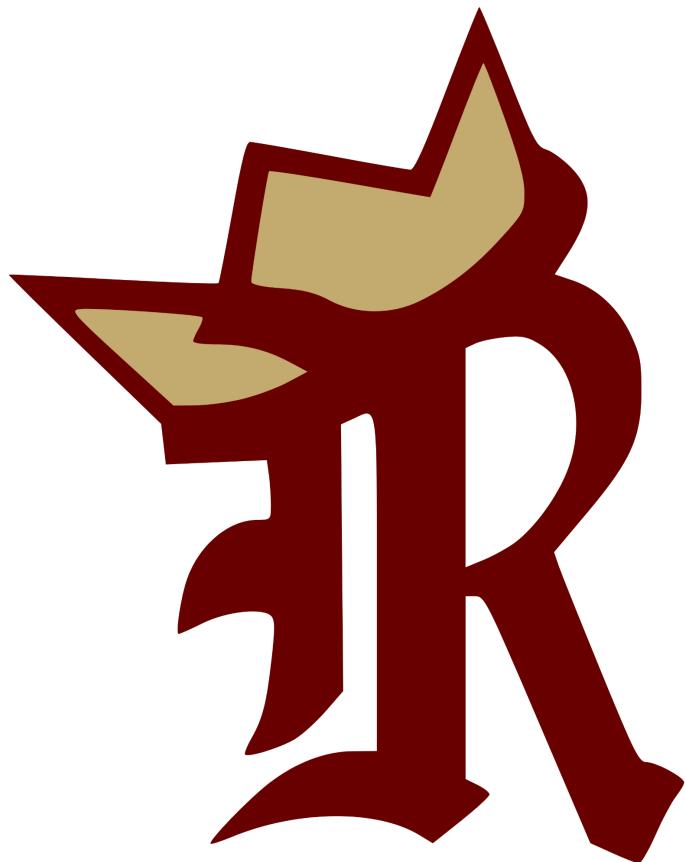


**MASTER AGREEMENT**  
between  
**ROYALTON SCHOOL DISTRICT #485**  
**AND**  
**ROYALTON EDUCATION SUPPORT PROFESSIONALS**  
**LOCAL #6063**

**July 1, 2025 through June 30, 2027**



Royalton School District 485 appreciates the diversity of human beings and does not discriminate on the basis of race, color, national origin, marital status, age, sex, religion or disability. The 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

### PURPOSE

**Section 1. Parties.** This Agreement is entered into between Independent School District No. 485, Royalton, Minnesota, hereinafter referred to as the “School District,” and the Royalton Education Support Professionals (RESP), Education Minnesota, NEA, 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 the “PELRA,” to provide the terms and conditions of employment for education assistants and food service employees.

## ARTICLE II

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1. Recognition.** In accordance with the PELRA, the School District recognizes the Royalton Education Support Professionals (RESP) as the Exclusive Representative for education assistants and food service employees employed by the School District. The Exclusive Representative shall have those rights and duties as described in the provisions of this Agreement.

**Section 2. Appropriate Unit.** The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III Section 2 of this Agreement, the PELRA, and by the Minnesota Bureau of Mediation Services “BMS.”

## ARTICLE III

### DEFINITIONS

**Section 1. Terms and Conditions of Employment.** “Terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer’s personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” is subject to the provisions of the PELRA.

**Section 2. Description of Appropriate Unit.** For purposes of this Agreement, the term “education assistants and food service employees,” hereinafter referred to as “employees,” shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 11.20 hours per week (education assistants) or 10.50 hours per week (food service employees), employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any fiscal calendar year unless those positions have already been filled in the same fiscal calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year and emergency employees.

**Section 3. School District.** For purposes of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.

**Section 4. Union.** For purposes of administering this Agreement, the term “Union” shall mean the Royalton Education Support Professionals or its designated representative.

**Section 5. Other Terms.** Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

## ARTICLE IV

### SCHOOL BOARD 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, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 2. Management 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 to provide educational opportunity for the students of the School District.

**Section 3. Effect of Laws, Rules, and Regulations.** The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and School District rules, regulations, directives, and orders, issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

**Section 4. Reservation of Managerial Rights.** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

## ARTICLE V

### EMPLOYEE RIGHTS

**Section 1. Right to Views.** Nothing contained in this 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 on 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 the 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 employees of such unit with the School District.

