

2021-2022 through 2023-2024

**Master
Agreement**

Education Minnesota: Crookston
Instructional Assistants

and

Independent School District No. 593
Crookston, Minnesota

Approved by the School Board on November 22, 2021

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I. PURPOSE & RECOGNITION

Section 1, Parties: This agreement is entered into between Independent School District No. 593, Crookston, Minnesota, hereinafter referred to as the District or the School District, and Education Minnesota: Crookston Instructional Assistants, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for Instructional Assistants.

Section 2, Recognition: In accordance with PELRA, the School District recognizes Education Minnesota: Crookston Instructional Assistants as the exclusive representative for Instructional Assistants employed by the School District. Which exclusive representative shall have those right and duties as prescribed by PELRA and as described in the provisions of this Agreement.

For the purposes of this agreement, the term "Instructional Assistants" shall mean all Instructional Assistants employed by the School District who are public employees within the meaning of Minn. Stat.179A.03, Subd 14.

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 District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the District's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. School District or District: For the purposes of administering this Agreement, the word/term, "District/School District," or the term "District," shall mean the School Board or its designated representatives.

Section 3. Other Terms: Terms not defined in the agreement shall have those meanings as defined by the P.E.L.R.A.

III. SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The District retains the full and unrestricted right to operate and direct the affairs of the District in all its various aspects including, but not limited

to: determine the number of personnel by which such operations and services are to be conducted; select personnel; direction of the working forces; to plan, direct and control all the operations and services of the District; to determine the methods, means, and operation of the organization; to determine the organization's functions and programs; to determine and set its overall budget and organizational structure; to assign overtime; to determine whether goods or services should be made or purchased; to hire or promote employees; to relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; to determine the utilization of technology and to change or eliminate existing methods, equipment or facilities and to perform any inherent managerial function and to perform such other inherent managerial functions as set forth in the Minnesota Public Employment Labor Relations Act of 1971, as amended, not specifically limited by this Agreement.

Section 2. Effect of Laws, Rules, and Regulations: The Exclusive Representative recognizes the right, obligation, and duty of the School District and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all employees covered by this Agreement and all provisions of this Agreement are subject to the laws of the State. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or order shall be null and void and without force and effect.

IV. EMPLOYEE RIGHTS

Section 1. Rights to Views: Nothing contained in this agreement shall be construed to limit, impair, or affect the right of any employee or their 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 nor circumvent the rights of the Exclusive Representative.

Section 2. Maintenance of Membership: Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the union in equal installments beginning no earlier than October 1 of any school year.

Section 3. Access to Membership Lists: By October 1 of each school year, the District shall, upon request, provide in electronic form to the exclusive representative the names, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a quarterly basis or on request, the District shall provide the exclusive representative with a current bargaining unit list.

Section 4. Personnel Files: An employee shall have the right to submit for inclusion in the file written information in response to any material contained therein. This response should be submitted in a timely fashion. The District shall notify an employee if material of a disciplinary nature is placed in the personnel file.

Section 5. Union Business:

Subd. 1.

The District will grant up to five (5) days per year, without pay and without discrimination, to employee(s) designated by the exclusive representative to attend a labor convention or other official meetings of the organization.

Subd. 2.

No reduction in pay: A deduction shall not be made from pay of a building representative when directly involved in meetings with management relating to the administration of this agreement during working hours.

Subd. 3.

Use of facilities: Duly authorized representatives of the exclusive representative may make arrangements to use District Property to transact union business when such facilities are available and not otherwise needed for School District purposes without charge. Using School District facilities for large regional gatherings of Union members from outside the district will be subject to the same terms as members of the public.

Section 6. Distribution of Contracts: Contracts are available upon request. New hires will receive a copy of this agreement upon employment. Electronic versions will be available.

Section 7. 403(b) Plan: All employees will be allowed to contribute to a 403(b) plan, with the District matching up to \$360 per year for employees who work a minimum of 25 hours per week. The employee would be eligible for this match at the beginning of the employee's fifth year of employment with the School District. To implement this employer's match, the employee must complete the 403(b) Salary Reduction Agreement and submit to the District Office. Once the 403(b) matching plan is implemented, the plan will continue each successive year until changed by the employee.

V. EMPLOYMENT PROCEDURES

Section 1. Duties and Responsibilities: The duties and responsibilities will be those duties set forth in the job description of the employee and will be assigned by the Building Principal or designee.

Section 2. Work Year: The work days shall be determined by the School Board.

Section 3. Hours of Employment:

Subd. 1. Hours of employment shall be based on the needs of the student(s) served and shall be assigned on an individual basis by the Building Principal or designee.

