LEAD- DEADWOOD CLASSIFIED AGREEMENT
between the
Lead-Deadwood Educational Support Personnel Association
and the
Lead-Deadwood School District 40-1

The Lead-Deadwood School District recognizes the Lead-Deadwood Educational Support Personnel Association/SDEA/NEA as the exclusive representative of the support employees in the District and will negotiate terms and conditions of employment with the Association.

The District will provide all Classified employees with a copy of the Negotiated Agreement and an additional electronic copy to the L-DESP Association President.

For purposes of this Agreement, the terms “employee” or "classified” or “support” employee shall mean employees employed by the Lead-Deadwood School District in positions other than administrative and certified teaching positions. Such terms shall include educational support personnel, secretaries, custodians, bus drivers, and kitchen staff. Such term shall exclude confidential employee(s) as designated by the Superintendent, employees working less than 20 hours per week, and temporary or seasonal employees.

This Agreement supersedes all other agreements by the parties hereto, be they oral, written or otherwise. LDESPA is the official bargaining representative of the classified personnel of the District, and LDESPA and the District have arrived at an agreement and both parties desire to have said agreement expressed in writing. It is mutually agreed by and between the parties hereto as follows.

EMPLOYMENT

An employee of the Lead-Deadwood School District will be placed at the appropriate starting salary for the applied position. Credit for experience within or outside the district may be granted by the supervisor, with prior approval of the superintendent.

A. **Probationary Period:** A probationary period of sixty (60) working days is required for new employees. During this period, the employee may be separated without recourse if performance is not considered satisfactory. During the first sixty (60) working days of the probationary period:

1. Personal leave may not be used;
2. If the employee is terminated on or before sixty (60) working days of employment for any reason, there shall be no payment for accumulated annual leave.

B. **Notice of Intent:** All classified employees, who the district has chosen not to rehire for the following school year, will be given written notice by the June board meeting of the school district’s decision not to reemploy the employee. Any employees who have been notified of the district’s decision not to reemploy them for the subsequent school year may request a meeting before the superintendent and administrators directly involved. At this meeting, the employee not to be reemployed will be given rationale for the employee not being reemployed. Neither the sufficiency of the reason(s) given, nor the decision to not rehire the employee shall be subject to review beyond the Superintendent.

C. **Reemployment:** Employees who resign and apply for reemployment within a period of one (1) year will, if reemployed in the same position, be placed on the salary schedule step held at the time of resignation. Former employees who are reemployed after the period of one (1) year may be given credit not to exceed two (2) years on the salary schedule. However, this provision does not grant any rights or preferences to former employees for reemployment or continuation of employment.

D. **Resignation:** If desiring to resign for any reason the employee should notify his/her supervisor as far in advance as possible. A minimum of thirty (30) days’ notice is required in writing except in those instances where hardship would be imposed on an employee. Upon termination, an employee’s salary will be calculated based on the last day worked.

E. Suspension:

1. An employee may be suspended for up to ten (10) working days without pay by the Superintendent. Such suspension shall take effect immediately or begin the next working day as determined by the Superintendent. By the end of the next working day, the Superintendent shall provide the employee with reasons in writing for the suspension and notify the employee of their right to request a meeting with the Superintendent.

2. A suspended employee may request a meeting with the Superintendent to discuss the reasons for the suspension. A request for a meeting shall be in writing and filed with the Superintendent within three (3) working days following such suspension. The Superintendent may, at that time and in his discretion, reverse, shorten or continue the suspension. This section shall be subject to the Grievance procedures set forth in this Agreement.

F. Termination: If the Board of Education decides to terminate employment of an employee, at any time and without cause, no period of suspension shall be required as a condition precedent to termination; however, an employee terminated without a preceding period of suspension shall be given, at the time of termination, a written statement setting forth the reason(s) for such termination. Neither the sufficiency of the reason(s) given, nor the decision to terminate shall be subject to review beyond the School Board.

G. Employment at Will: The employment relationship between the School District and any employee covered by this Agreement is intended and shall be construed as "employment at will" pursuant to SDCL 60-4-4.