**Section 3. Request for Dues Check-Off.** The Exclusive Representative shall be allowed dues check-off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check-off, pursuant to the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in eight (8) equal monthly installments, beginning with the first pay period in October.

**Section 4. Time Off.** The School District shall permit reasonable time off to elected officers or appointed representatives of the Exclusive Representative to conduct the duties of the Exclusive Representative and, upon request, shall provide for leaves of absence to elected or appointed officials of the Exclusive Representative.

**Section 5. Vacancies.** When vacancies occur, the position shall be posted, so that current employees may be informed of the School District's needs and apply for the opening if they choose to do so. The School District will post vacancies in each building for five (5) working days before the filling of a position, except in cases of emergency. Working days are defined as all weekdays not designated as holidays by state law. For summer vacancies, written notice of the posting shall also be emailed to the employees. Applicants must submit their application online 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.

## **ARTICLE VI**

### **HOURS OF SERVICE AND DUTY YEAR**

**Section 1. Basic Work Week.** The regular workweek, exclusive of lunch, shall be prescribed by the School District each year for regular employees.

**Section 2. Basic Work Year.** The regular work year shall be prescribed by the School District each year for regular employees.

**Section 3. Part-Time Employees.** The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employees.

**Section 4. Shifts and Starting Time.** All employees shall 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 5. School Closing.** In the event school is closed for the entire day and employees are not required to perform services, employees may elect to use sick leave, earned and accrued personal leave or personal-flex time from their absence bank. Employees' compensation will be reduced accordingly if they elect not to use available leave. If school starts late or dismisses early due to weather, the employee shall be compensated for any lost hours.

**Section 6. Overtime.** An employee may be required by the School District to perform overtime work. All overtime must be pre-approved by the principal or superintendent.

**Section 7. Work Day.** All employees shall be granted a paid 15-minute duty free break for every 4 hours worked. All employees shall be granted a 30-minute duty free lunch period if they work more than 6 hours in a day.

**Section 8. Field Trips/Off Campus Assignments.** Educational Assistants who are assigned to field trips or other off campus activities will be paid for time worked outside of their contact hours and shall not have a thirty (30) minute lunch deduction from hours worked.

## **ARTICLE VII RATES OF PAY**

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

**Subd. 1. Period.** The wages and salaries reflected in the attached schedules shall be a part of the Agreement for the period commencing July 1, 2025 to June 30, 2027.

**Subd. 2. Terms.** During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated at the previous year's compensation and step, until a successor Agreement is entered into.

**Subd. 3. Salary Increase Withholding.** An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

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

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

**Section 4. Longevity Pay.** Each employee, after completing the top step of their current pay scale, and after earning 7 years of seniority in a bargaining unit position in the School District (based on the Board-approved seniority list) may receive longevity pay (non-accumulative) as follows:

0-6 years of seniority = \$0
7-12 years of seniority = \$.50/hour
13-16 years of seniority = \$.75/hour
17-24 years of seniority = \$1.00/hour
25+ years of seniority = \$1.25/hour

**Section 5. Pay Methods.** Employees shall be paid according to pay period methods established by the School District. Employees carrying timesheets shall be paid two weeks behind.

**Section 6. Transfer to Another Position Within the Bargaining Unit.**

**Subd. 1. Higher Related Position.** If transferring into a higher related position within a classification (e.g., media center assistant to computer lab supervisor, kitchen helper to cook, education assistant to media center assistant), employees shall be given one (1) year of experience for every two (2) years of experience, but shall not receive less than their current pay for purposes of step placement on the salary schedule. If their experience places them on a step less than their current rate of pay, employees shall be placed on the step which more nearly approximates their current pay, but which shall not be less than their current pay.

**Subd. 2. Equivalent Related Position.** If transferring to an equivalent related position within a classification (e.g., kitchen helper to dishwasher), employees shall receive their current pay.

**Subd. 3. Lower Related Position.** If transferring into a lower related position within a classification (e.g., cook to dishwasher, computer lab supervisor to media center assistant), employees shall be placed on the same step as in their previous position.

**Subd. 4. Non-Related Classifications.** Experience credit shall not apply to transfers into non-related classifications (e.g., cook to education assistant).

