

MASTER AGREEMENT

ADA-BORUP-WEST INDEPENDENT
SCHOOL DISTRICT #2910

AND

EDUCATION MINNESOTA-ADA-BORUP-
WEST EDUCATION SUPPORT
PROFESSIONALS, LOCAL 7395
2021-2022, 2022-2023, 2023-2024
AGREEMENT

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ARTICLE I

PURPOSE

This Agreement is entered into between Independent School District No. 2910, Ada-Borup-West, Minnesota, hereinafter referred to as the District or the School District, Education Minnesota-Ada-Borup-West Educational Support Professionals (ABWESP), hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for Paraprofessionals for the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes ABWESP, as the exclusive representative for Paraprofessionals employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District as defined in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS) Case Number 21PCE2545: All non-certified paraprofessional support staff employed by Independent School District No. 2910, Ada-Borup-West, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd 14, excluding bus drivers, clerical, food service, and confidential employees.

Section 3. Employee Classifications: The classification of employees represented by this agreement are: Paraprofessionals.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School 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. District or School District: For purposes of administering this Agreement, the word/term, "District/School District," shall mean the School Board or its designated representative(s).

Section 3. Overtime Pay: Overtime pay is calculated and paid on hours worked over 40 hours per week in accordance with the Fair Labor Standards Act (FLSA).

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

ARTICLE IV

SCHOOL DISTRICT RIGHTS

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

Section 2. School Board Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The Union also recognizes the right, obligation, and duty of the School 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, and all provisions of this agreement are subject to the laws of the state of Minnesota, federal laws, rules and regulations of the MN Department of Education (MDE), and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V

EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to PELRA, 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 such employees.

Section 3. Request for Dues Checkoff: The exclusive representative shall be allowed dues checkoff for its members, provided that dues checkoff and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues checkoff pursuant to PELRA. When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President.

Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct one eighth (1/8) of such dues from the regular paycheck of the bargaining unit member for each pay period for 8 consecutive pay periods. The deductions will begin the first pay period on or after October 15. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the School District. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and May 25.

Section 4. Union Business:

Subd 1. Days: The District will grant up to 2 days total per year for the unit, with pay and without discrimination to employees, designated by the Union, to attend a labor convention or to perform other official Union business as may be reasonably required. The District will pay the cost of the substitute employee if one is hired.

Subd 2. No Reduction in Pay: A deduction shall not be made from the pay of a union representative when directly involved in meetings with management relating to the administration of this agreement during working hours.

Subd 3. Access to Worksites: Representatives of the union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

Section 5. Maintenance of Standards: This Contract shall not be interpreted or applied to grant or deprive employees or the School Board of professional advantages heretofore enjoyed unless expressly stated herein.

Section 6. Personnel Files: All evaluations and contents of the official personnel file relating to each individual member shall be available for review and/or copy during regular District business hours by each member upon the member's twenty-four (24) hour advance written request. A representative of the Union may, at the member's request, accompany the member in this review. An employee shall have the right to submit for inclusion in the file written information in response to any material contained therein. The member shall have the right to reproduce any of the contents of the file at the member's expense.

Section 7. Notice of Change to Position: All changes or notices to a position under this Agreement involving a change in total hours, notice of layoff, and leaves of absences shall be given in writing within ten (10) working days of the approval of the School Board. Changes in hours of less than thirty (30) days in duration do not require this notice.

Section 8. Physical Item Reimbursement: The School District agrees to repair and/or replace damage to eyeglasses and clothing that occurs as a result of the performance of duties in working directly with students. The employee will forward to his/her building administrator, a completed incident report regarding the situation that caused the damage within two (2) working days of the occurrence. The employee will be reimbursed up to \$200.00 for the repair or replacement provided they attach a copy of the incident report to the invoice detailing the cost of the repair or replacement within 10 days of the incident. An employee may only request reimbursement one time during their employment in the District.

Section 9. Committee Representation: The union, in collaboration with Administration, will appoint representatives to any District committee. The number of representatives assigned to a committee will be determined at the sole discretion of the district.