H. Workday; Prorated Benefits: A Day is defined as eight (8) hours. A year is defined as twelve (12) months. Employees working an eight (8) hour day and twelve (12) months are considered full-time. Employees not working eight (8) hours or twelve (12) months are considered part-time and will receive prorated salary and benefits. Prorated salary and benefits for employees are defined as hours worked comparable and adjusted to an eight (8) hour day, twelve (12) month contract. The term day(s) shall mean days as designated in the adopted school calendar. 11 Month Custodians annual paid workdays as shown on the District Work Assignment form will be 245 exclusive of substitute workdays.

I. Representation: The District acknowledges the right of an employee to request Association participation in any meeting provided for in this "EMPLOYMENT" section, and the employee may also be represented by legal counsel at the Employee's own cost.

J. Negotiations: The negotiations process shall begin no later than April 1, unless the parties otherwise agree, or unless matters beyond the control of the district or the association require a delay.

K. Temporary Work; Adult Seasonal Position: Employees working periods of 9 months or 10 months (i.e.. less than full time) who are requested to work temporary days outside of the normal work assignment period will be paid at the same rate as they are paid during their normal work assignment period. However, if a classified employee working a 9- or 10-month assignment applies for an adult seasonal position, this provision will not apply, and the salary offered for the adult seasonal position will be in effect.

SALARY GUIDELINE

All classified personnel will be issued individual work assignments based upon days worked per year, hours per day, at pay per hour. Pay per hour will be established as per duties assigned, skills involved, education brought into position, additional training acquired (related to the position), and supervisor's recommendation. Employee's work assignments will be designated full-time or part-time for the purposes of personal leave.

The Board of Education may add other classified positions as needed to be placed in the appropriate pay category.

A. Classified new hire personnel starting pay categories.

Category 1 $19.95 per hour
- Adult Seasonal Help
- Building Secretary
- Carpenter
- Custodian – This position is assigned as 11 months.
- Facility Maintenance Person
- Food Service
- Mail Person
- Paraprofessional
- Technology Support
- Tutor

Category 2 $21.68 per hour
- Activity Bus Driver
- Bus Driver
- Bus Mechanic
- Hourly Supervisor (Custodial & Food Service)
- Substitute Bus Driver

Category 3 $22.81 per hour
- Accounts Payable

B. Nonexempt employees may be required to work overtime when determined necessary by his/her supervisor or the Superintendent. Overtime is defined as time that is worked in excess of the standard forty (40) hour workweek, but does not include hours paid, but not worked such as holidays, personal leave, etc.

SALARY FOR CURRENT STAFF

There will be a 3% increase for 2026-2027 school year added to each employee's hourly salary in effect at the end of the 2025-2026 Agreement. As an example, only, if an employee were paid $18.81/hour at the end of the 2025-2026 Agreement, his/her salary would increase by 3% to $19.37.

CHANGE IN EMPLOYMENT STATUS

1. **Voluntary Transfer and Assignment:** In considering requests for transfer or reassignment, the convenience and wishes of the individual will be honored to the extent that they are in the best interest of the district. This will also be the case when less work hours are contemplated and/or requested. If one or more employees have applied for the same position, the employee best qualified as recommended by the administration shall be appointed. If the position is at a lower paying scale than the one currently held, the higher paying scale will prevail, the employee's length of service and annual leave credits will not be affected. Requests for transfer are to be submitted to the supervisor in writing with a copy to the superintendent.

2. **Involuntary Transfer and Assignment:** Each employee shall be assigned a specific position with its attendant job description at the direction of the superintendent and may be transferred to any other position as the superintendent may direct. Transfers may be at initiative of the superintendent or other administrative officer for any purpose which, in the judgment of the superintendent, is for the welfare of the employee of the district. An administrative transfer or reassignment will include a conference between the employee involved and the superintendent and/or work supervisor, to be held as soon as possible either before or after the transfer, where the reason(s) for the transfer would be discussed. The employee will remain on the step currently held on the wage scale commensurate with the job he/she is to be transferred.

3. **Reduction in Force:** In the event it becomes necessary to reduce the number of classified employees in the district, the decision as to which positions shall be eliminated will be made by the administration. Reductions for the classified position shall be done on the basis of qualifications, ability, and performance. In the event of a reduction of classified employees, those employees reduced shall be given preference for other classified jobs if such person is more qualified. All vacancies in job categories shall be made known to all classified employees by posting them in a convenient location to which all classified employees have access. Current employees wishing to apply for other positions within the school district for which they are qualified shall be given preference in hiring over employees not currently in the employment of the district.