**Section 7. Substitute Pay.**

**Subd. 1. Long-Term Substitute Within the Bargaining Unit.** After subbing for ten (10) consecutive workdays in a higher paying position (e.g., kitchen helper to education assistant), employees shall receive their regular pay plus \$.50/hr or the 0 Step of the pay group in which they are subbing, whichever is higher, retroactive to the first day of subbing. If the employee is assigned by the School District to substitute in a lower paying position (e.g., education assistant to kitchen helper), employees shall receive their regular rate of pay.

**Subd. 2. Special/Unusual Circumstances.** Special/unusual circumstances shall be considered on a case-by-case basis by the School District.

**Section 8. Summer School Pay.** Employees working in the summer will be paid the same hourly rate they were paid during the school year.

**Section 9. Clothing Allowance.** Food Service employees who work 12 months a year will receive \$140.00 per year to purchase appropriate clothing for their position. Food Service employees who work less than 12 months during the year will have their clothing allowance prorated based on hours worked per year.

**Section 10. Mileage Reimbursement.** Employees required to travel between district buildings or to other district -assigned locations during the workday shall be eligible for mileage reimbursement under the following conditions:

**Subd. 1. District Transportation Requirement.** Prior to using a personal vehicle, the employee shall first request the use of a District van in accordance with established District procedures. The district shall make reasonable efforts to provide a van and, when required, an authorized driver.

**Subd. 2. Use of Personal Vehicle.** If a District van and/or driver is unavailable, the employee may use their personal vehicle for required travel. In such cases, the employee shall be reimbursed for mileage at the IRS-approved rate.

**Subd. 3. Verification and Submission.** Mileage reimbursement requests shall be submitted on the District's approved form and shall include appropriate documentation confirming that a van request was made and that District transportation was unavailable.

**Subd. 4. No Cost to Employee.** Employees shall not be required to incur personal transportation expenses when District transportation is available.

## ARTICLE VIII 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.

**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 full contribution for Royalton Teachers for single coverage or family coverage per the employee selection for coverage. 35 hours per week is considered a full time employee. 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)  $\times$  \$7,000 (FT District Contribution) = \$5,250 (PT District Contribution)**

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

2025-2026	Single, not to exceed \$7,000 Family, not to exceed \$14,000
2026-2027	Single, not to exceed \$7,500 Family, not to exceed \$15,000

**Section 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 agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 4. 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 contribution shall cease.

**Section 5. Eligibility.** Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

**Section 6. 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 7. Life Insurance.** To participate in the Life Insurance program, an employee must work 20 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 by payroll deduction.

**Section 8. Non-Working Months.** During non-working months, employees who enroll in School District-provided insurance shall pay the full cost of such insurance, with no School District contribution.

## ARTICLE IX

### LEAVES OF ABSENCE

**Section 1. Sick Leave.** All eligible uses of sick time will be governed by Earned Safe and Sick Time as noted in MN Statute 181.940 et. seq.

**Subd. 1. Rate Sick Leave is Earned.** All full time employees shall earn sick leave at the rate of nine (9) days for each year of service while employed by this School District. The nine (9) days shall be made available to the employee at the beginning of the school year but shall be earned at the rate of 1 day per month from September through May. There shall be deducted from salary due an employee when the employee terminates their services for that year the pay for any days of sick leave used but not earned. An employee who works fewer than 8 hours a day shall earn prorated 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. Accumulated Sick Days.** Unused sick leave days may accumulate to a maximum of one hundred twenty (120) days of sick leave per employee. Upon reaching one hundred twenty (120) days of accumulated sick leave, an employee shall be reimbursed for 25% of the excess days at the employee's daily rate of pay at the end of that school year.

**Subd. 3. 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. 4. Deduction Process.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

**Subd. 5. Pay Request Form.** Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

**Subd. 6. Sick Leave Use for Disability.** Sick leave may be utilized during the period of physical disability resulting from a condition of pregnancy. The employee shall provide the School District with a physician's statement certifying the dates of disability.

**Section 2. Workers' Compensation.** Pursuant to M.S. Chapter 176, an employee injured on the job in the

service of the School District and collecting workers' compensation insurance, may draw sick leave and receive full salary from the School District, the 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.