ARTICLE VI

RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. 2021-2024 Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2021, to June 30, 2024.

Subd. 2. Status of Salary Schedule: For the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement an employee shall be compensated according to the current rate until a successor Agreement is fully ratified. Retro-pay and changes in pay rates are effective upon ratification of a new contract.

Subd. 3. Step Movement: Employees who are eligible for step movement, steps will be granted according to schedule A. Employees hired during the school year and whose hire date is February 1 or later, are not eligible for step movement (if granted) the following year.

Subd. 4. New Employees: Employees entering the District shall be placed on the salary schedule at the discretion of the administration.

Subd. 5. Work Outside Assignment: An employee working outside her/his assignment area, as assigned by the District, will be compensated at the rate for the job assignment or at their normal rate of pay whichever is higher.

Subd. 6. Longevity Pay: Beginning with the 2021-22 school year, in consideration of long and faithful service, the District shall, in addition to an Education Support Professional's (ESP) regular hourly rate, pay longevity pay to long-term employees. To receive longevity pay, the employee must have completed at least 12 years of continuing, uninterrupted service in the bargaining group based on the employee's seniority date except as stated in Article 6, Section 5. The amount of longevity pay shall be based upon years of service as noted below, with the corresponding amount added to the regular hourly rate and is non-accumulative. Longevity pay will commence at the beginning of each school year and will be based on years of service as of September 1.

Years of Service	2021-22	2022-23	2023-24
12-18	\$0.50	\$0.50	\$0.50
19-24	\$0.75	\$0.75	\$0.75
25+	\$1.00	\$1.00	\$1.00

Section 2. Withholding Salary Advancement: An individual employee's salary advancement is subject to the right of the School Board to withhold salary increases for good and sufficient grounds.

Section 3. Payment Schedule: Wages shall be paid on a monthly pay schedule, at minimum, as designated by the School District.

Section 4. Pay Differential: An employee who is assigned as a 1:1 paraprofessional for 4 or more hours per day, shall be entitled to \$.50 per hour in addition to their regular hourly pay.

Section 5. Initial Placement for Existing Employees: For the purpose of implementing the 2021-24 Master Agreement, paraprofessionals employed in the District prior to the 2021-22 school year will be placed on the salary schedule as follows –

2020-21 steps 1-8 will be placed on the 2021-22 salary schedule step 1. 2020-21 step 9 will be placed on the 2021-22 salary schedule step two, and so on.

Any employee who was receiving a rate higher than step 12 of the 2021-22 contract, will continue to receive the previous higher rate for the duration of the contract. The employees eligible for longevity pay if they meet the qualifications in Article 6, Section 1, Subd. 6

ARTICLE VII
GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District or as otherwise provided by law.

Section 2. Health Insurance Coverage: The School District shall contribute a sum not to exceed \$550.00 per month for 12 months prorata (based on 1225 hours) for 2021-24 and thereafter toward the premium for coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's group health insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Throughout the duration of the contract the district contribution may increase to abide by the Affordable Care Act Safe Harbor laws, but may not decrease.

Section 3: Proration of District Contribution: For the purposes of calculating the proration of district contributions for employees, the following formula applies: the district contribution is equal to the product of multiplying the district contribution as shown as shown in Sections 2 & 3 above by a fraction, the numerator of which is the number of hours the employee is scheduled to work per year and the denominator of which is 1225, (e.g., $1000/1225 = 81.63$ percent). The district's contribution would be equivalent to 81.63% of the contribution stated in Section 2 or 3 above.

Section 4. Voluntary Employees' Beneficiary Association and Health Savings Accounts.

Subd. 1: The greater of \$600 or (the difference between the School District contribution listed in Section 2 and insurance plan premium) will be placed in the employees' VEBA and/or Health Savings Account. This is only available to employees who received the benefit prior to the 2021-2022 school year.

Subd. 2: In order for an employee to make changes in their Health Savings Account contribution amount, he/she will need to complete and return "Health Savings Account Employee Contribution Election Form" to the District Bookkeeper by the 15th of each month.