4. **Vacancy Posting:** The district will provide Job Vacancy posting for classified positions in the business office and post for five (5) calendar days. The district will post vacancy openings in locations that are readily visible.

GENERAL INFORMATION

INSURANCE

Employees working thirty (30) hours or more are eligible for the following insurance benefits:

A. **Eight Hundred Eighty-Two Dollars** ($**882.00**) for **2026-2027** maximum single health and major medical benefits of Base Plan qualified full-time employees, and the employee will contribute the difference.

B. **One Thousand Five Hundred Nineteen Dollars ($1,519.00)** for **2026-2027** maximum employee + 1 health and major medical benefits of Base Plan qualified full time employees, and the employee will contribute the difference.

C. **One Thousand Three Hundred Seventy-Six Dollars ($1,376.00)** for **2026-2027** maximum employee and dependents health and major medical benefits of Base Plan qualified full time employees, and the employees will contribute the difference.

D. **One Thousand Eight Hundred Niney-Eight Dollars ($1,898.00)** for **2026-2027** maximum of the cost of a family health and major medical insurance Base Plan of qualified full-time employees, and the employee will contribute the difference.

E. Ten Thousand Dollars ($10,000.00) term life insurance with accidental death and dismemberment coverage as long as there is a rider on the group health plan.

F. **Fifty-Eight and 48/100 Dollars ($58.48)** for **2026-2027** maximum single dental insurance to qualified employees.

G. **One Hundred Nine and 12/100 Dollars ($109.12)** for **2026-2027** maximum family dental insurance to qualified employees.

H. The District has set up a vision insurance program for employees with voluntary participation and for which the employee will pay the entire premium.

I. That in the case of full-time married employees, both working full time for the District, one hundred percent (100%) of the family health and major medical insurance premium and family dental insurance premium will be provided to the married employees by the school district.

J. Prescription drug available at $8.00/ prescription generic; $35.00/ prescription preferred brand; $55.00/ prescription non-preferred brand; $55.00/ prescription select non-preferred brand; $85.00/ prescription specialty drugs.

K. The Group Fringe Benefit Option Plan will provide, as long as available, that any qualified employee may elect to change from the option program as provided for herein into the health and major medical insurance provided for under the plan without evidence of acceptability if such employee loses (involuntarily) his/her coverage under another health and major insurance coverage for any of the following reasons:

1. Spouse has medical coverage terminated.
2. Death of spouse; or
3. Divorce or marriage.

PERSONAL LEAVE

A. Subject to the qualifications stated in "C" below, each classified employee will be credited with 8-hour days of personal leave on a monthly basis pro-rated from the following totals: 9-month employees – 13 days; 10-month employee – 15 days; 11-month employees – 16 days; 12-month employees – 22 days. New employees hired after the beginning of the fiscal year shall be granted personal leave on a pro-rata basis for that fiscal year. Personal leave for reasons other than illness can be taken as long as no more than fifteen percent (15%) of the non-certified staff, rounded to the next whole person in anyone building, is gone for personal leave. Personal leave cannot be taken on days when school is not in session unless the employee's work assignment gives the employee professional development or other work assignments on those days or unless the following applies: up to three (3) days of personal leave may be taken during the work assignment term on days when school is scheduled to be in session but is not in session due to weather or other conditions causing cancellation of the school session.
The district will grant two (2) additional days of paid leave for hourly employees, not on a 12 month work agreement, who do not report to their work assignment on days of inclement weather or other conditions causing cancellation, after they have used their three days of personal leave to cover when school is scheduled to be in session, but is not in session due to weather or other conditions causing cancellation of the school session.
Employees will be allowed, at their discretion, to use up to four (4) of their personal leave days over any holiday break. If staff members elect to use personal leave over break and then run out of workdays in their work agreement, it will be understood that they will work the needed days to get to the end of the school year.

Employees will be granted two (2) days paid funeral leave for immediate family members, including parents, stepparent, siblings, step siblings, spouse, children and grandchildren.

