick 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 sick leave.

**Subd 1. Insurance Application-Unpaid Leave.** 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.

**Subd 2. Insurance Application-Paid Leave.** In the event the employee is on paid leave from the School District under Section 1, Sick Leave, or supplemented by sick leave pursuant to Section 11, Workers' Compensation, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

**Subd 3. Credit.** An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

**Subd 4. Eligibility.** Employees shall be eligible for leave benefits proportional to the extent of their employment.

**Subd 5. Subbing While on Leave.** School District employees on a general leave of absence who return to sub will be paid their regular rate of pay when subbing in their regular job classification and the 0 step of the group in which they are subbing for all other jobs. This applies to all employees including bus drivers.

## ARTICLE VI 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. Health and Hospitalization Insurance – Prorated Premiums.** Employees scheduled to work a minimum of 35 hours per week and who qualify for and are enrolled in the School District's medical plan, the School District's contribution toward employee medical coverage shall be equal to the School District's contribution for Royalton Teachers for single coverage or family coverage per the employee selection for coverage. Any employees working at least twenty-five (25) hours per week up to 34.99 hours per week, shall have hospital-medical premium benefits prorated to their FTE they work based on the School District's contribution for Royalton Teachers for single coverage or family coverage per the employee selection for coverage. Any additional cost of the premium shall be paid by the employee and through payroll deduction over the period of school active employment in 18 payrolls.

Proration example: number of hours per week  $\div$  40 hours (full time) = rate of proration  
For an employee working 30 hours a week:  **$30 \div 40 = 0.75$** .

**.75 (Rate of Proration) x \$7,000 (FT District Contribution) = \$5,250 (PT District Contribution)**

The current amounts contributed by the School District are as follows:

<u>2025-2026</u>	<u>2026-2027</u>
Single, not to exceed \$7,000	Single, not to exceed \$7,500
Family, not to exceed \$14,000	Family, not to exceed \$14,500

**Subd 1. Eligibility.** Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

**Subd 2. Duration of Insurance Contribution.** An employee is eligible for School District contribution as provided in this Article as long as the employee is employed and on paid status by the School District. Upon termination of employment or upon moving to an unpaid status, all School District contributions shall cease.

**Subd 3. Claims Against the School District.** It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as determines are appropriate, and that no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 3. Cash-in-Lieu.** Qualifying individuals working 1,500 hours or more have the option of taking hospital medical insurance or receiving a payment equal to 50% of the single contribution. Electing cash-in-lieu must be made by the employee by the flex open enrollment deadline or the

employee forfeits cash-in-lieu payments for the calendar year. The qualifying individual's employee working 1,500 hours or more have the option of taking hospital medical insurance or receiving a payment equal to fifty (50%) of the single contribution. This amount will be paid to the employee, in the form of taxable salary, through the payroll process and only upon documented proof of being covered under the minimal requirement of the "Affordable Care Act" Cash-in-lieu will no longer be an option or given for any employees hired after July 1, 2019.

**Section 4. Long-Term Disability Insurance.** To participate in the Long-Term Disability Insurance program, an employee must work 1200 hours per year. The School District shall contribute 100% of the premium for the income protection policy. Such policy shall provide for benefits equal to at least 2/3 of the employee's salary, beginning after sixty (60) days of continuous absence due to disability.

**Section 5. Life Insurance.** To participate in the Life Insurance program, an employee must work 25 hours per week. The School District shall pay for \$50,000 coverage in a term-life policy. An employee may purchase an additional \$50,000, paid for through payroll deduction.

**Section 6. Flexible Spending Accounts.** All employees are eligible to participate in the School District's Flex Plan. This plan allows for the tax sheltering of out of pocket medical and child care expenses. Details are available from the District Office.

**Section 7. Non-Working Months.** During non-working months, employees who enroll in School District-provided insurances shall pay the full cost of such insurance, with no School District contribution. Food service employees working 40 hours per week and less than 12 months per year shall receive the full district's contribution divided among their working months.

## **ARTICLE VII**

### **HOLIDAYS**

**Section 1. Paid Holidays.** Employees working shall be granted the following paid holidays:

- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Memorial Day, if working past that date

When a Holiday falls on a weekend the manager will decide if the vacation day is taken on the Friday before or the Monday following that weekend.