### **Section 3. Bereavement Leave.**

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

**Subd. 2. Bereavement B.** Up to five (5) additional days shall be granted, per occurrence, with a deduction for substitute employee pay, for the death of a 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. **If no substitute is utilized, the employee shall not be subject to a deduction of substitute pay.**

**Subd. 3. Bereavement C.** A leave of absence without loss of pay, not to exceed two (2) days for each occurrence, shall be granted for death of a employee's brother or sister, brother-in-law, sister-in-law, grandparents, son or daughter-in-law, grandparent-in-law, or 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. **If no substitute is utilized, the employee shall not be subject to a deduction of substitute pay.**

**Subd. 4. Bereavement D.** For the death of other relatives and friends, a 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 employee is employed for the absent employee. **If no substitute is utilized, the employee shall not be subject to a deduction of substitute pay.**

### **Section 4. 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 9.70., 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 5. 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.

## **Section 6. Personal Leave.**

**Subd. 1. Accrual.** Employees earn personal leave at the rate of two (2) days per year and may accumulate up to three (3) days by banking one (1) day per year. Employees who work fewer than eight (8) hours shall earn pro-rated personal leave. Use of any combination of yearly earned personal leave and banked personal leave shall not exceed three (3) days at any given time.

At the beginning of each school year, each employee shall be credited personal leave based on the years of service to the school district. Personal days accrual will be based on the number of hours assigned to the positions:

0-6 years of service: two (2) days per year, cumulative to three (3) days
7-12 years of service: three (3) days per year, cumulative to four (4) days
13+ years of service: four (4) days per year, cumulative to five (5) days

**Subd. 2. Banked Day Use.** Banked days can only be used after the regular, allocated days 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.

**Subd. 3. Number of Employees on Leave at Same Time.** Except in extreme emergencies, personal leave shall be requested on the district's personal leave form 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. 4. Discretion of Employee's Supervisor.** The use of personal leave is at the discretion of the School District 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.

**Subd. 5. Unused Personal Day Reimbursement.** Employees will be reimbursed for any unused personal days in excess of the maximum accumulated days at the substitute rate of pay. Such reimbursement will be paid to the employee on the final paycheck for the school year.

**Section 7. Personal-Flex Day.** Employees may elect to convert three (3) sick leave days per year to one (1) personal-flex day 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. Personal-flex day payments will be deposited into either the employee's 403B account or their Health Savings Account.

**Section 8. 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 9. General Leave.** At its discretion, the School District may grant a leave of absence for one (1) year to employees who have completed two (2) 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 preceding 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.

**Subd 2. 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 3. 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 2, 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 4. 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 5. Eligibility.** Employees shall be eligible for leave benefits proportional to the extent of their employment.

**Section 10. Military Leave.** Military leave shall be granted pursuant to applicable law.

**Section 11. Union Leave.** Educational Assistants can use up to 30 hours per year of paid leave for union activities. Union agrees to reimburse the School District for the substitute costs. Requests for union leave shall be made by the union president. up to twenty (20) hours of union leave may be used for attendance of mediation and/or arbitration meetings called by the mediator or arbitrator for the District without loss of pay. The Union agrees to notify the District in writing at least twenty-four (24) hours prior to the date for the intended use of said leave. No more than two (2) employees may be on union leave at any one time, with the exception of the above stated mediation-arbitration situation.

## ARTICLE X

### HOLIDAYS

**Section 1. Paid Holidays.** Employees working a minimum of 20 hours per week shall be granted the following paid holidays:

- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Years Day
- Memorial Day-to be paid to all RESP employees regardless of if their duty year has concluded

**Section 2. Weekend Holidays.** Holidays that fall on weekends 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 above holidays and establish another holiday in lieu thereof.

**Section 4. Application.** In order to be eligible for holiday pay, an employee must have worked the regular workday before and after the holiday unless on an excused illness or leave under these provisions.

**Section 5. Eligibility.** Holiday benefits as defined in this Article shall apply only to employees who work at least 20 hours per week on a regular basis and shall not apply to substitute or temporary employees. Part-time employees who are employed an average of at least 20 hours per week and at least the regular school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed

less than an average of 20 hours per week or less than the regular school year shall not be eligible for any benefits pursuant to this Article.

## ARTICLE XI

### DEFERRED MATCHING COMPENSATION

**Section 1. Eligibility.** All RESP bargaining unit members who have worked at least one year with the School District and work 20 hours a week or more will be eligible to participate in the deferred matching compensation plan in accordance with M.S. 356.24. The School District shall contribute annually an amount equal to the amount contributed by the employee subject to the limits listed below. All unit employees 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. All other unit employees may participate in both the severance pay and the deferred matching program. The School District's lifetime maximum contribution to the deferred matching program or a combination of severance pay pursuant to article XI and the deferred matching program shall not exceed \$4,500.