B. Employees may elect to bank up to five (5) days of personal leave to be used in the following year or years, but no more than a total of five (5) days shall be banked at any one time. Compensation for accrued, but unused, personal leave (except up to five (5) banked personal days) shall be paid at the rate of One Hundred Percent (100%) of the employee's normal compensation rate for currently employed employees as of the first paycheck in June for part-time employees, and the first paycheck in July for full-time employees, or in the event of death or permanent disability of an employee, or if the employee is given Notice of Intent Not to Reemploy by the District under EMPLOYMENT, Section B. In the event of resignation, an employee shall receive compensation for accrued, but unused personal leave as provided herein (including unused banked days), provided such employee gives thirty days written notice of the time of their resignation as provided in EMPLOYMENT. No compensation is payable if the employee's employment is terminated by the District during the work year. Compensation under this provision shall only be payable to employees with at least five years of continuous employment by the District. Summer

breaks for nine (9) month and ten (10) month and eleven (11) month employees will not interrupt continuity of employment for purposes of this provision.

C. Full benefits provided in this Article are intended for full-time personnel employed on a 40 hour per week and 12 month per year basis. Part-time employees who are employed an average of at least 20 hours per week shall be eligible for partial benefits proportional to the number of hours worked and days employed. Part-time employees employed less than an average of 20 hours per week, or who hold positions of a temporary or seasonal character for a period not in excess of 67 days in any calendar year and emergency employees shall not be eligible for any benefits pursuant to this Article.

D. No reason need be given for personal leave.

LONGEVITY BENEFIT

The following benefit is available only to classified personnel hired by the District for a position covered by this Agreement up to and including the 2015-16 school year, but not any employee hired thereafter. Classified personnel will be granted a longevity benefit upon termination of employment with the District. After ten years of continuous employment, employees will receive a benefit payment of $2,200.00 with $135.00 each consecutive year after the ten years up to the maximum payment of $2,550.00 after the twentieth year through 2015-2016. No employee will receive more than $2,550.00 in longevity benefit regardless of the number of years worked. The benefit shall be deposited into a South Dakota Retirement System Special Pay Plan account at the time of the last pay period if the employee qualifies. However, an employee not qualifying for the Special Pay Plan may instead elect to have the benefit paid to another retirement account approved by the District for payroll tax compliance purposes if qualified to accept the benefit (examples may include the S.D.R.S. Supplemental Retirement Plan or the District's 403(b) Plan), or to take the cash benefit subject to required payroll withholdings in his/her last paycheck, by giving written notice of this election to the Business Office by not later than April 15th of the year in which resignation shall occur. The employee is responsible for his or her personal tax issues resulting from this election.

RETENTION INCENTIVE

In an effort to retain all staff, the District shall provide a retention incentive. Each classified staff member who completes five (5) years of service will receive a $500 cash bonus, at the end of ten (10) years of service, they will receive $1,000, at fifteen (15) years of service, they will receive $1,500 and for twenty (20) years of service, they will receive $2,000. For each completed five (5) year increment beyond 20 years of service, the staff member will receive $2,000. For example, if a teacher completes 25 years of service, they will receive the $2,000. Payment of the retention incentives will commence in the 2024-20 25 school year and the first payment will be provided as soon as that staff member completes the next corresponding five (5) year increment of service.

MATERNITY/PATERNITY LEAVE

The District shall grant requests for maternity/paternity leave without pay. However, a classified person requesting maternity or paternity leave may use annual and accumulated personal leave during such leave. The district shall grant maternity or paternity leave and will allow the employee to use up to 20 days of the sick bank as long as the individual is a member of the sick bank, and only after all other leave is exhausted. The beginning and termination dates of such leave shall be determined by the District based upon information submitted by the classified person, the classified person's doctor, and the District. The District may at its option and sole cost require the classified person to submit to an examination by another doctor.

In the event of the adoption of a child, a classified person shall be granted leave commensurate with reasonable need as determined by the classified person, building principal, adoption agency and superintendent.

