

2024-2025, 2025-2026, 2026-2027

Master Agreement

**Independent School District No. 593
Crookston, Minnesota
and
Education Minnesota, Crookston
Educational Support Professionals
Local #7336**

Approved by the School Board on August 26, 2024

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**MASTER AGREEMENT
BETWEEN
INDEPENDENT SCHOOL
DISTRICT NO. 593
AND
EDUCATION MINNESOTA,
CROOKSTON EDUCATIONAL
SUPPORT PROFESSIONALS
LOCAL #7336
2024-2025; 2025-2026; 2026=2027**

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 Educational Support Professionals Local #7336, 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 Special Education Paraprofessionals.

Section 2. Recognition: In accordance with PELRA, the School District recognizes Education Minnesota, Crookston Educational Support Professionals Local #7336 as the exclusive representative for Special Education Paraprofessionals employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

For the purposes of this agreement, the term "special education paraprofessional employees," shall mean all special education paraprofessionals employed by the School District who are public employees within the meaning of Minn. Stat. 179.03, 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 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 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 this Agreement shall have those meanings as defined by PELRA.

III. SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate regarding 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 District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel.

Section 2. Effect of Laws, Rules And Regulations: District 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.

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 his/her

representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees for such employees.

Section 3. Request for Dues Check-Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative in sixteen (16) equal installments, beginning with the second pay period in October.

Section 4. 403(b) Plan: All employees will be allowed to contribute to a 403(b) plan, with the District matching up to \$400 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.

Section 5. 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.

Section 6. Union Business:

Subd. 1.

Union Leave: The parties to this Agreement, being aware of the statutory requirements that the School District must afford reasonable time off to elected officers or appointed representatives of the Crookston Education Support Professionals for the purpose of conducting the duties of the exclusive representative, hereby agree that the following leave provision shall provide reasonable time to the exclusive representative for the purposes of conducting the duties of the exclusive representative.

Union leave is herewith defined as leave from duties for local, national, state, and UniServ level education association meetings. At the beginning of each three-year contract period, the Association shall be credited with thirty (30) paid days to be used for leave purposes as defined immediately above. Employees utilizing union leave shall be paid their normal daily rate of pay. The exclusive representative agrees that the President of the exclusive representative shall notify the Superintendent of School not less than seventy-two (72) hours before the time and date for intended use of said leave and that no more than five (5) employees shall use such leave on any one day. Use of such leave for any portion of the day, however slight, shall constitute use of at least one-half (1/2) day of said leave. In the event that a majority of a day is used for Association leave, one (1) full day per member using such day shall be deducted from the thirty (30) days herein above provided. Payment of the substitutes for such thirty (30) day period or for such amount utilized by

the exclusive representative, if less, shall be by the School District.

Subd. 2.

No Reduction in Pay: A deduction shall not be made from the 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 shall be permitted to transact official exclusive representative business on School District property without charge.

Section 7: Distribution of

Contract: Contracts are available upon request. New hires will receive a copy of this agreement upon employment.

**V. EMPLOYMENT
PROCEDURES**

Section 1. Duties and Responsibilities

The duties and responsibilities will be those duties set forth in the job description of the paraprofessional and will be assigned by the Director of Special Education. An updated job description will be available on request to all employees outlining specific duties and responsibilities of the position. There will be a licensed employee designated as the responsible party for all paraprofessional duty areas. Each employee will be notified of the following year's tentative assignment before the beginning of the school year.

Section 2. Work Year

The School Calendar as adopted 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 Director of Special

Services.

Subd. 2.

Shifts and Starting Time:

All employees will be assigned starting times and shifts as determined by the School District.

Employees shall be expected to work at days and times indicated on their regular daily schedules. Employees on a variable daily work schedule are expected to report actual time worked on payroll timesheets. Employees who are requested to participate in student IEP 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.

Subd. 3.

Should a Paraprofessional arrive at work and find that the student for whom he/she usually provides care/assistance is not in attendance, the paraprofessional will be placed to work elsewhere in the School District at the direction of the Director of Special Services. If there is no work available on that specific day, the paraprofessional will be paid for a minimum of two (2) hours at his/her regular hourly rate.

Subd. 4.

The School Board agrees to pay the hourly rate for extended hours worked by the paraprofessional resulting from daily field trips.

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

Section 5. Breaks: Employees shall receive a paid fifteen-minute (15) rest period during each one-half workday.

**VI. SALARY SCHEDULE AND
STEP PLACEMENT**

Section 1. The salary schedules for the 24-25; 25-26 and 26-27 school years are labeled Appendix A,

attached hereto, and shall be considered to be a part of this Agreement.