**Section 2. Employee Match.** The School District's contribution will be \$400 a year. The School District will make the forgoing 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 15<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, after consultation with the bargaining unit.

**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 August 31st, 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 to the following August 31. The employee is solely responsible for filing 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. @ 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 XII

### SENIORITY/REDUCTION IN FORCE

**Section 1. Seniority.** Employees shall acquire seniority within their classification upon completion of the probationary period, from their first date of continuous employment in the bargaining unit.

**Subd. 1. Continuous Employment.** An employee's seniority shall be considered to be continuous, even though an employee does not work over the summer. Seniority continues during continuous service in this bargaining unit and ends when an employee is terminated or resigns.

**Subd. 2. Earning Seniority in More than One Classification.** If employees work in more than one position, they shall accrue seniority in each position. The seniority date of each position shall be the first date of continuous employment in each position.

**Subd. 3. Ties In Seniority.** Ties shall be resolved by the School District and shall not be grievable.

### **Section 2. Layoff.**

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

**Subd. 2. Displacing a Less Senior Employee.** An employee whose total current hours are eliminated or reduced by fifty percent (50%) or more, if qualified, shall have the right to displace the least senior person in the classification in the following order: (1) same position and (2) next related position(s), per Section 3 below. This Section does not apply in those cases where layoffs occur due to a building being closed temporarily (up to a year), equipment breakdown, quarantine, loss of utility, or damages from natural or unnatural disasters.

**Subd. 3 Related Positions within Classifications.** Displacement shall occur in following related positions and classifications.

Food Service: Cook position-> Dishwasher and Kitchen Helper positions

Technology/Media Center/Education Assistants: Computer Lab Supervisor position->

Media Center Assistant position-> equal Education Assistants positions (AOM, Chapter I, Special Education, Classroom, Study Hall, etc.)

**Section 3. Recall.** Recall is to any position in the bargaining unit in either building for which an employee is qualified within an employee's classification.

**Subd. 1. Duration of Seniority.** Employees who have been laid off shall retain their seniority and right to recall in seniority order, for a period of twenty-four (24) months from the date of lay-off.

**Subd 2. Notice of Reinstatement.** When laid off, an employee shall file his/her name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the School District employee mailing such notice to the employee at the last known address shall be sufficient, and it shall be the responsibility of any laid-off employee 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 seniority 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 mailing to accept the re-employment in writing. If the employee declines the position or fails to respond within one (1) week of the date of the mailing of the recall notice, the employee shall lose recall status. The starting date of employment shall be determined by the School District.

**Subd. 4. Retaining Service Credit.** Layoff shall not be considered a break in service. Employees shall retain all previous service credit, advancing a step the following school year if employed by January 1 of that year.

**Subd. 5. 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. Seniority and Probationary List.** By February 1 of each year, a seniority list and probationary list shall be provided by the School District and posted in each building.

**Section 5. Transfer.** When an employee changes classification, the employee shall start accumulating seniority in the new classification at that time. Seniority will transfer only into related positions within a classification.

**Section 6. Substitute.** A long-term substitute who is continuously employed by the School District and subsequently hired for any position within the same classification shall gain seniority from his/her first date of continuous employment.

**Section 7. Special Education.** A special education assistant whose total current hours are eliminated or reduced by fifty percent (50%) or more during the school year shall be placed on recall for the reduced hours until the beginning of the next school year or such time an opening occurs for which the employee is qualified, whichever shall occur first. At the beginning of the next school year, the education assistant on recall per this Section shall displace, if qualified, the least senior employee in the same classification per Section 2 of this Article.

## ARTICLE XIII

### PROBATIONARY PERIOD

**Section 1. Probationary Period.** An employee under the provisions of this Agreement shall serve a probationary period of one year from his/her first date of continuous employment 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 to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the agreement alleged to have been violated.

**Section 2. Probationary Period; Change of Position/ Classification.** In addition to the initial probationary period, an employee transferred or promoted to a different position/classification shall serve a new probationary period of sixty (60) working days in any such new position/classification. During this probationary period, if it is determined by the School District that the employee's performance in the new position/classification is unsatisfactory, the School District shall have the right to reassign the employee to the former position/classification. If the School District reassigns an employee to his/her former position/classification, the employee shall regain his/her seniority in that position/classification.