Subd.2. Employees who are requested to participate in student meetings, extended day field trips, or other pre-approved activities outside their normal working hours shall be compensated for that time at their normal rate of pay with administrative approval. Any overnight requirements of such activities will be subject to a specific Memorandum of Understanding developed for that event.

Section 4. Lunch: Each employee scheduled to work six (6) or more hours per day shall be provided thirty (30) minutes of unpaid duty-free lunch break each day.

Section 5. Breaks: Employees shall receive a paid fifteen (15) minute rest period during each one-half workday. Breaks shall not be combined, and shall not be used to leave work early unless directed to do so by administration. Breaks not taken shall not be compensated unless the loss of the break is a result of an administrative directive.

VI. SALARY SCHEDULE AND STEP PLACEMENT

Section 1. Salary Schedule: The salary schedule for the 2021-22, 2022-23 and 2023-24 school years are labeled Appendix A, attached hereto, and shall be considered to be a part of this Agreement.

Section 2. Step Placement: The initial step placement for a beginning employee on the salary schedule will be determined by the School District.

Section 3. Step Movement: Advancement on the salary schedule shall occur annually on July 1st following completion of the at least 6 months of service.

Section 4. Additional Cash Compensation: The School District shall pay employees an additional hourly cash compensation payment. This additional payment will go into effect once the employee completes the twelfth (12th) year of employment and will be adjusted accordingly July 1st of each year. The cash compensation payment will be made according to the following schedule:

13-24 Years of Experience: \$0.30/hour

25+ Years of Experience: An additional \$0.30/hour for a total of \$0.60/hour

Section 5. Supervisory Roles: Any employee assigned to a coordinator role, in which the coordinator is supervising personnel and performing coordinator duties, will be paid an additional \$2.00/hour and be compensated for all hours worked in that role. A maximum of 30 minutes per day will be allowed for preparation time.

VII. PAID HOLIDAYS

There shall be eight (8) paid holidays for employees covered by this agreement:

Labor Day

Thanksgiving (Thursday and Friday)

Christmas Eve

Christmas Day

New Year's Day

President's Day (unless school is in session)

Memorial Day

Exceptions: Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Exceptions can be made by mutual agreement.

VIII. EMERGENCY CLOSING

It is understood between the parties that if the School District calls off school for a storm or other emergency, the Instructional Assistants shall be paid full pay for the day. This shall be limited to no more than five (5) days maximum per school year.

In the event that the Instructional Assistant has reported to work and thereafter school is closed due to a storm or other emergency, the Instructional Assistant shall receive full pay for that day. In the event that the start of school has been delayed due to storm or other

emergency, the Instructional Assistant shall receive full pay for that day. When said school closing has been called by the School District, the Instructional Assistant shall be permitted to leave their place of employment at such time as all school buses carrying children have departed.

IX. PROBATIONARY PERIOD

Section 1. All newly hired employees shall serve a one (1) year probationary period.

Section 2. At any time during the probationary period, a newly hired employee may be terminated or transferred at the sole discretion of the School District.

Section 3. All leave benefits listed herein shall accrue to the employee during the probationary period.

Section 4. No employee will be disciplined without just cause.

X. LEAVE

Section 1. Sick Leave: As of September 1, 2013, an employee shall earn .0858 hours of sick leave for each hour worked (up to a maximum of 120 hours earned per year—this equates to 15 eight hour days per school year.) Sick leave may accrue as follows:

Subd. 1. Instructional Assistants can accrue up to 1274 hours of sick leave.

Subd 2. If an employee has accrued the maximum number of sick days, any usage during a given school year will first be deducted from the newly applied yearly amount(s) before days in the accrued amount from previous years are used.

Subd. 3. Immediate Family: For the purposes of sick leave usage, immediate family is defined as the employee's spouse, children (of any age), parents, step-parents, brother, sister, mother-in-law, father-in-law, grandchild or grandparent.

Subd 4. Employees may use their accrued sick leave for the following:

- a. Illness or medical appointment of employee or a member of his/her immediate family. In the case of family members, sick leave shall be limited to the period when the employee's presence is necessary for the family member's care.

b. An employee may use sick leave for his/herself or his/her immediate family as safety leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in M.S. 181.9413.

c. The use of sick leave for immediate family members under either (a) or (b) shall not exceed 160 hours in a twelve-month period.

d. Temporary physical disability of the employee causing absence from work.

The employer may require a doctor's certificate when an employee has been absent for three or more consecutive days.

Subd. 5. Granting of leave for exceptional cases will be determined by the Superintendent of Schools. His/her decision shall be binding.

