

Collective Bargaining Agreement

between

***South St. Paul Public Schools
Special School District No. 6***

and

***Education Minnesota
South St. Paul Educational Support Professionals
Local No. 7312***

Effective July 1, 2023, through June 30, 2025

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ARTICLE I

PURPOSE

Section 1. Parties: This Agreement is entered into between the Board of Education of Special School District No. 6, South St. Paul, Minnesota (hereinafter referred to as the School District) and Education Minnesota, South St. Paul Educational Support Professionals, Local #7312 (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 the PELRA) to provide the terms and conditions of employment for education assistants during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes Education Minnesota, South St. Paul Educational Support Professionals, Local #7312, as the exclusive representative of education assistants employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

In no event shall the School District enter into individual agreements either written or verbal, with individual members or groups of members of the bargaining unit relative to compensation, duties or working conditions without the express knowledge and written agreement of the Exclusive Representative. Such written agreement must be approved and signed by the signatories to this Agreement or their successors.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the PELRA and in certification by the Commissioner of the Bureau of Mediation Services, Case No. 01-PCE-1384, dated August 3, 2001.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: “Terms and conditions of employment” shall mean the hours of employment, the compensation for employment, including fringe benefits, and the employer’s personnel policies affecting the working conditions of the employees, except retirement contributions or benefits. “Terms and conditions of employment” are subject to the provisions of the PELRA.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean all education assistants employed by the School District (Educational Assistants, Special Education Assistants/ELL Assistants, Early Learning Assistants, Kids’ Choice Program Assistants, Early Learning Program Assistants, Kids’ Choice Program Leads and Student Support Assistants), who are public employees within the meaning of Minn. Stat. 179A.03, subd.14, excluding ,supervisory, confidential, and employees included in other certified

bargaining units, and part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, and emergency employees.

Section 3. School District: For purposes of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity 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 and duties prescribed by the School District and shall be governed by the laws of the United States of America and the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the United States of America and the State of Minnesota. 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.

ARTICLE V

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

Section 2. Right to Join: 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.

Section 3. Right to Exclusive Representation: Employees in an appropriate unit shall have the right, by secret ballot, to designate an Exclusive Representative for the purpose of negotiating the terms and conditions of employment and a grievance procedure for such employees, as provided by the PELRA.

Section 4. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the Exclusive Representative. Upon receipt of the properly executed authorization card of the employee involved, the School District shall deduct from the employee's paycheck the dues amount that the employee has agreed to pay to the Exclusive Representative. Deductions shall be made during each pay period beginning with the first pay period in October of each year and ending with the first pay period in April of each year. Deductions shall be transmitted with a list of names of employees whose pay deductions were made to the Exclusive Representative within seven (7) days of such payday.

Section 5. Personnel Files: Employees shall be provided a copy of any performance-related documentation that is placed in their personnel files (at the time it is placed in the personnel file) and have the opportunity to attach a written supplement to such documentation. Employees shall have access to their personnel files upon request and have the right to copy any documentation contained in their personnel files at no cost to the employee.

Section 6. Exclusive Representative Business:

Subd. 1 Number of hours: At the beginning of each school year, the Union shall be credited with forty (40) hours to be used at the discretion of the Union for the purpose of conducting its duties as Exclusive Representative. The Union has the option of requesting additional hours with approval of the superintendent. The cost of the substitutes shall be paid by the Exclusive Representative.

Subd. 2 Request procedure: A written request specifying the dates and times off shall be filed with the superintendent at least five (5) working days in advance of the date upon which the time off will commence. This notice may be waived by the superintendent or their designee.

ARTICLE VI
POSITION CLASSIFICATION AND RATES OF PAY

Section 1. Position Classification: Employees shall be hired for and assigned to the following position classification based upon the qualifications of the individual for the position, as determined by the School District and the definition of the position as set forth in this Section.

Subd. 1. Educational Assistant: The position of Educational Assistant is defined as a position assigned to classroom teachers or a department to assist with the instructional process.

Subd. 2. Special Education Assistant/ELL Assistant: The position of Special Education Assistant is defined as a position assigned to a special education teacher to assist with the physical and instructional needs of students. The position of ELL Assistant is defined as a position working with an English language teacher to assist with the instructional needs of students.

Subd. 3. Due Process & Third-Party Billing Specialist: The position of Due Process & Third-Party Billing Specialist is defined as a position that supports the Student Services Department and special education teachers across the district with the implementation and tracking of all due process state and federal requirements.

Subd. 4. Early Learning Assistant: The position of Early Learning Assistant is defined as a position assigned as an instructional assistant in the area of Preschool, School Readiness and ECFE (Community Education programs).

