JACKSON COUNTY CENTRAL
CUSTODIAN AGREEMENT
2018-2020

AGREEMENT with JACKSON COUNTY CENTRAL CUSTODIANS

ARTICLE I
PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 2895, Jackson, Minnesota, hereinafter referred to as the District or School District and the Jackson County Central Education Custodian personnel.

ARTICLE II
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 employer payment of, or contributions to, premiums for group insurance coverage of retired employees and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Custodian: For purposes of this Agreement, the term Custodian shall mean all persons unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, certified units, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent 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 67 working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 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. Regular Employee: Regular employees are all employees who are scheduled to work more than 14 hours per week and in excess of 67 working days.

ARTICLE III
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Custodian 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 Custodian 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 Custodian recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Custodian 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 laws, rules, regulations, directives or order 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 IV
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 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 Custodian personnel.

ARTICLE V
RATES OF PAY

Section 1. Rates of Pay:

Subd. 1 - The wages and salaries reflected in this agreement are on file in the business office and shall be part of the agreement for a period commencing July 1, 2018-June 30, 2020. The salary settlement is 3.5% per hour increase for 2018-19 and 3% increase for 2019-2020. For year 2018-19, Drew Wedebrand and Randy Priest will receive a $2 per hour increase instead of the 3.5% increase. All custodians will receive the 3% increase for 2019-2020. Starting salary will be $13.18/hr for 2018-2020.

Subd. 2. During the duration of this Agreement advancement on any salary 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 according to the current rate until a successor Agreement is entered into.

Subd. 3. 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.

Subd. 4. Any employee required to work more than 40 (forty) hours a week shall be paid at a rate equal to one and one half times the employee's regular wage for all such overtime hours. All employees must obtain permission from supervisor in advance before working overtime. All overtime is paid at base salary. Overtime rate for the evening shift for M-F will be based on evening shift hourly rate and Saturday-Sunday will be based on regular pay. Holiday pay should count towards the regular 40 hour work week. Anything over 40 hours should be over-time and paid at one and a half times regular pay. Once a custodian has 40 hours per week (this does not include sick time and vacation time), all Saturdays are one and a half time the regular rate of pay and Sundays are two times the regular pay.

Subd. 5 – Staff assigned to night shift will receive $1.10 per hour, in additional pay, beginning at 5:00 p.m. Staff assigned to day shift will receive night pay only for those hours worked past 5:00 p.m. No night pay will apply to weekend duties.

Subd. 6 – The District agrees to pay a minimum of one hour of pay if an employee is called out for an alarm or boiler check.

Subd. 7 – The District agrees to increase the current pay with an additional $.25/hr to an employee with "special" boiler license and an additional $.25/hr to an employee with a Class 2 - C boiler license. Pay will be increased an additional $.25/hr to an employee with a Class 1 – C boiler license and an additional $.25/hr for a Class Chief – C boiler license.

Section 2. Pay Period: Employees shall receive through direct deposit twice per month. The pay days are on the 15th and last day of the month. Should either of these days fall on a holiday or weekend, the pay day will be on the closest preceding workday.

Section 3. Time: All employees will be paid for actual time assigned and worked as time appears on the employee's time card. Any employee required to work longer than their normal duty day, with their supervisor's approval will be compensated for that time.

Section 4. Mileage: The District shall pay mileage to all employees who are assigned to travel using their personal vehicle during their work day. Mileage will be paid at the current IRS rate.

Section 5. Uniforms: The District will issue five (5) shirts, five (5) pants and one (1) pair of shoes after the probationary period. Replacement must be cleared through the Head of Grounds.

ARTICLE VI
HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week - The regular work week, 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.

Subd. 1 District will provide a job notification to all employees prior to August 1st. This notification will include classification, assigned hours, and a calendar of duty days.

Subd. 2 Schedule Changes: With a change in the calendar of duty days, the employee will be rescheduled for another duty day or compensated for the day.

Section 3. Job Openings: Job openings within the District, will be internally posted at the same time as outside posting. Job transfers to these openings will be at the discretion of the School District. The School District's decision shall not be subject to review through the grievance procedure.

Section 4. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District. Schedules may be modified to meet the needs of students.

Section 5. Lunch Period: Employees shall be provided a duty free lunch period with the exception of those employees required to work during the student noon hour. Such employees shall be provided with another duty free lunch period.

Section 6. Work Breaks: During the work day, employees are entitled to take up to 15 minute long breaks twice per day depending upon the length of the employee's work day. The breaks are based on an eight hour day so shorter work days may mean adjusted break periods. Breaks are to be scheduled by mutual consent between the employee and their supervisor.

ARTICLE VII
JOB CLASSIFICATIONS

Section 1. Training: The District shall pay all costs (mileage, meals, registration, etc...) for any assigned training. The School District reserves the right to determine the training needs and assignment of training.

Section 2. Work Day: The workday shall be designated by the administration.