Section 5. Term Life Insurance: District shall pay for the premium necessary to provide \$20,000 in term life insurance for each employee employed by the District, who qualifies for and is enrolled in the District's term life insurance plan. The amount of life insurance reduces by the specified amount as noted in the life insurance plan document each year, upon the employee's attainment of age 65. Upon termination of employment, all District contributions shall cease.

Section 6. Income Protection Insurance: The School District will provide a long-term disability program and the employee shall pay the full premium for coverage. All eligible employees will participate, and payment will be made through payroll deduction. The maximum benefit will be equal to two-thirds of the employee's annual pay to an annual maximum of \$27,000. If income protection payments are made while accumulated unused sick leave is still being drawn, then, to the extent permitted by the insurance policy, the employee may, at the employee's option, continue to draw accumulated sick leave not to exceed the difference between disability income

payments and full pay or may take disability income payments and stop using accumulated sick leave, in which event the unused accumulated sick leave shall remain available to the employee.

Section 7. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contributions: An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 9. Eligibility: A regular employee is eligible for Article VII benefits whose regular work schedule is thirty (30) or more hours per week or if they received a benefit prior to the ratification of the 2021-24 Master Agreement. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

ARTICLE VIII

403B PLAN

Section 1, 403b Plan: The District shall contribute up to a \$500 match per year for all members of the bargaining unit employed half-time or more who participate in the District's 403b plan.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave

Subd. 1. Earning: All employees shall earn sick leave up to ten (10) days each year of service in the employ of the District. Annual sick leave shall accrue with five (5) days given the first day of the fall workshop and five (5) days given the first day of the second semester.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum credit of 120 days of sick leave per employee.

Subd. 3. Use: Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Employees may use sick leave for absences due to an illness of or injury to the employee's dependent child under the age of 18 for such reasonable periods as the employee's attendance to the child may be necessary on the same terms that the employee is able to use sick leave benefits for his/her own illness or injury. Sick leave may also be used in accordance with Minnesota Statute 181.9413 and/or Federal Law.

Subd. 4. Medical Certificate: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 6. Approval: Request, use, and approval for sick leave pay shall be made only upon the employee submitting the appropriate district leave request.

Section 2. Workers' Compensation: An employee compensated for absences under workers compensation will continue to receive full pay as long as the employee has available sick leave. Deductions from sick leave will be prorated based on the difference between workers compensation and the employee's full wage. While on paid status with the District, the employee will continue to accrue sick leave and will be eligible for District paid benefits.

Section 3. Loss of Time Due to Assault or Threat.

Subd. 1. Assault: In the event and employee is assaulted by a student, he/she will have the option to be assigned to a temporary alternative assignment performing work within the paraprofessional's job description.

Subd. 2. Threat: A employee absent from work as the result of a threat while acting in a capacity for the District will receive up to five (5) paid leave days. Such days will not be charged to sick leave or any other leave. Leave will be granted upon administrative approval

Subd. 3. Report: In order to be eligible for this leave, the employee must file an incident report regarding the incident precipitating the use of this leave. The employee may choose to file a police report at their own discretion.

Section 4. Bereavement Leave: Up to five (5) days of paid leave may be allowed for each death of an employee's spouse or child. Three (3) days of paid leave will be allowed for a parent, parent-in-law, sibling, or relative in the same household. One (1) day of paid leave will be allowed for each death of an employee's grandparents, aunts, uncles, grandchildren, spouse's siblings, sons-in-law, daughters-in-law. Requests for bereavement leave must be made by submitting the appropriate district leave request stating the descendant's name and relationship to employee. The District may choose to extend the length of leave for travel or individual circumstances and allow for bereavement leave for the death of individuals not defined above. Bereavement leave will be deducted from sick leave.

Section 5. Family and Medical Leave (FMLA): Family and Medical Leave shall be granted in accordance with governing state and Federal Law and district policy. Employees working 30 or more hours per week shall receive benefits equivalent to FMLA protections.

