

MASTER AGREEMENT

between

ROYALTON SCHOOL DISTRICT #485

AND

ROYALTON PRINCIPALS' ASSOCIATION

July 1, 2024 through June 30, 2026

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 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

PURPOSE

Section 1. Parties. This Agreement, entered into between the School Board of Independent School District No. 485, Royalton, Minnesota, hereinafter referred to as the School District or the School Board, and the Royalton Principals' Association, (RPA), hereinafter referred to as the Association or Exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for principals for the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with PELRA, the School Board recognizes the Royalton Principals' Association as the Exclusive Representative of principals employed by the School Board, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit. The Exclusive Representative shall represent all principals of the School District as defined in this Agreement and in PELRA.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment. The term, “terms and conditions of employment,” means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired principals or severance pay, and the School District’s personnel policies affecting the principals and the scope of negotiations. The term does not mean educational policies of the School District. “Terms and conditions of employment” are subject to the provisions of PELRA.

Section 2. Association. The term “Association” shall mean the Royalton Principals' Association.

Section 3. Principal. The term “principal” shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota as a principal or assistant principal and who devotes more than fifty percent (50%) of their time to administrative and supervisory duties, excluding the following: superintendent, assistant superintendent, confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees’ bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year, emergency employees, and all other employees. Reference to “principal” in this Agreement shall mean principals and assistant principals except in those cases in which a clear distinction between the two positions exists.

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

ARTICLE IV

SCHOOL DISTRICT RIGHTS

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

Section 2. Management Rights. The Association recognizes the School Board, on behalf of the public, has the responsibility and authority to manage, direct, and take charge of all operations and business of the School District to the full extent authorized by law, and with its primary function and obligation to provide educational opportunities for the students of the School District.

Section 3. Managerial Responsibilities. The discharge of said responsibilities and the exercise of said authority by the School District and its properly designated officials, and the adoption of necessary and reasonable policies, rules, directives and practices in furtherance thereof shall not be limited in any way except by the specific and express terms of this contract.

Section 4. Rights Reserved. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in the Agreement are reserved to the School District.

ARTICLE V

ASSOCIATION RIGHTS

Section 1. Right to Join Organizations. Pursuant to PELRA, principals shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

Section 2. Payroll Deductions. Upon written notification by the employee, the School District shall deduct from the principal's salary: credit union payments, saving bond or tax sheltered tax-sheltered annuities.

Section 3. Use of Facilities. The Association shall have the right to use School District facilities provided that this shall not interfere with or interrupt school operations.

Section 4. Use of District Equipment. The Association can use district owned office machines and typewriters to make and reproduce material if such use does not interfere with school business.

Section 5. Association Representatives. Duly authorized representatives of the Association shall be permitted to discuss matters pertaining to Association business at all reasonable times, provided that this shall not interfere with or interrupt normal operations.

ARTICLE VI

ATTENDANCE AT CONVENTIONS

Section 1. Participation. Members of the Royaltown Association may represent the School District at state association conventions each year. Principals may submit reasonable and customary expenses to the School District for reimbursement.

ARTICLE VII

CONTRACT YEAR

Section 1. Years In Effect. This Administrators contract shall be in effect for a period of two (2) years from July 1, 2024 to June 30, 2026.

Section 2. Duty Days. All administrators covered by this contract shall be assigned the following number of duty days. Duty days shall mean those days when administrators are expected to be on duty providing their contractual services. Vacations and legal holidays recognized on the school calendar are not duty days.

Elementary Principal	215 duty days (183 school calendar days and 32 additional days)
MS/HS Principal	220 duty days (183 school calendar days and 37 additional days)
MS/HS Asst. Principal/AD	210 duty days (183 school calendar days and 27 additional days.)

Section 3. Vacation During School Calendar Year. Principals may take up to three (3) of their vacation days during the school calendar year, providing these days are made up during the current contract year. Prior approval of these days must be obtained from the Superintendent prior to taking such days.

Section 3. Continuing Contract. In the event that a new contract has not been ratified by both the Board and the Association at the end of the **current** contract years, the existing contract shall remain in effect until a replacement contract is ratified.

ARTICLE VIII

GROUP INSURANCE

Section 1. Health and Hospitalization Insurance.