Subd 6. All sick leave days used shall be reported to the School District administration office for accounting purposes.

Employees who are absent due to illness must inform the District prior to their normal start time unless extraordinary circumstances exist preventing the employee from doing so, in which event the employee must provide notice as soon as possible. The District may require documentation of the circumstances preventing notification prior to the regular start time.

Section 2. Medical Leave Sharing Plan: Employees will have access to the District wide Medical Leave sharing Plan as long as the plan exists. Participation in the plan will be according to policy.

Section 3. Funeral Leave: An employee will be allowed up to five (5) paid days for absence due to the death of a member of the employee's immediate family. Such absence to be deducted from sick leave. Additional days may be granted at the Superintendent's discretion.

Section 4. Reinstatement after Leave: Any Instructional Assistant returning from a leave that was approved by the School District shall be entitled to return to employment as an Instructional Assistant. An Instructional Assistant returning from an unpaid leave of absence of twelve months or less shall be returned at the same step on the salary schedule that they were on at the time the leave of absence commenced, including any adjustments that would have been made to the salary schedule and/or credit for time served.

Section 5. Family/Child Adoption/Legal Guardianship Leave:

Subd.1. Family Leave: Leave shall be granted for the purpose of child adoption or assuming legal guardianship based on the requirements of the adoption process not to exceed 30 days. The district may request verification. Leave days granted under this Section will be deducted from the employee's accumulated sick leave. The District may grant a family leave, without pay, to any employee who requests such a leave for the purpose of providing parental care to his/her natural born or adopted children.

Subd.2. Medical Statement: If the reason for the family leave is occasioned by pregnancy, the human resources office may require a statement from the employee's physician for use in determining the expected date of delivery. Any pregnant employee shall be eligible for sick leave when the pregnancy causes incapacity or inability to work.

Subd. 3. Duration: In making a determination concerning the commencement and duration of a family leave, the School District shall not in any event be required to:

- a. Grant any leave more than twelve (12) months in duration.
- b. Permit the employee to return to his or her employment prior to the date designated in the request for family leave.

Subd 4. Reinstatement: Any Instructional Assistant returning from a leave that was approved by the School District shall be eligible to return to employment as to employment as an Instructional Assistant. An Instructional Assistant returning from an unpaid leave of absence of twelve months or less shall be returned at the same step on the salary schedule that they were on at the time the leave of absence commenced, including any adjustments that would have been made to the salary schedule and/or credit for time served.

Subd 5. Failure to Return: Failure of the employee to return pursuant to the date determined under this section may constitute grounds for termination unless the School District and the employee mutually agree to an extension of the leave.

Subd. 6. Use of Leave: Leave under this section shall be without pay or fringe benefits unless otherwise specified by law. If an employee who has requested and been granted leave because of incapacity do to pregnancy delivers prior to the scheduled beginning date of family leave, the employee shall be eligible for sick leave in accordance with the provisions of Section 1 of this Article until the recovery from her disability or incapacity. An employee is not, however, eligible for sick leave benefits after recovery from her disability or incapacity.

Subd. 7. Family Medical Leave Act (FMLA): The FMLA 29 U.S.C. 1201 et. Seq. (FMLA) will apply to all eligible employees.

Subd. 8. Insurance Application: An employee on family leave is eligible to participate in group insurance programs according to state and federal laws. The District will continue to make contributions toward the cost of health and hospitalization insurance according to Article XII for up to twelve (12) weeks of family leave in accordance with the FMLA (if eligible). Thereafter, the employee shall pay the entire premium for health and hospitalization insurance. An employee shall pay the entire premium for such insurance programs as the employee wishes to retain, commencing with the beginning of the family leave.

Section 6. Personal Leave:

Subd. 1. An Instructional Assistant will be allowed up to two (2) days paid leave for personal business or other emergencies in each contract year. A request for leave shall be made to the immediate supervisor no later than three (3) days prior to the requested leave except in cases of emergency. Personal leave shall be non-accumulative. No more than two (2) Instructional Assistants per building shall be eligible for personal leave at any given date without prior approval from the Building Principal.

Subd. 2. An Instructional Assistant who does not use any or all of their paid personal leave days allocated each school year shall be paid for the days unused at the normal daily rate. This payment will be made with the last regular payroll of the school year.

Section 7. Long-term Leave: An employee who has at least three (3) years of Full-time employment in the unit may, upon written request, be granted a leave of absence without pay not to exceed one (1) year with the approval of the District and notification to the exclusive representative. Failure to comply with these provisions shall result in the complete loss of seniority rights of the employee involved.