SICK LEAVE BANK

There is hereby created a Sick Leave Bank. An employee wishing to become a member in, or continue as a member in, the Sick Leave Bank must enroll before the start of every school year or upon being hired; if hired after the school year begins. A participating member must contribute sixteen (16) hours (prorated) to the Sick Leave Bank the year after the Sick Leave Bank's balance is less than three thousand (3000) days or twenty-four thousand (24,000) hours. A new member will be on a three (3) consecutive year probationary period. During the probationary period, the member may use no more than one hundred sixty (160) hours from the Sick Bank annually. No Sick Bank days can be used until all Personal Leave has been used and a physician has submitted a certificate verifying a participating employee member illness or the illness of a participating employee member's immediate family member (as defined below) that requires either the employee's care of an immediate family member or requires other direct employee involvement to assist an immediate family member. The immediate family should include spouse, children or parents and relationships to the second degree of an employee or spouse. It shall also include any other person who is a regular member of the employee's immediate household and who is dependent for support in whole, on such employee. All Sick Bank requests will be submitted to a Sick Bank Committee made up of one representative from each of the following: L-DEA, L-DCEA, a confidential employee, and an administrator, which will convene as needed to approve or deny all Sick Bank requests. After the three (3) years of probation a maximum of nine hundred sixty (960) hours may be used in any one school year from the Sick Leave Bank. In no event shall total Personal hours and Sick Leave Bank hours used by a member exceed two thousand eighty (2,080) hours in any one school year. An employee who has used nine hundred sixty (960) hours of Sick Leave Bank in one school year will only be eligible for sixty (60) Sick Leave Bank hours in each of the two (2) succeeding years. The third (3rd) year after using all Personal Leave the employee will again be eligible for nine hundred sixty (960) Sick Leave Bank hours. A member who has used over 40 hours of Sick Leave Bank hours will be required to contribute annually sixteen (16) hours of their Annual Personal Leave hours to repay the bank hours used for a maximum of 40 hours. If the Association desires a report on the status of sick leave bank hours, the Association President shall inquire of the business office as to the number of days remaining in the sick leave bank at the end of a school year. This will be a summary report only and shall not include any individualized confidential medical information.

HOLIDAYS

The following days are granted, without payroll deduction, for classified employees when the holiday falls within the beginning and ending dates of their contracts. The days marked with the asterisk (*) are granted only when included in the official academic calendar.

Independence Day	1 day
Labor Day*	1 day
Thanksgiving Day	1 day
Day after Thanksgiving*	1 day
Christmas Eve Day	1 day
Christmas Day	1 day
New Year's Eve	1 day
New Year's Day	1 day
Good Friday*	1 day
Easter Monday*	1 day
Spring Break*	1 day
Memorial Day	1 day
President's Day*	1 day
Native American Day*	1 day
Martin Luther King Day*	1 day

*If it is part of the official calendar.

1. If July 4, December 25 and January 1 fall on a Saturday, Friday will be observed as a holiday. If July 4, December 25 and January 1 fall on a Sunday, Monday will be observed as a holiday.

2. If school is in session on any of the above holidays, a floating holiday, with the supervisor's approval, will be substituted for such day.

LONG TERM LEAVE

A long-term leave of absence may be granted by the School Board. Such long-term leave shall be without pay and without any of the benefits given, employees except that group health insurance benefits provided by the district may be extended to the employee on leave, if the District's provider allows for that provision, with the employee paying the total cost thereof. It shall be the responsibility of the employee on leave to notify the superintendent by the May board meeting during the term of the leave that he or she desires to return. If an employee fails to notify the superintendent by the May board meeting, it shall be deemed a voluntary quit by such employee.

Upon completion of the long-term leave of absence, the employee shall be returned to the position to which he or she was assigned prior to such leave or to a position he/she is qualified to work—equivalent to that held prior to such leave. An interim employee would need to be hired to fill the position for the period granted for the Long-Term Leave. All contract rights shall be reinstated when the person accepts a position for which he or she is qualified.

An employee, in order to qualify for Long Term Leave, must have been a full-time employee with the Lead-Deadwood School District for six (6) consecutive years. Upon return from long-term leave, the classified employee will have benefits reinstated.

FACILITIES

Classified personnel may use available school facilities as long as student activity and use always takes priority. The use of these facilities must coincide with an agenda of time as determined and approved by the building principal or supervisor.

