

**Hastings Area Public Schools - ISD 200
School Board Meeting Agenda**

Wednesday, June 21, 2023
Special Meeting of the Hastings School Board - Closed Session
District Office - Conference Room A

- I. **Call Meeting to Order**
 - a. Attendance
- II. **Approval of E-Learning Agreement with Community Education Para's**
- III. **Motion to move to a closed session**
- IV. **Motion to move to an open session**
- V. **Adjournment**

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between Minnesota Teamsters Public and Law Enforcement Employee’s Union Local No. 320 (“Union”) and Independent School District No. 200, Hastings (“District”).

WHEREAS, the Union is the exclusive representative of the Community Education Paraprofessional Employee group employed by the District;

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for Community Education paraprofessionals in the District;

WHEREAS, on or about January 3, January 4, January 11, and February 22, 2023, the District declared e-learning days;

WHEREAS, on or about January 3, 2023, the Union filed a grievance (“the grievance”) alleging that the District violated the CBA by requiring staff complete professional development in order to receive compensation on e-learning days;

WHEREAS, the District denied the grievance;

WHEREAS, the Union appealed the grievance to arbitration and the grievance was assigned BMS Case No. 23PA1433 (“the arbitration”);

WHEREAS, Attorney Kevin Beck represents the Union, and Attorney Zachary Cronen represents the District; and

WHEREAS, through their respective attorneys, the District and the Union have negotiated this Agreement in order to fully resolve the grievance;

NOW, THEREFORE, IN CONSIDERATION OF the promises contained in this Agreement, the relinquishment of certain legal rights, and other consideration, the sufficiency of which is acknowledged, the Union and the District agree as follows:

1. **Payment.** Within thirty (30) calendar days after this Agreement is fully executed, the District will:
 - a. Pay to Tracy Sieben the gross amount of \$57.30, subject to usual and customary payroll withholdings.
 - b. Pay to Mikayla Domonkos the gross amount of \$91.80, subject to usual and customary payroll withholdings.

- c. Pay to Kayla Wrobleski the gross amount of \$147.33, subject to usual and customary payroll withholdings.

2. **Withdrawal of Grievance and Arbitration.** On its own behalf and on behalf of its members, the Union hereby withdraws the grievance that it filed on or about January 3, 2023 and the arbitration identified as BMS Case No. 23PA1433. On its own behalf and on behalf of its members, the Union hereby waives any right to reinstate the grievance or arbitration, or to file another grievance or arbitration arising out of or related to e-learning days at issue in the grievance. No member of the Union has any right or claim to any compensation, beyond the compensation specifically described in this Agreement, relating to compensation owed for e-learning days at issue in the grievance.

3. **Release of Claims.** On its own behalf and on behalf of its members, the Union hereby fully and completely releases the District, its current and former School Board members, officers, employees, agents, representatives, insurers, attorneys, and other affiliates from any and all claims arising out of or related to the grievance or arbitration.

4. **No Precedent or Past Practice.** Nothing in this Agreement may be deemed to establish a precedent or practice or to alter any existing precedent or practice arising out of or relating to the CBA between the District and the Union. Other than to enforce its terms, this Settlement Agreement may not be used, admitted into evidence, or referred to during any arbitration or other dispute between the Union and the District.

5. **No Wrongdoing.** This Agreement is made to resolve a disputed matter and may not be construed as an admission of liability or wrongdoing by or on behalf of any party.

6. **Equal Drafting, Legal Effect of Copies, and Costs.** If either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties. A signed copy of this Agreement has the same legal effect as the original. Each party is responsible for its own costs, expenses, and any attorney fees associated with this Agreement.

7. **Entire Agreement.** This Agreement reflects the entire agreement between the parties relating to the grievance and the arbitration. No party has relied upon any statements, promises, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown by their signature.

INDEPENDENT SCHOOL DISTRICT NO. 200

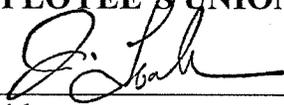
School Board Chair

Date

School Board Clerk

Date

**MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEE'S UNION LOCAL NO. 320**



President

6.20.23

Date