Section 2. The initial step placement on the salary schedule will be determined by the School District.

Section 3. After the initial placement on the salary schedule, each employee will advance on the salary schedule according to the following timetable:

Subd. 1.

If a paraprofessional works less than one half of the school year, they would receive no step advancement at the beginning of the following work year.

Subd. 2.

If a paraprofessional works one half of the school year or more, they would receive credit for one (1) full step at the beginning of the following work year.

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 ninth (9th) 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:

10-19 Years of Service: \$.50/hour
20 + Years of Service: \$1.00/hour

Section 6. Pay Differential:

Pay differential of \$.30 per hour shall be given to Paraprofessionals assigned to a student or students meeting one or more of the following characteristics intended to define Special Education students with intensive needs: physical/personal care of toileting needs; physical transfers; aggressive or violent physical behavior; regular and/or daily medical interventions. This determination will be at the sole discretion of the School District.

VII. PAID HOLIDAYS

There shall be nine (9) paid holidays for employees covered by this contract:

- Labor Day*
- Thanksgiving (Thursday and Friday)*
- Christmas Eve*
- Christmas Day*
- New Year's Day*
- President's Day (unless school is in session)*
- Good Friday*
- Memorial Day*

VIII. STORM/ EMERGENCY CLOSING OF SCHOOL

It is understood between the parties that if the School District calls off school for a storm or other emergency, the paraprofessional shall be paid full pay for the day.

In the event that the paraprofessional has reported to work and thereafter school is closed due to a storm or other emergency, the paraprofessional shall receive full pay for that day. When said school closing has been called by the School District, the paraprofessionals shall be permitted to leave their place of employment at such time as all school buses carrying children have departed.

IX. PROBATIONARY PERIOD, EVALUATION, & DISCIPLINE

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

Subd 1.

At any time during the probationary period, a newly hired paraprofessional may be terminated at the sole discretion of the School District.

Subd 2.

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

Subd. 3.

No employee will be disciplined without just cause.

X. LEAVE

Section 1. Personal Leave:

Subd 1.

A paraprofessional will be allowed up to three (3) 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 three (3) Paraprofessionals shall be eligible for personal leave at any given date without prior approval from the Superintendent's Office.

Subd 2.

A paraprofessional 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 2. Sick Leave:

A paraprofessional 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:

- a. Those hired on or before July 1, 2009 may accrue up to 2200 hours of sick leave.
- b. Those hired after July 1, 2009 and thereafter can accrue up to 1274 hours of sick leave.
- c. 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.

One-third (1/3) of the annual earned sick leave hours, per incident, may be used for serious illness in the family defined as parent, step-parent, spouse, adult children, adult step-children, grandchildren, mother/father in-law, daughter/son in-law. An employee

may use personal sick leave benefits for absences due to an illness of the employee's dependent child (a child under the age of 18 years or age 20 who is still attending secondary school) or spouse for such reasonable periods as the employee's attendance with the child/spouse may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. Granting of leave for exceptional cases will be handled by the Superintendent of Schools.

Paraprofessionals will earn and use sick and safe time in accordance with MN Statutes 181.940 et seq.

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

Section 3. Medical Leave Sharing Plan:

Paraprofessionals will have access to the District wide medical leave sharing plan as long as the medical leave sharing plan exists. Participation in the medical leave sharing plan will be according to policy.

Section 4. Funeral Leave:

A paraprofessional will be allowed full pay for a reasonable time not to exceed one-third (1/3) of the annual earned sick leave hours when so requested by the employee. Additional time may be granted by the Superintendent, if requested. All days used for funeral leave will be deducted from accrued sick leave.

Section 5. Reinstatement after Leave:

Any paraprofessional returning from a leave that was approved by the School District shall be entitled to return to employment as a paraprofessional. A paraprofessional returning from an unpaid leave of absence of twelve months or less shall be returned at the same step on the salary schedule that the paraprofessional was on at the time the leave of absence commenced, including any adjustments that would

have been made to the salary schedule during the time that the paraprofessional was on leave.

Section 6. Family/Child Adoption/Legal Guardianship Leave:

Subd. 1.

In accordance with the Family Medical Leave Act, leave shall be granted for the purpose of child adoption or assuming legal guardianship. 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 paraprofessional returning from a leave that was approved by the School District shall be eligible to return to employment as a paraprofessional. A paraprofessional returning from an unpaid leave of absence of twelve months or less shall be returned at the

same step of the salary schedule that the paraprofessional was on at the time the leave of absence commenced, including any adjustments that would have been made to the salary schedule during the time that the paraprofessional was on leave.