Section 8. Jury Duty: Leave will be granted to employees who are asked to serve on jury duty. No deductions in salary will be made, but individual employees are required to reimburse the School District the salary received from the court for their jury duty service. Travel expenses received in connection with jury duty shall remain with the employee.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Credit: If the employee returns to work after an approved leave of absence within six (6) months to either his/her original job or to a position of like status and pay, he/she will be given credit for the seniority accrued up to the time of leaving and the seniority he/she would have accrued had he/she been available for work during the period of his/her absence.

Section 12. Eligibility: Full leave and benefits provided in this article shall apply only to full-time employees who work at least thirty (30) hours a week on a regular basis and shall not apply to

substitute or temporary employees. Part-time employees, who are members of the bargaining unit as defined by PELRA, receive pro-rata benefits.

Section 13. Other Leave: All other requests for leave, such as unpaid leave, must be made to the Building Principal or Superintendent no later than three (3) days prior to the requested leave except in the cases of an emergency. Requests must be submitted in writing (electronic communication is acceptable) and approved by the Building Principal or Superintendent. Final approval of leave will be granted by the Superintendent.

XI. WORKSHOPS

Attendance at workshops recommended by the supervisor and pre-approved by the Superintendent shall be paid by the School District according to School District policy provided the employee attends the training. If approved workshops take place during regular scheduled work hours, including early out Wednesdays and fall workshops, the employee shall receive full wages for the hours that the employee would have been regularly scheduled to work.

XII. GROUP INSURANCE

Section 1. Health Insurance: Effective 07/01/2019 for any employee covered by this contract, the School District will contribute \$1,000 per month toward a single health insurance plan offered by the District. The District will also contribute \$1,300 per month towards a family health insurance plan offered by the District. These contribution levels will be prorated based on an eight-hour work day and will be paid only during the time in which school is in session. The employee will be responsible for paying the entire premium during the time in which school is not in session. If the Health Savings Account (HSA) plan is selected and the District monthly contribution exceeds the health insurance premium, the difference will be contributed to the employee's HSA account or VEBA account.

Section 2. HSA: A Health Savings Account (HSA) plan will be available to employees. This HSA will be the minimum deductible for HSA compliant high-deductible health plans (HDHP) consistent with IRS requirements. Effective July 1, 2019, if a Health Savings Account (HSA) is selected, any difference between the actual premium amount and the amount the District has allowed to pay toward the insurance will be paid into the HSA/VEBA account if it is over the allowed amount.

Section 3. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 4. Opportunity to Upgrade Policy Level: An employee will have the option to choose any of the health insurance plans offered by the district for which they are eligible and to pay the additional cost of those premiums during the open enrollment period and at other times allowed by the insurance provider.

Section 5. Claims Against the School District: 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.

To be eligible for this provision an employee must be regularly scheduled to work a minimum of thirty (30) hours per week and such coverage shall not be accessed if it creates duplicate insurance coverage for any employee.

Section 6. Life Insurance: Effective July 1, 2005, a \$20,000 life insurance policy, including accidental death and dismemberment, will be provided for each employee working at least thirty (30) hours per week. The premium for this policy will be wholly paid by the district.

XIII. PHYSICAL ITEM REIMBURSEMENT

The School District agrees to repair and/or replace damaged apparel, glasses and other necessary items that occur as a result of performance of duties in working directly with students. The building principal will voucher the School District with such request at his/her discretion. The principal's decision may not be grieved or appealed to the School District.

XIV. SEVERANCE PAY

Instructional Assistants who have completed at least fifteen (15) years of continuous, full time service to the School District shall be eligible to receive a severance payment pursuant to thirty-five percent (35%) of the Instructional Assistant's unused accrued sick leave upon termination of employment in good standing with the School District. The Instructional Assistant will have this payment placed in their Minnesota State Retirement System (MSRS) Post-Retirement Health Care Savings Plan (PRHCSP) upon their retirement.

In cases when the employee was laid off due to reductions in force in this or another unit, the years of service will be counted towards continuous service for the purposes of this section. In addition, if the employee's hours were reduced their service will be considered continuous.

XV. REDUCTION IN FORCE & TRANSFERS

Section 1. General Statement: The parties recognize the principle of seniority in the application of this agreement concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee shall retain seniority and the right to recall for a period of twelve (12) months after the date of layoff.