Subd. 1. School District's Contribution. The School District shall provide all full-time principals employed by the School District, who qualify for and are enrolled in the School District's health and hospital plan, with employee and dependent(s) health and hospitalization insurance coverage, under the School District's group plan. The School District will pay 90% of the premium cost of the most expensive district offered plan for family or single coverage (currently is the traditional plan). If the Principal doesn't choose the most expensive district offered plan for family or single coverage, the School District shall pay the same amount of dollars toward a district group plan of their choice. Any remaining dollars, after full payment of premiums, shall be paid into the Principal's Health Savings Account.

Subd. 2. HSA Account/Wellness Account. The School District shall also contribute annually into an HSA or Wellness account of each full-time principal employed by the School District until the benefit is re-negotiated.

2024-2025	2750
2025-2026	\$3000

Subd. 3. Insurance Carrier. The insurance carrier providing coverage under this section shall be the same as provided under the School District's group health and hospital policy.

Section 2. Life Insurance. The School District shall provide each full time principal covered by this Agreement group life insurance coverage in the amount of \$50,000, the premiums to be paid by the School District. The principal may elect to purchase an equal amount of life insurance with premiums paid by the principal.

Section 3. Income Protection Plan. The School District shall provide each member of the appropriate unit with an income protection policy beginning after sixty (60) days of continuous absence due to disability. Such policy shall provide for benefits equal to at least 2/3 of the principal's salary.

Section 4. Legal Liability Insurance. All principals covered by this contract shall be covered by the School District Legal Liability Insurance for the period of this contract. Such coverage shall be subject to the limit of the policy in effect.

Section 5. Reimbursement for Vandalism. A principal shall be reimbursed up to \$300 for vandalism damage to their property caused in relation to their position as principal and which is not covered by the principal's insurance.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. Rate of Earned Sick Leave Days. All full time principals shall earn sick leave at the rate of fifteen (15) days for each year of service while employed by the School District. The fifteen (15) days shall be made available to the principal at the beginning of the school year but shall be earned at the rate of 1 2/5 days per month from August through June. There shall be deducted from salary due a principal when the principal terminates their service for that year the pay for any days of sick leave used but not earned.

Subd. 2. Serious Illness. A leave of absence without loss of pay, not to exceed five days, for each occurrence, shall be granted for serious illness of a principal's spouse or domestic partner, child/stepchild or parent/step parent, brother or sister, and in the case of a principal's parent-in-law, for not to exceed three days. If the leave is for reasons of illness, the leave days taken shall be deducted from the principal's accumulated sick leave. Serious illness shall mean illness requiring medical attention at a clinic or hospitalization. The Board may require doctor's certification of illness.

Subd. 3. Rate of Earned Sick Leave Days for Part-Time Principals. All part-time principals in the appropriate unit (i.e., working less than full-time whose services exceed 14 hours a week) shall earn sick leave the same as full-time principals except days shall be earned on a prorated basis, that is, the number of days or fractions thereof, shall be in the proportion that their part-time work is to full-time work.

Subd. 4. Accumulation of Sick Days. Unused sick leave days shall accumulate to one hundred and twenty (120) days. The Principal shall submit the yearly unused sick leave days (up to 7 days) in excess of the accumulated amount for reimbursement at the rate of \$100.00 per day.

Subd. 5. Returning Unused Sick Days for Financial Compensation. After 3 years of service a full-time principal shall receive 25% of the principal's daily rate of pay for accumulated and unused sick leave days when leaving employment with the School District unless discharged for cause. After 6 years of service a full-time principal shall receive 30% of the principal's daily rate of pay for accumulated and unused sick leave days when leaving employment with the School District unless discharged for cause. After 20 years of service a full-time principal shall receive 50% of the principal's daily rate of pay for accumulated and unused sick leave days unless discharged for cause. (Definition - Completion of the respective duty days constitutes a year of service.)

Subd. 6. Sick Leave without Loss of Pay. Sick leave without loss of pay shall be allowed by the School District whenever a principal's absence is found to have been due to illness or injury which prevented attendance at the school and performance of duties. The School District may require the principal to furnish a medical certificate from the school nurse or from a qualified physician in support of the application. Allowed sick leave shall be deducted from the accrued sick leave days earned by the principal.

Section 2. Workers' Compensation. Pursuant to Minnesota Statutes Chapter 176, a principal 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, his 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 his accrued sick leave.