Section 6. Jury Service: An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The employee must forward a copy of the jury summons to the Human Resources Department. The compensation received for jury duty service shall be remitted to the School District. An employee called to jury duty must submit the appropriate district leave request. Travel expenses received in connection with jury duty shall remain with the employee.

Section 7. District Legal Proceedings: Employees attending a legal proceeding as required by the courts or the district to testify on school related issues will not lose any daily pay.

Section 8. Personal Leave: The district will grant to an employee two (2) days per year for tending to personal business. Requests for this leave shall be made by submitting the appropriate district leave request a minimum of three (3) working days previous to the leave requested date. Unused personal leave days will be compensated at the employee's daily rate of pay at the end of the school year and the employee will have the option carry over 1 day to the next year. The employee will inform the District of their choice by April 30th.

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

Section 9a. Family Military Deployment Leave: Up to three (3) days of paid leave, to be deducted from available accumulated sick leave, may be allowed for each military deployment of an employee's spouse, adult child, or adult step-child. Said days are to be used in advance of the date for which the military member is being deployed. An additional one (1) day of paid leave, to be deducted from available accumulated sick leave, may be allowed upon return of the military member from each military deployment. Said day must be used within (5) days of return home from deployment. The district may require documentation of the military orders specifying the specific dates of deployment. Requests for military leave must be made by submitting the appropriate electronic district leave form stating the relative's name and relationship to employee. If there are no available days of sick leave for use of family military deployment leave; specified days may be taken without pay.

Section 10. Long-Term Leave: An employee who has at least Five (5) years of employment in the unit may, upon written request, be granted a leave of absence of one (1) month or longer without pay with the approval of the District. The granting of this leave is at the discretion of the District.

Section 11. Other Unpaid Leave: Employees may be granted unpaid leave for unforeseen circumstances or other personal reasons at the sole discretion of the District. Each request is subject to approval based on the individual circumstances of the request.

Section 12. Paid Holidays: Employees will receive five (5) days of holiday pay for the following days: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day (if school is in session the working day prior or after).

Subd. 1: A day of holiday pay will be calculated by multiplying an employee's daily hours by their rate of pay.

Subd. 2: Employees will be eligible for holiday pay for those holidays that fall within their authorized work year with the exception of Memorial Day.

Subd. 3: Employees will be eligible for holiday pay for Labor Day when they are scheduled to begin work the first week of school when students are present.

Subd. 4: Newly hired employees will not receive pay for holidays that occur before employment, except Labor Day as noted in Section 13, Subd. 3.

Section 13. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided under FMLA and Article IX, Section 5. In the event the employee is on paid leave from the School District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained.

Section 14. Credit: An employee who returns from unpaid leave shall retain their step on the salary schedule that they were on at the time the leave began. Any leave benefits which had accrued at the time the leave began are retained if not used during the leave. However, no pay or leave benefits will accrue during the leave of absence. For seniority purposes only, the employee will retain their original hire date when they return from an approved leave.

Section 15. Sick Leave Bank

Subd. 1-Use: The shared leave may only be used for catastrophic situations: transplant, cancer, major birth defects, etc. Bank days may only be used for the employee, the employee's spouse, or the employee's child. Employees making a request must use all of their sick leave days before they can use the days from the bank.

Subd. 2- Request Committee: Upon written request, a committee will meet to approve or deny the use of shared sick leave bank and make a report to the School Board. The committee will be comprised of the Superintendent, Principal, two (2) school board members, and three (3) employee representatives.

Subd. 3- Donation of Days: An employee will be able to donate up to two (2) full days of sick leave per approved request by the committee. Donated sick leave days will be deducted from the donor's accumulated sick leave.

Section 16. Eligibility: Leave benefits provided in this article shall apply to all employees as specified in the Master Agreement.

ARTICLE X

HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The employee's basic work week shall be prescribed by the School District.

Section 2. Basic Work Year: The employee's basic work year shall be prescribed by the School District.

Section 3. Part-time Employees: The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time or casual basis.

Section 4. Work Schedules: All employees will be assigned work schedules as determined by the School District.