Section 3. New Employee Physical: New hirees must pass a physical before employment to include a minimum lifting capability of 50 lbs.

Section 4. Duties: Regular maintenance and cleaning are the jobs of all custodians. If anything is needed beyond regular maintenance it will need to be directed to the Director of Building and Grounds. The Director of Building and Grounds will assign who does the work from that point forward.

ARTICLE VIII
GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law. The District reserves the right to adjust the Minimum Value Plan to conform with any rulings or changes to the Affordable Care Act. The District also reserves the right to change the contribution amount to meet Affordable Care Act requirements to avoid financial penalties.

Section 2. Health and Hospitalization Insurance

Subd. 1. - Single Coverage: The School District shall contribute a sum of not to exceed $6,700 per year for 2018-2019 and per year for 2019-20 toward the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2 New Employee Waiting Period: The new hirees will have a 30 day waiting period before becoming eligible for insurance coverage.

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, all District contributions shall cease.

Section 5. Dental and Vision Insurance: The School District will adopt dental and vision insurance plans for its employees. The District will only pay for the administrative fees for these accounts.

ARTICLE IX
REQUESTED LEAVES OF ABSENCE

Section 1. Disability Leave: A custodial employee shall earn fifteen (15) days per year. Annual disability leave shall accrue monthly as it is earned on a proportionate basis to the work year.

Subd. 1 Unused disability leave days may accumulate to a maximum of 120 days of disability leave per regular employee. When the employee retires by PERA standards and their disability leave has reached 105 days, the District will pay the employee for five (5) unused disability leave days.

Subd. 2 Disability leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented attendance at school and performances of duties on that day or days. Disability leave with pay may also be used for absences due to an illness of or injury to the employee's child (through age 18) for such reasonable periods as the employee's attendance with the child may be necessary. Sick leave provisions shall not apply if an employee is injured in a (remunerative) position outside of school employment.

Subd. 3 Disability leave may be used in the event of serious illness or injury to a member of the employee's or the employee's spouse's immediate family to include: (spouse, children, son or daughter in-law, parents, or other relative living in the employee's home). If the child is over 18 years of age, the disability leave will be limited to 2 days per year without additional approval by the superintendent in advance.

Subd. 4 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 disability leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5 Certain state and federal statutes may impact leave time for unit members. While the application of such laws is not subject to review through the Grievance Procedure of this Agreement, so long as these laws are in effect the School District is obligated to follow them. These laws include but are not limited to the Minnesota Sick or Injured Child Care Leave at Minn. Stat. 181.9413 and the Federal Family and Medical Leave Act, Public Law 103-3 1993.

Subd. 6 Sick Leave Bank – each member of this group will be allowed to place one of their disability leave days in an employees' Sick Leave Bank at the beginning of each school year. There will be a Sick Leave Bank Council, made up of one member of each of the employee groups that have this Bank in their agreement with the District and one member of administration. The Council will meet monthly to decide on the request presented to them. Uses of the Sick Leave Bank may include maternity leave and extended illness.

Section 2. Bereavement: Up to five (5) days of leave shall be allowed in the event of a death in the employee's or the employee's spouse's immediate family (spouse, children, grandchildren, son or daughter in-law, siblings, brother or sister in-law, parents, grandparents, aunt and uncles, or other relative living in the employee's home). Additional bereavement leave is subject to the approval of the superintendent. Bereavement leave days are deducted from accumulated disability-leave days.

Section 3. Medical Leave:

Subd. 1 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 disability leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2 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 4. Child Care Leave: The School District may grant upon request of the employee a child care leave, without pay, to a parent of a minor child, natural or adopted. An employee may take a child care leave of up to one year. The commencement and return date of the child care leave shall be determined by mutual agreement between the employee and the superintendent.

Section 5. Requested Time Off: A regular employee shall have three (3) requested time off days per year for situations that arise requiring the employee's personal attention. Requested time off days are not floating holidays. Requested time off is deducted from accrued disability leave.

Subd. 1 Requests for requested time off must be made in writing to the superintendent at least three (3) days in advance, except in the event of an emergency. Employee's are not required to furnish a reason for the requested time off. At no time shall more than one (1) from each group of employees at each building site be granted requested time off at the same time.

Subd. 2 A requested time off day shall not be granted for the day preceding or the day following holidays or vacations the first and/or last week of the school year and the first and last days of the school term except in the event of emergencies or as previously approved by the superintendent.

Section 5. Jury Duty Leave: Employees called to serve for jury duty shall be allowed to so serve at no expense or salary reduction to the employee. However, compensation received over and above expenses incurred for such service shall be turned over to the School District.

Section 6. Workers' Compensation: Pursuant to M.S. Oh. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance, may draw disability 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 disability leave.