Section 3. Bereavement Leave and Illness.

Subd. 1. Immediate Family. A leave of absence without loss of pay, not to exceed five days, for each occurrence, shall be granted for death of a principal's spouse or domestic partner, child/stepchild or parent/step parent, brother or sister, and in the case of a principal's parent-in-law, for not to exceed three days. If the leave is for reasons of death, it shall not be deducted from sick leave..

Subd. 2. Family. A leave of absence without loss of pay, not to exceed two days for each occurrence, shall be granted for death of grandparents, grandchild, son or daughter-in-law, and grandparent-in-law or member of the immediate household.

Subd. 3. Other Relatives and Friends. Leave granted for deaths of other relatives and friends may be granted at the discretion of the Superintendent.

Section 4. Personal Leave.

Subd. 1. Amount of Days. Each full-time principal shall annually be entitled to two days of personal leave during the first two years of School District service. Thereafter personal leave shall be three days per year. Personal leave shall be non-cumulative.

Subd. 2. Approval of Personal Leave for Other Reasons. Personal leave for other reasons may be granted upon approval of the Superintendent. The request must be made in writing on the School District's leave form. In cases requiring privacy, the Superintendent may accept an oral statement.

Subd. 3. Additional Personal Leave Days. Additional personal leave days may be granted a principal at the discretion of the Superintendent.

Subd. 4. Personal-Flex Day Option. A principal 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 principal'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 5. Military Leave. A principal called for military service shall be granted a leave of absence without pay for such times as may be required to fulfill the obligation. Upon termination of Military leave the principal shall receive credit for experience on the pay schedule the same as if the principal had remained in the school system.

Section 6. Jury Leave. A principal called for jury service shall be granted a jury leave without loss of pay, but any sum paid to the principal for jury duty (exclusive of mileage and other expenses) shall be assigned by the principal to the School District.

Section 7. 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 a 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 VIII ., are unpaid, nothing herein shall preclude an employee's r 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 7. General Leave.

Subd. 1. Requested Unpaid Leave of Absence. Principals with a minimum of three (3) years of experience as a principal in the School District may apply for an unpaid leave of absence subject to the provisions in this section. General leave of absence for one (1) year may be granted to the principal for any reason not included above and at the discretion of the School Board. Principals requesting leave under the provisions of this Section shall submit a written request. Such requests shall be submitted no later than March 31 of the school year preceding the year of the requested leave.

Subd. 2. Written Intention to Return. Principals who are granted leave of absence under the provisions of this Section shall notify the School Board no later than March 31 of the leave year, in writing of their intention to return to their principal's position.

Subd. 3. Retaining Experience Credit. Principals who return from General leave within the provisions of this Section, shall retain all previous experience credit and any unused leave time accumulated but shall receive no accumulation for the leave year.

Subd. 4. Retaining Benefits. Principals granted leave within the provisions of this Section may retain all benefits at their own expense subject to insurance policy coverage and provisions.

ARTICLE X

COMPENSATION

Section 1. Reimbursement for Incurred Expenses. Authorized expenses incurred in discharging the responsibilities of the principals within or outside the School District shall be fully reimbursed by the School Board upon submission of appropriate documentation substantiating the expenses.

Section 2. Method of Salary Payment. All principals shall be paid on the fifteenth and last day of each month (except the first pay period of the school year shall be August 15). Should these dates fall on a Saturday or Sunday, salary shall be paid on the nearest working day on either Friday or Monday. In the case of extended vacations, e.g., winter or spring, the payment shall be sent out to the principal. The number of payments shall be twenty-four. A principal may, however, opt to receive the balance of their payments at the completion of the service year. This option must be indicated to the Superintendent no later than April 15 of the contracted school year. The School Board shall pay the lump sum payment no later than the last day of the contracted school year. An emergency request after April 15 for lump sum payment may be granted with payment to be made by June 20. Requests made after June 20 may be granted within 10 days of the request.

Section 3. Salaries.

	2024-2025	2025-2026
Elementary Principal	\$91,120.24	\$93,853.84
MS/HS Principal	\$113,591.04	\$116,998.77
MS/HS Asst. Principal/Activities Director	\$87,475.43	\$90,099.69

Section 4. Professional Development. The School District shall provide reimbursement, in the amount not to exceed \$250, for the purchase of career related publications. The principal must provide receipts for the reimbursement requested.