## ARTICLE VIII

### 403B MATCHING CONTRIBUTION PLAN

**Section 1. Eligibility.** After one year of service in the School District, Employees will be eligible to participate in the deferred matching compensation plan in accordance with the M.S. 356.24. and the School District shall contribute annually an amount equal to the amount contributed by the employee subject to the limits listed below. The LPN and Technology Assistant hired after July 1, 2012 will only be eligible to participate in the deferred matching program and not the severance pay benefit in Article XI. The School District's lifetime maximum contribution to the deferred matching program shall not exceed \$4,500.

**Section 2. Employee Match.** The School District's contribution will be up to \$400 a year. The School District will make the foregoing matching contribution to only those employees choosing to participate in an approved 403(b) annuity account offered by the School District. The School District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24. Employees may contribute any dollar amount in excess of the maximum yearly district match, but the annual limit on the amount individual employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and Regulations. If an employee chooses not to match the School District annual contribution, the unmatched portion is forfeited for that year. If the employee contributes less than the maximum yearly allowed contribution, the School District portion will be equally reduced. The reduced amount is forfeited for that year.

The employee's elected contribution for the plan year (September 1 to the following August 31) shall be divided and withheld equally over the nine-month period between September 30<sup>th</sup> and June 15<sup>th</sup>.

**Section 3. Approved Plans.** The School District will make matching contributions only to deferred compensation plans offered by vendors selected by the School District.

**Section 4. Intent to Participate/Enrollment Period.** Employees eligible to enroll in the School District 403b match must declare their intent to participate by submitting a one-time signed Intent to Participate form to the payroll office by September 15<sup>th</sup>, or if the date falls on a weekend, the Friday preceding. This form is valid until the employee notifies the office in writing that they are no longer going to participate in the program. The plan year shall be from September 1<sup>st</sup> to the following August 31<sup>st</sup>. The employee is solely responsible for filing the Intent to Participate form.

Failure to participate in any given year shall result in the loss of benefit for that year, which cannot be made up in subsequent years. If the employee stops his/her contribution at any time during the year, it cannot be restarted until the following year. The employee will be permitted one change in contribution a year.

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

**Section 6. Discontinuance of Service.** Individuals who, for whatever reason, leave the service of the School District prior to eligibility for the balance of the payout shall retain ownership of School District contributions and personal contributions made on their behalf to the date of discontinuance of service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

**Section 7. Applicable Laws.** The 403(b)-annuity matching program of Independent School District No. 485 and/or the School District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 365.24 and the Internal Revenue Code. 26 U.S.C. at 403(b).

**Section 8. Portfolio Management.** The management of both the individual and School District contributions shall be solely the responsibility of the employee in whose name the contributions have been made. The School District assumes no current or future liability of contributions made to these plans or for investment earnings (losses) which may accrue to these portfolios as a result of investment decisions which are made by the employee.

**Section 9. Hold Harmless Provisions.** Employees are not to construe the Plan or the School District contributions to the Plan or the opportunity of the employee to match such contributions as legal, tax, or investment advice by the School District. The School District has neither reviewed nor approved any investment programs which the employee may obtain by way of contributions under the Matching Plan. The employee agrees to indemnify and hold harmless the Royalton School District from any adverse investment experience arising from or connected with contributions to the Matching Plan.

## ARTICLE IX

### SENIORITY/REDUCTION IN FORCE

**Section 1. Seniority.**

**Subd. 1. Computing Seniority.** Seniority shall be computed in terms of an employee's years (whole years) of continuous experience in the School District.

**Subd. 2. Gaining Seniority.** The employee work year is generally the same as or similar to the school year. To gain seniority an employee must begin work by January 1st and work continuously through the end of the school year. An employee on a leave which reduces the work year to less than half, except for normal sick leave, will not earn seniority that year.) Substitute drivers are allowed to gain seniority.

**Subd. 3. Minimum Work Hours/Months.** Seniority shall only accrue to employees who work a minimum of 15 hours a week and more than half the employee's work year. [NOTE: Because bus drivers work a very different schedule, their seniority will be determined by different criteria for bus driving.] Employees will continue to earn seniority provided they work at least half of the school year regardless of the number of hours worked per day. Where employees work varying schedules (e.g. every other day), their hours per week shall be averaged to determine if they meet the minimum.

**For example:**

Employee A began work March 1st. On June 30th, the employee has no seniority because he/she did not work half of the school year. On June 30th, of the following year, the employee will have one-year seniority.

Employee B began work December 31<sup>st</sup>. On June 30th, of the following year, the employee has one-year seniority because he/she worked half the school year.

**Subd. 4. Determining the 15 Hour Minimum.** In determining the 15-hour minimum, all hours worked will be averaged; therefore, three hours a day five days a week, six hours every other day, or three hours a day five days a week or, two hours a day for one semester and four hours a day for the other semester all be the equivalent of 15 hours a week.