Section 7. Discretionary Leave: The District may grant, upon request of the employee, an unpaid leave of absence for reasons such as deemed appropriate by the District. Leaves may be granted for periods of up to one year and the District may renew such leave. Request for leaves must be made in writing to the superintendent by June 1st for the next school year. Written notification that the employee plans to return to work during the next school year must be received by the superintendent by May 1st.

Section 8. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the District the monthly premium in advance. Failure to timely pay may result in loss of insurance coverage. In the event the employee is on paid leave, the District will continue insurance contributions as provided until disability leave is exhausted. Thereafter the employee must pay the entire premium for any insurance retained after the exhaustion of disability leave.

Section 9. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave. Failure of an employee to return to work on the date determined shall constitute grounds for termination unless the District and the employee agree to an extension of the leave. Absence without leave for 3 (three) or more days shall constitute a resignation.

ARTICLE X
HOLIDAYS

Section 1. Paid Holidays: Regular employees shall be granted the following paid holidays: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, New Years Day, Spring Break (Friday), and Memorial Day. Twelve (12) month employees will have an addition: the Fourth of July.

Section 2. 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. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 3. Application: In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless on an excused disability leave.

Section 4. Eligibility: Holiday benefits as defined in this Article shall apply only to regular employees as defined in this agreement.

ARTICLE XI
VACATIONS

Section 1. Eligibility: This Article shall apply to employees who are assigned 200 or more days of employment.

Section 2. Earned Vacations:

Subd. 1 Regular employees under this provision shall accrue vacation as follows:
With 200-225 assigned days, the employee will earn 5 vacation days.
With 226-250 assigned days, the employee will earn 8 vacation days.

With 250 or more assigned days, the following will apply:
two (2) weeks annually.
three (3) weeks after eight (8) years of consecutive service,
four (4) weeks after sixteen (16) years of consecutive service.

Subd. 2 Vacation leave shall be arranged by mutual agreement between the employee and the Superintendent of Schools. Vacation days must be taken by September 30.

Subd. 3 Vacation time shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 are not eligible for vacation as a matter of right until July 1 of the following year but may be permitted to take vacation at the discretion of the School District. The School District's decision shall not be subject to review through the grievance procedure. i.e. January 3rd hire of 2016 will not receive 2 weeks vacation until July 1, 2017.

Subd. 4 If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive the prorata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks' advance written notice of the resignation time.

ARTICLE XII
ANNUITIES

Section 1. Eligibility: Employees may allocate a portion of their salaries for the purchase of an individual and voluntary Tax Sheltered Retirement Income Annuity as provided by law.

ARTICLE XIII
DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Personnel Files: A personnel file is kept on each employee. All evaluations and files generated within the District may become part of the employee's personnel file. The employee shall have the right to examine and reproduce any of the contents of the file at the employee's expense. Any employee may submit for inclusion in the file written information and response to any material contained therein. The District may destroy the files as provided by law.

Section 2. Discipline Procedure: The District shall discharge or discipline employees under this agreement only for just cause. The District will attempt to evaluate and communicate with each employee regarding work performance.

Section 3. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of 1 (one) year of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and 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 4. Probationary Period: Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of 12 (twelve) calendar months in any such new classification. During this 12 (twelve) month probationary period, if it is determined by the School District shall have the right to reassign the employee to the former classification.

Section 5. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

ARTICLE XIV
REDUCTION IN FORCE

Section 1. Seniority: The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position.

Section 2. Seniority List: Prior to January 1st of each year, the District shall publish an updated seniority list. Employees are responsible for reviewing their seniority placement and notifying the District of any discrepancies. No employee will lose seniority due to School District reorganization. Years of service to the District shall be computed based upon an employee's original hire date with the Jackson County Central School District or any of it's predecessors.

Section 3. Tie Breakers: In the event that two or more employees tie in seniority breaking, and a reduction in force must be made, the following will be used to determine the most senior employee:

1. The employee with the most total years of service, even if those years of service are not continuous, to the District will be most senior.
2. The employee with the most hours of service in the previous year, (hours per day x duty days) shall be most senior.
3. The employee with any specialized training necessary for their job classification shall be most senior.
4. If after all these tie breakers have been used and the tie cannot be broken, the District may then make the final decision about which employee is most senior.

ARTICLE XV
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 in 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 week days 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 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 School District's designee.

Section 5. Adjustments of Grievance: The School District and the employee shall attempt to adjust all grievances which 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 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 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 days after receipt of the appeal. Within ten days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

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

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 days after the decision has been rendered. In the event 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. 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 issuing 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 XVI
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 representatives agree, therefore, that during the term of this Agreement, neither the Custodian 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 or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance.

ARTICLE XVII
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, 2020. 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 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 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 Custodian personnel 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

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 JCC Custodian Representatives

Drew Wedebrand

Craig Kolander

Craig Kolander

Dated this 6-18-18

For Jackson County Central, ISD#2895

Chairperson

Clerk

Dated this 6-26-18