**Section 3. Completion of Probationary Period.** An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

**Section 4. Long-term Substitutes.** Employment as a long-term substitute shall not count toward the employee's probationary period.

## ARTICLE XIV

### DISCHARGE AND RESIGNATION FROM EMPLOYMENT

**Section 1. 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, except those prohibited by law.

## ARTICLE XV

### SEVERANCE PAY

**Section 1. Employees With 20+ Years of Service.** Any employee who has completed twenty (20) years of continuous service in a bargaining unit position with the School District and who has attained the minimum age of fifty-five (55) shall receive one-fourth ( $\frac{1}{4}$ ) of their accumulated and unused sick leave hours as severance pay upon leaving service with the School District unless terminated for cause. Payment shall be based upon the employee's current rate of pay. The school district will contribute an amount equal to the value of the employee's severance benefit to a qualified 403b plan. The School District will make contributions only to deferred compensation plans offered by vendors selected by the School District.

## ARTICLE XVI

### RESOLUTION OF DISPUTES

**Section 1. Application.** Employees who are having a non-contractual dispute with another employee or their supervisor shall 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.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

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

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

#### **Section 3. Definitions and Interpretation.**

**Subd. 1. Extension.** Time limits specified in this Agreement may be extended by mutual agreement.

**Subd. 2. Days.** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

**Subd. 3. Computation of Time.** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 4. Filing and Postmark.** The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

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

**Section 5. Adjustments of Grievance.** The School District and the employee shall attempt to adjust all grievances that may arise during the course of employment of any employee within the School District in the following manner:

**Subd. 1. Level I.** If the grievance is not resolved through informal discussions, the School District 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 of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

**Section 6. School Board Review.** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event that the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

**Section 7. Denial of a Grievance.** Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

**Section 8. Mediation.** Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

**Section 9. Arbitration Procedures.** In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1. Request.** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level II of the grievance procedure.

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

**Subd. 3. Selection of Arbitrator.** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, 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 provide a list of seven (7) arbitrators, pursuant to the PELRA, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask the list of arbitrators be provided within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the Commissioner within the time periods provided herein 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 or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd. 5. Decision.** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. 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 the PELRA. The arbitrator shall issue a written decision and order including findings of fact, which 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, which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration.

**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 as defined herein and contained in this written 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 herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the public School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**Section 10. 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 Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## ARTICLE XVIII

### PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance. The Exclusive Representative agrees, therefore, that during the term of this Agreement, neither the Exclusive Representative nor any individual employee shall engage in any strike. For purposes of this Section, the term "strike" shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation of employment or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

## ARTICLE XIX

### DURATION

**Section 1. Term and Reopening Negotiations.** This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2025, and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent 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 of this Agreement.

**Section 2. Effect.** This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this 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 and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

**Section 3. Finality.** Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual agreement of both parties.

**Section 4. Severability.** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

**FOR: The DISTRICT** Signed this \_\_\_\_\_ day of \_\_\_\_\_

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School Board Chair

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School Board Clerk

**FOR: The EXCLUSIVE REPRESENTATIVE** Signed this \_\_\_\_\_ day of \_\_\_\_\_

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Employee Representative

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Employee Representative

## PAY GROUPS

Pay Group	Position
I	Dishwasher and Kitchen Helper
II	Cook
III	Education Assistant
IV	Media Center Assistant

### SCHEDULE A

#### 2025-2026 Wage Schedule

Step	I	II	III	IV
1	14.91	15.94	18.75	17.37
2	15.17	16.21	19.03	17.76
3	15.53	16.49	19.31	18.15
4	16.11	17.40	19.59	18.53
5	16.45	17.75	20.34	19.67
6	17.07	18.09	20.71	20.12
7		18.48	21.38	20.57
				20.89

### SCHEDULE B

#### 2026-2027 Wage Schedule

Step	I	II	III	IV
1	15.36	16.42	19.31	17.89
2	15.63	16.70	19.61	18.29
3	16.00	16.99	19.89	18.69
4	16.59	17.92	20.18	19.09
5	16.94	18.28	20.95	20.26
6	17.58	18.63	21.33	20.72
7		19.03	22.02	21.19
				21.52

### Longevity Pay

Years 0-6	\$0.00
Years 7-12	\$0.50
Years 13-16	\$0.75
Years 17-24	\$1.00
Year 25+	\$1.25