**Subd. 5. Continuous Employment.** An employee's seniority will be considered to be continuous, even though an employee does not work over the summer.

**Subd. 6. Level/Classification.** Seniority shall be within the level/classification and related lower level/classification.

**Subd. 7. Earning Seniority.** An employee on an approved leave of absence for more than half a work year shall not earn seniority for that year.

**Subd. 8. Earning Seniority in More than One Classification.** If an employee is working in more than one classification, the employee accrues seniority in the classification where the employee is scheduled for a majority of the time. If an employee works in two or more classifications for an equal amount of time, the employee will choose the one area in which he/she wishes seniority to accrue. All hours worked will be used to determine eligibility for seniority in all classifications.

**Subd. 9. Ties in Seniority.** Ties will be resolved by the School District.

**Subd. 10. Probationary Period.** Employees shall acquire seniority within their classification upon completion of the probationary period, if they have met the minimum requirements. The period of probation shall count towards their seniority. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District, which shall consider the needs of the School District and the capabilities of the employees involved including, but not limited to, such

qualities as performance, attitude, competence, cooperation, attendance, and evaluations.

## **Section 2. Layoff.**

**Subd. 1. Order of Layoff.** Employees with the least seniority in their level/classification shall be laid off first.

**Subd. 2. Displacing a Less Senior Employee.** An employee will have the right to displace a less senior employee only when the employee's position is eliminated. An employee whose position is eliminated, if qualified, shall have the right to displace the next less senior person in the classification. If there is no person in the classification subject to displacement, the employee shall have the right to displace from the next lower related classification the most senior person. This policy does not apply in those cases where a layoff is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of utility, or damages from natural or unnatural disasters.

**Subd. 3. Related Classifications.** Manner in which displacement will occur:

Food Service: Head Cook-Lead Cook-Cook-Dishwasher/Kitchen Helper

Transportation: Transportation Safety Supervisor-Bus/Van/Mechanic

Healthcare: RN-LPN

## **Section 3. Recall.**

**Subd. 1. Duration of Seniority.** Employees who have been laid off shall retain their seniority and right to recall, within related classifications, in seniority order, for a period of twelve (12) months from the date of lay-off.

**Subd. 2. Notice of Reinstatement.** When placed on unrequested leave, an employee shall file with the School District personnel office his/her name and address to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the employee at the last known address shall be sufficient, and it shall be the responsibility of any employee on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach an employee shall not be the responsibility of the School District if any notice has been mailed as provided herein.

**Subd. 3. Acceptance of Reinstatement.** If an opening subsequently occurs, the laid off employee with the most continuous service shall be the first recalled. The School District shall mail, by certified mail, the notice to such employee who shall have one (1) week from the date of such notice to accept the reemployment in writing. If a former employee elects not to return to work within one (1) week when recalled, the employee shall lose recall status.

**Subd. 4. Forfeiting Seniority.** An employee who is properly discharged or resigns shall forfeit seniority, and in the event of re-employment, seniority rights shall begin as of the date of re-employment.

**Section 4. Transfer.** When an employee changes classification or when the employee's hours for which he/she is paid are split between more than one classification and these results in a change in classifications, the employee will start accumulating seniority in the new classification at that time. Seniority will transfer only into related classifications (see listing above).

**Section 5. Substitute.** Except where a substitute is subsequently hired as a permanent employee, substitute employees shall not accrue seniority unless under the Transportation classification. A long-term substitute who is continuously employed by the School District in the same classification and subsequently hired shall gain seniority with the School District if the substitute meets the seniority criteria listed above.

## ARTICLE X

### DISCHARGE AND RESIGNATION FROM EMPLOYMENT

**Section 1. Discharge From Employment.** At will employees may be discharged by the School District at any time, for any reason.

**Section 2. Resignation From Employment.** Employees resigning from employment shall give written notice to the Superintendent fourteen (14) calendar days prior to the effective day of resignation. Employees not giving the above notice shall forfeit all accrued benefits at the time of termination.

## ARTICLE XI

### SEVERANCE PAY

**Section 1. Employees With 20-25 Years of Service.** Any employee who has completed 20 years of continuous service with the School District and who has attained the minimum age of 55 or any employee who has completed 25 years of continuous service with the School District will receive one-third (1/3) of their accumulated sick leave hours as severance pay upon leaving service with the School District unless terminated for cause.