Section 5. Lunch Period: Employees will be provided a 30-minute unpaid duty-free lunch period. An employee may be requested by the District and elect to work during all or a portion of his/her lunch break due to emergencies, medical issues, or other unforeseen circumstances and shall be paid for the time that he/she is working. Employees who work during all or a portion of their lunch period must submit a "Time Correction Form" to report the correction on their payroll timesheet.

Section 6. School Closing: In the event that the employee has reported to work during their regularly scheduled time and thereafter the announcement for school closure is made, due to a storm or other emergency, the employee shall receive pay for the hours worked that day or one hour whichever is greater. When said school closing has been called by the School District, the employee shall be permitted to leave their place of employment at such time as all school buses carrying children have departed. For any hours that are lost and not made-up on a subsequent day during that school year, employees will be allowed to make up hours that are lost due to school closing in order to meet their contracted weekly hours. Any make-up hours and related duties must be approved in advance by building Administration or their designee and must be worked within 5 school days of the shortened or missed school day or the hours are forfeited. When an E-Learning Day is implemented and the employee is not asked to work, they will be given the opportunity to make up hours performing duties assigned by administration.

Section 8. Extended Hours: The School District agrees to pay the hourly rate for extended hours worked by the employee that are approved in advance by administration. For example, 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 regular rate of pay up to forty (40) hours by submitting a payroll timesheet, and at the rate of time and one-half for any hours worked over 40 hours per week.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A “grievance” shall mean a dispute or disagreement between the employee and the District as to the interpretation or application of terms and conditions in this Agreement.

Section 2. Representative: The employee, 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 weekdays 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 in writing to the District’s designee, 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.

Section 5. Adjustment of Grievance: The District and the employee shall attempt to adjust all grievances which may arise during the course of employment in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the 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 seven (7) 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 the 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 seven (7) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (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. School Board Review: The School Board reserves the right to review any decision issued under Level I and Level II of this procedure provided the School Board or its representative(s) notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of 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 employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in the 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 proper submission of a grievance under the terms of this procedure, the parties shall, 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 BMS to appoint an arbitrator, pursuant to the P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of the said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided 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 within thirty (30) days 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 the P.E.L.R.A. 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 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 contained in this 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 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 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 District to efficiently manage and conduct its operation within the legal limitations surrounding and the financing of such operations.

Section 9. 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 shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

Section 10. Reprisals: No reprisals of any kind will be taken by the School Board of Education or the school administration against any employee because of his/her participation in this Grievance Procedure.

ARTICLE XII

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2024, and shall continue in full force and effect from year to year thereafter until a new contract is in place. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement 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.

Section 3. Effect of Law: Should any part of this Contract be prohibited under state or federal law, that portion of this Contract will be voided without effect on any other portion of this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

THE ASSOCIATION

Jamie Yorkley 11-22-21
President Date

Steph Hill 11-22-21
Secretary Date
treasurer

THE DISTRICT

[Signature] 11-9-21
Chairman of the School Board Date

Nancy Muckens 11-9-21
Clerk of the School Board Date

SCHEDULE A

2021-22		2022-23		2023-24	
Step	Hourly Wage	Step	Hourly Wage	Step	Hourly Wage
1	\$ 13.47	1	\$ 13.81	1	\$ 14.15
2	\$ 13.83	2	\$ 14.17	2	\$ 14.53
3	\$ 14.20	3	\$ 14.55	3	\$ 14.91
4	\$ 14.59	4	\$ 14.95	4	\$ 15.32
5	\$ 14.98	5	\$ 15.35	5	\$ 15.73
6	\$ 15.39	6	\$ 15.77	6	\$ 16.16
7	\$ 15.80	7	\$ 16.19	7	\$ 16.59
8	\$ 16.22	8	\$ 16.62	8	\$ 17.04
9	\$ 16.67	9	\$ 17.08	9	\$ 17.51
10	\$ 17.11	10	\$ 17.53	10	\$ 17.97
11	\$ 17.57	11	\$ 18.01	11	\$ 18.46
12	\$ 18.05	12	\$ 18.50	12	\$ 18.96