JURY AND WITNESS DUTY

A classified employee who is called to serve on jury duty or who is subpoenaed as a witness in a trial when such classified person is not a party in such trial will be granted such time and be reimbursed under the following conditions:

A. Full pay will be given to the classified person with all reimbursements received from such duty to be returned to the district.
B. Reimbursement for mileage, room and other expenses will not be deducted from the classified person's pay, up to the amount of a regular days pay.
C. Classified persons will report for work when not actually serving as a juror or witness, or when jury service permits them, or witness service will permit them, to work at least half of their normal workday.
D. For employees who qualify, jury time will not be counted toward weekly overtime.

VOLUNTEER FIRE DEPARTMENTS AND CIVIL DEFENSE

Personnel of the Lead-Deadwood School District who are a volunteer firefighter and are on the job at the time of a fire, will receive their regular wages in addition to the fees paid them by the City of Lead or Deadwood while fighting fire, provided it is in accord with SDCL 3-8-4.

EXTRA TIME

In any case that requires extra time, the employee must seek approval from the building principal/supervisor and maintain a complete and accurate record of the extra time. Employees called out to work exceeding normal work hours will be compensated in accordance with State and Federal laws. Building secretaries will receive a minimum of one hour of pay for each day, that they are notified to find a substitute during non-work hours. Regardless of the number of substitutes needed on a given day, if the total time spent does not exceed one hour, the secretary will be compensated for one hour of pay. If the calling of substitutes requires more than one hour of work on any said day, the secretary will be compensated for actual time spent.

COFFEE BREAKS

A coffee break will be taken in one of the respective local school buildings, generally the one of each employee's respective work. Any exceptions to this rule should be approved by the building principal and grounds-maintenance/work supervisor. Exceptions should be infrequent.

Coffee Break Schedule

Employee works over four (4) hours . . .
One (1) fifteen (15) minute coffee break

Employee works seven (7) hours or more . . .
Two (2) fifteen (15) minute coffee breaks

SUBSTITUTE BUS DRIVERS

The district will pay for two (2) bus driver's licenses for the electrical, plumbing, heating position and the assistant plumbing, heating high school custodian as required in their job description with the understanding that when there is an emergency they will drive.

STATE AND FEDERAL LAWS

Any provision contained in this Agreement presently or during the life of the Agreement that violates State or Federal Laws, will be changed to comply immediately upon verification.

GRIEVANCE PROCEDURE

1. Grievance Definition: The word "grievance" as used in this Agreement shall mean a complaint by an employee, a group of employees, or the Association, based upon an alleged violation, misinterpretation, or inequitable application of any existing agreement, contracts, policies, or rules of the School District as they apply to the conditions of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, ordinance, policy, or rule is not a "grievance" and is not subject to this section.

2. Informal: An employee with a grievance shall first discuss it with their immediate supervisor with the objective of resolving the matter informally. Such informal discussion shall occur within 30 days after the employee has or, through the use of reasonable diligence, should have had knowledge of the occurrence which gave rise to the grievance.

3. Formal:

A. Immediate Supervisor: If the grievance remains unresolved at the informal level, the employee may first file the grievance with the immediate supervisor in writing within thirty (30) days after the employee has or, through the use of reasonable diligence, should have had knowledge of the occurrence which gave rise to the grievance. The immediate supervisor shall hold a meeting with the grievant within seven (7) days of receipt of the grievance and respond in writing to the grievant and the Association within seven (7) days of that meeting.

B. Superintendent of School: If the grievance is not resolved by the immediate supervisor, the employee may refer the grievance to the Superintendent or the Superintendent's official designee within seven (7) days of receipt of the immediate supervisor's written disposition of the grievance. The Superintendent shall arrange with the employee for a meeting to take place within seven (7) days after referral of the grievance. Within seven (7) days of the meeting, the employee shall be provided with the Superintendent's written response including the reasons for the decision.

C. School Board: Within seven (7) days after receipt of the above disposition, the employee may, if the grievance remains unresolved, appeal to the School Board. The School Board shall hold a formal hearing at one of the next two regularly scheduled meeting or special meetings and serve a written disposition of the matter on the employee within seven (7) days after the hearing.

D. Division of Labor and Management Relations: An employee may, if the grievance remains unresolved after the School Board hearing, appeal in writing on forms prescribed by the South Dakota Division of Labor and Management and thereafter the Division shall conduct a formal hearing and issue a binding order covering the points raised.

4. Class Grievance: Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association as provided in Section 3 of this Article.