ARTICLE XI

EXTRA COMPENSATION

Section 1. Extracurricular Compensation. In the event that a principal may be approved to take the appointment of an extracurricular assignment, they will be reimbursed in accordance with the current established rate of pay for the School District.

Section 2. Cell Phone Allowance. This position is required to own and carry a cell phone to aid in completion of job duties. The Principal shall have the choice between a district provided cell phone or a \$75 per month stipend for using their personal cell phone.

ARTICLE XII

UNREQUESTED LEAVE OF ABSENCE

Section 1. Reduction in Force. In the event it is necessary for the School District to reduce the number of principals covered by this Agreement, the workforce shall be reduced in accordance with Minnesota Statutes Section 122A.40, Subdivision 11.

ARTICLE XIII

MEET AND CONFER

Section 1. Minnesota Statutes Section 179A.07, Subdivision 3. The School Board recognizes that the principals possess knowledge, experience, and dedication which is helpful and necessary to the operation of the School District and the quality of education services and which may assist the School Board in developing their policies. It shall be the policy of the School Board to meet and confer with representatives of the Royalton Principals' Association pursuant to Minnesota Statutes Section 179A.07, Subdivision 3.

Section 2. Requesting and Number of Meetings. Such meetings shall be held between association representatives and representatives of the School Board. Such meetings shall be held when requested by the principals or the School Board. The number of such meetings shall not exceed four (4) in any one school year.

ARTICLE XIV

MATCHING ANNUITY PROGRAM AND RETIREMENT

Section 1. Eligibility, School District Payout Cap, and Other. Principals, after receiving tenure as principals in the School District, shall be eligible to participate in a tax sheltered state-approved matching annuity plan through payroll deduction. Part-time principal benefits will be prorated. The School District payout cap shall be \$25,000 per principal. Benefits will be paid on a twelve month basis. The following schedule will be used to determine School District contribution levels. Principals may contribute any dollar amount up to the maximum amount allowed by law.

<u>Years of Service in the School District</u>	<u>School District's Matching Contribution</u>
0-6	\$1,000
7-10	\$1,500
10+	\$2,000

Section 2. Declaration of Intent to Participate. Principals eligible to enroll in the 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 principal 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 principal is solely responsible for filing the Intent to Participate form.

Section 3. Discontinuance of Service. Principals who, for whatever reason, leave the service of the School District prior to retirement, shall retain ownership of School District contributions and personal contributions made on their behalf to the date of discontinuous service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of the service.

Section 4. Sole Responsibility of Principal to Manage the Portfolio and Investments. Management of both the portfolio of individual investments and the School District contributions shall be solely the responsibility of the principal in whose name these investments have been made. The School District assumes no current or future liability for contributions made to these plans or for investment earnings (losses) which may occur to these portfolios as a result of investment decisions which are made by the principal.

Principals are not to construe the Plan or the School District contributions to the Plan or the opportunity of the principal to match such contributions as legal, tax, or investment advice by the School District.

The management of both the individual and School District contributions shall be solely the responsibility of the principal in whose name the contributions have been made. Each principal should consult their own attorney, accountant, and investment advisor as to legal, tax, and investment issues relating to contributions to the Plan.

The School District has neither reviewed nor approved any investment programs which the principal may obtain by way of contributions under the Matching Annuity Program. The principal agrees to indemnify and hold harmless the Royalton School District from any adverse investment experience arising from or connected with contributions to the Matching Annuity Program.

ARTICLE XV

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Definitions.

Subd. 1. Grievance. A grievance means a dispute or disagreement as to the interpretation or application of any term of this Agreement.

Subd. 2. Days. Days means calendar days excluding Saturdays, Sundays, holidays designated by state law, and vacation days within the school year as defined by the School District's calendar.

Subd. 3. Grievant. Grievant means an individual principal who has a grievance. The grievant may be represented at any time in the grievance or arbitration procedure by a representative of the Association or any other person.

Subd. 4. Grievance Procedures. The grievance procedure consists of two levels, plus an arbitration level, and grievance will be presented as herein set out.

Subd. 5. Answer. Answer means a concise written response outlining the position and action taken by the Superintendent.