Section 2. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this agreement. When two or more employees have the same seniority date, their position on the seniority list shall be determined by, in the order listed, the following:

- A. Hire date according to Board Minutes.
- B. Years of service to the District (as a regular employee and/or long-term sub of more than thirty (30) days.)
- C. Lowest PERA Number

Section 3. Layoff: The word "layoff" shall mean a reduction in the working force. If it becomes necessary for layoff, the following procedure will be mandatory: The employee with the least seniority shall be laid off first.

Section 4. Notice: Employees will be recalled according to seniority in the reverse order of layoffs. Notice of recall shall be sent to employees at their last known address by Registered Mail, Certified Mail or E-mail. If the employee fails to report for work within ten (10) days from the date of mailing of the Notice of Recall, he/she shall be considered as having resigned. Employees shall be responsible for providing the District with a current e-mail address and home address.

Section 5. Reinstatement Wage: An employee recalled or reinstated shall be placed on the salary schedule in effect at the time of recall at the same step held at the time of layoff.

Section 6. Reinstatement Hours: If an employee is recalled to a position of less hours than held at the time of layoff, the employee retains rights to the remaining hours of the original position for the term of the recall period.

Section 7. Posting Open Positions: Open positions within the District will be posted on bulletin boards within the school and in the District office.

XVI. GRIEVANCE PROCEDURE

SECTION 1: Definitions:

SUBD. 1. Grievance: A grievance shall mean an allegation, in writing, by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Group of Employees: One (1) or more employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group. Such grievance must be in writing and signed by the all grievants in the group.

Subd 3. Exclusive Representative Grievance: The exclusive representative may file a grievance if a complaint involving the one (1) or more employees arises out of the same transaction or occurrence and the facts and claim are common to the employees in the group. In order to pursue such a grievance, the exclusive representative must provide the Superintendent with the names of the affected employees no later than the third level of the grievance procedure. The exclusive representative grievance may proceed only as to the employees identified in the appeal to arbitration. The exclusive representative may also file a grievance if the allegation involves a specific right of the exclusive representative as provided in this agreement.

SECTION 2: Representative: The grievant(s), administrator(s), or School District may be represented during any step of the procedure by any person or agent designated by such party to act in that party's behalf.

SECTION 3: Definitions and Interpretations:

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

Subd. 2. Days: Any 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 in this article, 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 required by this agreement shall be timely if it is personally served or if it bears a 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 to the School District's designee in writing, signed by the grievant(s), setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that 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 resolve an alleged grievance informally between the grievant(s) and the School District's designee, but such effort shall not alter the timelines set forth herein.

SECTION 5: Resolution of Grievance: The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, or his/her designee, shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her 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 (5) days after the 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 (20) days after receipt of the appeal. Within twenty (20) 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 School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

SECTION 6: Denial of Grievance: Failure by School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

SECTION 7: Arbitration Procedures: In the event that the grievant(s) and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this article:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party(ies), and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the above.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of the said request. Within ten (10) days after the receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator from the commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered in a timely fashion after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party’s representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the such transcript shall pay for such copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her 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.

XVII. DURATION

SECTION 1. Term and Reopening Negotiations: This Agreement shall be in full force and effect from July 1, 2021, through June 30, 2024, and shall continue in full force and effect from year to year thereafter unless either party gives notice in writing no sooner than ninety (90) days prior to the expiration of its desire to renegotiate a successor Agreement.

SECTION 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in 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: In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement; it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

FOR THE EXCLUSIVE REPRESENTATIVE

Karla Wahlin
Employee
Yamara Helen Wacker
Employee
11-18-21
Date

FOR THE SCHOOL BOARD

[Signature]
Chairman
[Signature]
Treasurer
11-22-2021
Date

APPENDIX A

CROOKSTON PUBLIC SCHOOLS

SALARY SCHEDULE – INSTRUCTIONAL ASSISTANTS

2021-2022, 2022-2023, 2023-2024

2021-2022		2022-2023		2023-2024	
1	\$14.81	1	\$15.17	1	\$15.51
2	\$15.20	2	\$15.57	2	\$15.92
3	\$15.60	3	\$15.98	3	\$16.34
4	\$16.01	4	\$16.40	4	\$16.77
5	\$16.43	5	\$16.83	5	\$17.21
6	\$16.84	6	\$17.25	6	\$17.64
7	\$17.27	7	\$17.69	7	\$18.09
8	\$17.73	8	\$18.16	8	\$18.57
9	\$18.18	9	\$18.62	9	\$19.04
10	\$18.63	10	\$19.09	10	\$19.52
11	\$19.08	11	\$19.55	11	\$19.99

Effective July 1, 2021

Additional Cash Compensation:

13-24 Years of Service	\$0.30/hour
25+ Years of Service	\$0.60/hour