

**ISD No. 256, Red Wing Public Schools
Education Minnesota Red Wing
GRIEVANCE SETTLEMENT**

Lane Placement for: [REDACTED]

This settlement is entered into by and between Independent School District No. 256, Red Wing Public Schools (the "School District"), teacher and grievant [REDACTED] (the "Grievant"), and Education Minnesota Red Wing (the "Association") to fully and finally resolve the May 12, 2021 grievance challenging the Grievant's lane placement in effect between September 2015 and September 2021.

WHEREAS, Section 6.5 of the 2019-21 Master Agreement ("Agreement") between the School District") and the Association addresses lane placement and advancement for teachers;

WHEREAS, the Grievant claims she should have been retroactively placed on BA+30q lane beginning with the 2015-2016 school year because she had satisfied the total number of credits to qualify for a lane change, and because the Agreement does not specify how many graduate-level credits are necessary to qualify for a lane change;

WHEREAS, the School District claims the Grievant was appropriately placed at the BA+15q lane for all school years between 2015-16 and 2020-21 because: it at all times consistently followed a practice set forth in its personnel handbook specifying that "at least nine of the fifteen credits must be graduate credits" to qualify for a lane change; the teacher had not earned at least nine graduate-level credits; and the School District is not aware of any other teacher being granted a lane change without having earned at least nine graduate credits of the fifteen (15) needed to qualify;

WHEREAS, the teacher submitted a grievance on May 5, 2021 requesting retroactive pay from September 22, 2015 to her last date of employment with the District, June 4, 2021; and

WHEREAS, the parties wish to fully and finally resolve this grievance.

NOW, THEREFORE, the parties agree and stipulate that the statements and conditions below represent sufficient consideration for a full and final settlement of this grievance, a complete and total agreement of the parties regarding all contractual claims raised by this grievance, and satisfaction of any and all contractual obligations and liabilities that may have been alleged by any party against the other:

1. the School District shall make a payment to Grievant [REDACTED] in the amount of \$3,000, less regular and ordinary payroll taxes and other withholdings;
2. the grievance submitted by the Grievant on May 5, 2021 is withdrawn with prejudice; and

3. no precedent has been set by this settlement as to the proper interpretation of any of the provisions of the Master Agreement or as to any past practice of the District.

[Signature page to follow]

FOR EDUCATION MINNESOTA—RED WING:

President


Dated this ____ day of _____, 2021.

FOR RED WING PUBLIC SCHOOLS:

School Board Clerk

Dated this ____ day of _____, 2021.

TEACHER:


Dated this ____ day of _____, 2021.