Section 2. Level I Grievance. Within 15 days of the time a grievance arises, the principal will present the grievance to the Superintendent on an informal basis in an attempt to resolve the grievance. Within six days after presentation of the grievance, the Superintendent shall give his written answer to the grievant.

Section 3. Level II Grievance. If the grievance is not settled at Level I, the grievant may, within seven (7) days of the receipt of the Superintendent's answer, submit to the Superintendent a written "Statement of Grievance" signed by the grievant. The statement of grievance shall set out:

- (1) Name of employee(s) involved.
- (2) The facts giving rise to the grievance.
- (3) All specific provisions of this Agreement alleged to be violated.
- (4) The contention of the employee and the Association.
- (5) The relief requested.

Subd. 1. Meeting with Superintendent or School Board Designee. Within a reasonable time after receipt of the Statement of Grievance, but not to exceed ten (10) days, the Superintendent or other representative designated by the School Board, shall meet with the grievant to discuss the grievance. Within five (5) days after the meeting the Superintendent or other Board representative, the Superintendent or other School Board representative shall give his decision on the grievance in writing. The decision shall be a concise statement outlining the School Board's position and the action taken.

Section 4. Arbitration. If the grievance has not been resolved at Level II, either the School Board or the grievant shall have the right to appeal the dispute to an impartial arbitrator. The appeal must be taken within ten (10) days from the date the Superintendent's or other School Board representative's written decision is given to the grievant.

Section 5. Arbitration Procedures.

Subd. 1. Selection. The School Board and the grievant shall endeavor to agree upon an arbitrator. If the parties are unable to do so, either may request from the Bureau of Mediation Services ("BMS") a list of five names. The parties shall alternately strike names from the list until one name remains and that person shall be the arbitrator. (If the parties are unable to agree on who strikes first, a flip of a coin shall decide).

Subd. 2. Hearing. The arbitrator shall schedule a hearing at which each party shall have the right to representation and the opportunity to submit evidence and make written or oral arguments.

Subd. 3. Jurisdiction of Arbitrator. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before them 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 and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; 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 School District, 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 School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 4. Decision. The decision of the arbitrator shall be made within thirty (30) days after the close of the hearing. There shall be no appeal from an arbitrator's decision if within the scope of his authority as herein set out, and such decision shall be final and binding on the parties.

Subd. 5. Expenses. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. The cost of the transcript or recording of the hearing, if requested, shall be paid by the requesting party.

Subd. 6. Non-Waiver of Jurisdictional Objections and Processing. The fact that a grievance has been considered by the parties at preceding levels shall not constitute a waiver of jurisdictional limitations upon the arbitrator.

Section 6. Miscellaneous Provisions.

Subd. 1. Computation of Time. In computing any period of time prescribed or allowed by this Article, the day of the act or event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included. Correspondence sent by certified or registered mail with a postmark date within the time limit shall meet the requirement.

Subd. 2. Time Limits and Level Waiver. Any grievance which is either not submitted or not advanced to the next level by the grievant within the time limit specified shall be deemed abandoned. The parties, by mutual agreement, may waive any step and extend any time limits.

Subd. 3. Processing of Grievance. The processing of grievances shall be after the normal work day, whenever possible; if, however, a grievance at the arbitration level occurs during the normal work day, the principal(s) shall not be deprived of compensation for time spent at the arbitration proceeding.

ARTICLE XVI

DURATION

Section 1. Terms and Reopening of Negotiations. This agreement shall remain in full force and in effect for a period commencing July 1, 2024 through June 30, 2026 , and thereafter as provided by PELRA. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor Agreement is ratified. If either party desires to modify or amend this Agreement, it shall give written notice of such intent pursuant to PELRA no earlier than January 15,2024 , nor no later than May 1,2026 .

Section 2. Effect. This Agreement constitutes the full and complete agreement between the School Board and the Exclusive Representative. The provisions herein supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment including fringe benefits and personnel policies 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, functions, 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 current contract Agreement term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

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

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Agreement:

FOR: The DISTRICT Signed this _____ day of _____

School Board Chair

School Board Clerk

FOR: The EXCLUSIVE REPRESENTATIVE Signed this _____ day of _____

Elementary Principal, Anthony Neumann

MS/HS Principal, Joel Swenson

MS/HS Asst. Principal/Activities Director, Kaitlyn Frenchick