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.

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 family leave because of incapacity due to pregnancy delivers prior to the scheduled beginning date of her family leave, she shall be eligible for sick leave in accordance with the provisions of Section 1 of this Article until 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.

The Family and Medical Leave Act, 29 U.S.C. § 1201 et. seq. (FMLA) will apply to all eligible employees.

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 Union. 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 paraprofessionals 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. 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 XIII, Sections 1, 2, 3, 4 and 5 for up to twelve (12) weeks of family leave in accordance with the Family Medical Leave Act. Thereafter, the employee shall pay the entire premium for health and hospitalization insurance. An employee shall pay the entire premium for such other insurance programs as the employee wishes to retain, commencing with the beginning of the family leave.

Section 11. Credit: If the employee returns to work 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 benefits provided in this article shall apply only to full-time employees who work at least 30 hours per week on a regular basis and shall not apply to substitute or temporary employees. Part-time employees receive pro-rata benefits.

XI. SEVERANCE PAY

Paraprofessionals 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 paraprofessional's unused accrued sick leave upon termination of employment

in good standing with the School District. This payment will be made to the employee's VEBA Account as per District guidelines.

XII. WORKSHOPS

Workshops recommended by the Director of Special Education and approved by the Superintendent shall be paid by the School District according to School District policy. If approved workshops take place during regular scheduled work hours, the paraprofessional shall receive full wages for the hours that the paraprofessional would have been regularly scheduled to work.

Paraprofessionals can choose to be paid at their hourly rate for training completed outside of their regular workday contingent on preapproval from Special Ed Director and Superintendent. Paraprofessionals who wish to be paid for said training shall submit their hours and certificates of completion or other documentation of completed training to the District Office.

XIII. GROUP INSURANCE

Section 1. Health Insurance

For any employee covered by this contract, the school district will contribute \$1,000 per month towards 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 period 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, 2018, if a Health Savings Account (HSA) plan 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 and to pay the additional cost of those premiums.

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 30 hours per week and such coverage shall not be accessed if it creates duplicate insurance coverage for any employee.

Section 6. Life Insurance

A \$20,000 life insurance policy including accidental death and dismemberment will be provided for each paraprofessional in the unit.

Section 7. Income Protection:

Long-term disability insurance will be paid by the paraprofessionals through payroll deduction. In order for the group long term disability insurance rate to stay in effect, this cannot be an optional deduction; all Paraprofessionals are required to participate.

**XIV. 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 assigned students. The building principal will vouch for the School District with such request at his / her discretion. The principal's decision may not be grieved or appealed to the School District.

**XV. REDUCTION IN FORCE &
TRANSFERS**

Section 1. 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 on layoff 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:

- Hire date according to official Board Minutes.
- Years of service to the district (As a regular employee and/or long-term sub of more than thirty (30) continuous working days.)
- Lowest PERA Number

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

Exceptions to seniority will be made based on special skills. When training and student needs allow, the more senior staff will normally be the last to be laid off.

Section 4. Notice. When the working force is increased after a layoff, 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 or Certified Mail. If the employee fails to report for work within ten (10) days from the date of mailing of Notice of Recall, he/she shall be considered as having resigned.

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: The District will inform staff of open positions within the District that they may be qualified for through email, posting on bulletin boards within the school, and in the District Office.

Section 8. Transfers: Current employees may be given the opportunity to transfer to different jobs within the District that they are qualified for.

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 all grievants in the group.

Subd. 3.

Exclusive Representative Grievance: The exclusive representative may file a grievance if a complaint involving one (1) or more employees arises out of the same transaction or occurrence and the facts and claim are common to all 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 Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Definitions and 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 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 to the School District's designee in writing, signed by the grievant(s), setting forth the facts and the specific provision(s) 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.

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's 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, 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 the 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 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 said request. Within ten (10) days* after 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 or the failure to request 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 made 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 such transcript shall pay for such a 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.

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 instituting a proceeding in another forum as outlined in this Agreement, the employee(s) 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 the Agreement or to enforce the award of an arbitrator.

XVII. DURATION

Section 1. Term and Reopening

Negotiations: This Agreement shall be in full force and effect from July 1, 2024, until June 30, 2027, 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 date 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, and 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: 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 EDUCATION MINNESOTA,
CROOKSTON EDUCATIONAL
SUPPORT PROFESSIONALS
LOCAL #7336:

8-20-24 Heather
Date *Heather*
8-20-24 Tina
Date *Tina*
Madison

FOR THE SCHOOL BOARD:

08-26-2024 
Date Chairperson

8-29-24 
Date Head Negotiator