**Section 2. Employees With 30 Years of Service.** Any employee who has completed 30 years of continuous service with the School District will receive one-half (1/2) of their accumulated sick leave hours as severance pay upon leaving service with the School District unless terminated for cause. Payment will be based upon the current rate of pay.

**Section 3. Payment Method.** The severance benefit amount will be paid by the School District to a qualified 403b plan (See Article VIII).

## **ARTICLE XII**

### **RESOLUTION OF DISPUTES**

**Section 1. Application.** Employees who are having difficulty with another employee or their supervisor are required to contact their immediate supervisor to resolve the difficulty. If the difficulty cannot be resolved at that level, they are to proceed through the administrative structure--supervisor, principal, superintendent, school board, in that order--to resolve their concern.

## APPENDIX A

### SALARY SCHEDULE 2025-2026 WAGE SCHEDULE

Step	Lead Cook	Head Cook	Bus Drivers	Van Drivers	Activity Driver	Shop Maintenance	Shop Mechanic	LPN	RN
0	\$17.54	\$19.06	\$24.92	\$17.52	\$17.49	\$21.36	\$24.92	\$18.46	\$28.28
1	\$17.96	\$19.53	\$25.32	\$17.89	\$17.49	\$21.36	\$24.92	\$19.11	\$29.13
2	\$18.17	\$19.99	\$25.69	\$18.23	\$17.49	\$21.36	\$24.92	\$19.73	\$30.00
3	\$18.82	\$20.48	\$26.09	\$18.59	\$17.49	\$21.36	\$24.92	\$20.38	\$30.89
4	\$19.25	\$20.96	\$26.47	\$18.94	\$17.49	\$21.36	\$24.92	\$21.00	\$31.78
5	\$19.69	\$21.42	\$27.42	\$19.83	\$17.49	\$21.36	\$24.92	\$21.65	\$32.66
6	\$20.19	\$21.96			\$17.49	\$21.36	\$24.92	\$22.29	\$33.53
7	\$21.06	\$22.37			\$17.49	\$21.36	\$24.92	\$24.06	\$34.51
8	\$21.54	\$23.34			\$17.49	\$21.36	\$24.92	\$24.66	\$35.39
9	\$22.02	\$23.86			\$17.49	\$21.36	\$24.92	\$24.18	\$36.27
10	\$22.52	\$24.36			\$17.49	\$21.36	\$24.92	\$24.83	
11	\$22.52	\$24.86			\$17.49	\$21.36	\$24.92	\$25.92	

**Note: The Board agreed to add a Lead Cook to the Elementary School staff beginning the first pay period after this agreement is signed.**

**APPENDIX B**

**SALARY SCHEDULE**  
**2026-2027 WAGE SCHEDULE**

Step	Lead Cook	Head Cook	Bus Drivers	Van Drivers	Activity Driver	Shop Maintenance	Shop Mechanic	LPN	RN
<b>0</b>	\$18.04	\$19.56	\$26.16	\$18.39	\$18.36	\$22.42	\$26.16	\$18.92	\$28.99
<b>1</b>	\$18.46	\$20.03	\$26.58	\$18.78	\$18.36	\$22.42	\$26.16	\$19.59	\$29.86
<b>2</b>	\$18.67	\$20.49	\$26.97	\$19.14	\$18.36	\$22.42	\$26.16	\$20.22	\$30.75
<b>3</b>	\$19.32	\$20.98	\$27.39	\$19.51	\$18.36	\$22.42	\$26.16	\$20.89	\$31.67
<b>4</b>	\$19.75	\$21.46	\$27.79	\$19.88	\$18.36	\$22.42	\$26.16	\$21.52	\$32.57
<b>5</b>	\$20.19	\$21.92	\$28.79	\$20.82	\$18.36	\$22.42	\$26.16	\$22.19	\$33.48
<b>6</b>	\$20.69	\$22.46			\$18.36	\$22.42	\$26.16	\$22.85	\$34.37
<b>7</b>	\$21.56	\$22.84			\$18.36	\$22.42	\$26.16	\$23.47	\$35.37
<b>8</b>	\$22.04	\$23.84			\$18.36	\$22.42	\$26.16	\$24.66	\$36.28
<b>9</b>	\$22.54	\$24.36			\$18.36	\$22.42	\$26.16	\$24.78	\$37.18
<b>10</b>	\$23.02	\$24.86			\$18.36	\$22.42	\$26.16	\$25.45	
<b>11</b>	\$23.02	\$25.36			\$18.36	\$22.42	\$26.16	\$26.57	