5. Association Participation - Employee Represented: The School Board acknowledges the right of the grievant to request Association participation in the processing of a grievance. The Association acknowledges the right of the grievant to refrain from having Association participation in the processing of the grievance.

6. Association Participation - Employee Not Represented: When an employee is not represented by the Association, the Association reserves the right to have its representative present to state its views at any stage of the grievance procedure and shall receive copies of the decision.

7. No Reprisals Clause: No reprisals shall be taken by the School Board or the administration against any employee because of the employee's participation in a grievance.

8. Released Time: Should the Association investigation of any grievance require that an employee or an Association representative be released from their regular assignment, the employee or Association representative shall be released with the Association paying the cost of the substitute for such employees. To the extent possible, hearings will be held during non-working hours.

9. Filing of Materials: All records of a grievance shall be filed separately from the personnel files of the employees.

10. Grievance Withdrawal: A grievance may be withdrawn at any level without establishing precedent.

11. Days Defined: "Days" as used in this Article shall mean working days.

12. Failure to Respond: Failure of an employee to comply with any time limitation shall constitute a withdrawal of the grievance. Failure of the School District to comply with any time limitation shall move the grievance to the next level of consideration.

MISCELLANEOUS

1. DISTRICT'S 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.

2. POLITICAL ACTION

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 Association, and so long as the same respects the Districts interest, as a public employer, to achieve its goals as effectively and efficiently as possible.

3. ASSOCIATION RIGHTS

With prior notification, the Association and its representatives shall have the right to use District facilities at reasonable times when there is no disruption of normal activities for the purposes of conducting Association business.

4. NOTICES

The Association and its representatives shall have the right to post notices of activities and matters of Association concern on a designated bulletin board at reasonably accessible places at each worksite. The responsible supervisor at the site, or his or her designee, shall be given a copy of all materials to be posted prior to actual posting. Documents posted may not include any defamatory material or advocate insubordinate acts.

5. INFORMATION DISTRIBUTION

The Association shall have the right to utilize the District's mail system to communicate to members of the bargaining unit on matters authorized by a responsible Association representative as evidenced by the Association logo. The Superintendent or his or her designee shall be given a copy of matters communicated through the District's internal mail system prior to distribution. Documents communicated through the District's internal mail system may not include defamatory material or advocate insubordinate acts.

6. JOB DESCRIPTIONS

Job descriptions are provided to employees under Section 7.1 of Policy 7 in the District Personnel Policy and Procedures Manual. The School Board will confer with the Association prior to altering or amending Section 7.1of the policy, but the final decision on changes to Policy 7 shall be in the School Board's sole discretion.

7. OUTSIDE EMPLOYMENT

An employee may secure outside employment beyond his/ her normal workday, providing such employment does not interfere with the employee's performance in his/her position with the District. However, the employee shall not violate Sections 3.5 and 3.6 of Policy 3 of the District Personnel Policy and Procedures Manual. The School Board will confer with the Association prior to altering or amending Sections 3.5 and 3.6 of the policy, but the final decision on changes to Policy 3 shall be in the School Board=s sole discretion.

8. PERSONNEL RECORDS

Employee personnel records shall be maintained in accordance with Policy 6 of the District Personnel Policy and Procedures Manual. The School Board will confer with the Association prior to altering or amending Policy 6, but the final decision on changes to Policy 6 shall be in the School Board's sole discretion.

9. USE OF DISTRICT PROPERTY

Employees may use District property, supplies, materials, and work time only as necessary to complete their assigned work.

10. DURATION

This agreement will be effective July 1, 2026 and terminate June 30, 2027 notwithstanding the date of execution and all terms and provisions except as otherwise provided for herein shall remain in force and effect and not the proper items for subjects of renegotiation during the term of this agreement except as provided for herein.

IN WITNESS WHEREOF, the parties have hereunto set their signatures the day and date first above written.

LEAD-DEADWOOD SCHOOL DISTRICT NO. 40-1

By: _____ Date: _____
School Board President
ATTEST

By: _____ Date: _____
Business Manager

Lead-Deadwood Educational Support Personnel Association
LEAD-DEADWOOD SCHOOL DISTRICT NO. 40-1

_____ Date: _____
L-DESP Association President

_____ Date: _____
Representative/Negotiator