Subd. 5. Kids' Choice Program Assistant: The position of Kids' Choice Assistant is defined as a position assigned to assist with the instructional process in the Kids' Choice program.

Subd. 6. Early Learning Program Assistant: The position of Early Learning Program Assistant is defined as a position in the ECFE program that offers support both in the office and classroom.

Subd. 7. Kids' Choice Program Lead: The position of Kids' Choice Lead is defined as a position assigned to plan, develop and implement the weekly lessons in the Kids' Choice program, and requires a minimum of a two-year degree.

Subd. 8. Student Support Assistant: The position of Student Support Assistant is a position defined as under the direction of the building/department administration and/or guidance from the Dean of Students, to supervise students in various settings and assist with managing student behaviors under established rules, policies and procedures.

Section 2. Compensation: Employees shall be compensated for each contract year pursuant to the following hourly wage schedule.

Classification	2023 - 2024	2024 - 2025
Educational Assistant	18.53	22.63
Special Education Assistant/ELL Assistant	20.16	24.62
Due Process & Third-Party Billing Specialist	Effective 7/1/24	24.62
Early Learning Assistant	18.53	22.63
Kids' Choice Program Assistant	18.86	23.03
Early Learning Program Assistant	20.30	24.79
Kids' Choice Program Lead	19.64	23.99
Student Support Assistant	19.68	24.04

Subd. 1: Employees shall be paid at the hourly rate pay of the job classification in which they are working. Employees who work as a substitute outside of their regular scheduled hours shall be paid at the hourly rate of pay in Article VI. This section shall only apply to time worked in a position listed in Article VI, Section 1.

Section 3. Annual Service Increment: An annual service increment shall be granted to those eligible employees who have completed the following years of continuous service within the ESP unit.

10 to 14 years = \$600 annually
15 to 19 years = \$1,100 annually
20 to 24 years = \$1,600 annually
25+ years = \$2,100 annually

Service increments will be effective July 1 of the year in which the employee completes the 10th, 15th, 20th, or 25th year. The benefits provided in this section shall apply only to eligible employees who are regularly employed at least nine (9) months per year and thirty (30) hours per week, or a minimum of 1,044 hours.

ARTICLE VII **GROUP INSURANCE**

Section 1. Eligible Employees: Unless otherwise indicated, benefits provided in this Article shall apply only to employees who are regularly employed at least nine (9) months per year and thirty (30) hours per week, or a minimum of 1,044 hours. For purposes of this Article, a month of service shall mean any month for which the employee is on pay status for at least fifteen (15) days.

Section 2. Eligible Employees Working Two or More Positions Under This Agreement:

Employees who are regularly employed in the District for at least 174 days per fiscal year and at least thirty (30) hours per week, or a minimum of 1,044 hours, shall be eligible for benefits under this Agreement. Employees who are regularly employed at least 174 days per fiscal year and twenty (20) to twenty-nine (29) hours per week, or a minimum of 720 hours, shall be eligible for the part-time benefits under this Agreement.

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

Section 4. Life Insurance: The School District will provide each eligible employee with a group term life insurance policy in the face amount equal to one (1) times the employee's annual salary, with an employee option to purchase additional coverage as permitted by the policy.

Section 5. Medical Insurance: The School District will make the following annual (fiscal year) contributions for medical insurance coverage for each eligible and participating employee:

<u>Coverage</u>	<u>2023-24</u>		<u>2024-25</u>
Single	100%		100%
Two-Party	\$12,830		\$16,619
Family	\$13,670		\$17,404

Subd. 1. Eligibility: Employees must be regularly employed at least 1,044 hours per year or 30 hours per week to be eligible for medical insurance.

Section 6. Dental Insurance: The School District shall offer a group dental plan and pay \$22 per month towards the premium for all eligible and participating employees.

Section 7. Flexible Compensation Benefits: The School District shall provide a "Flexible Compensation Plan" as authorized by Internal Revenue Code, Section 125. All eligible employees may elect to contribute up to the amount allowed by law, to be used for excess medical/dental/vision expense reimbursement, and up to the amount allowed by law, to be used for dependent care reimbursement.

Section 8. Group Income Protection: The School District will pay the premium for long term disability insurance for all eligible employees. The insurance plan shall provide a minimum income continuation benefit of 2/3 of annual wages.

Section 9. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that 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.

Section 10. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment during the employee's work year, all School District participation and contribution shall cease, effective on the last day of the month in which employment is terminated. If the employee has worked their full work year and upon termination of employment at the end of that work year, all School District participation and contribution shall cease, effective at the end of August; provided, however, that such benefit shall cease at the end of June for 12 (twelve) month employees.

Section 11. Review of Proposed Changes: A representative from the Educational Support Professional bargaining group will be offered the opportunity to join the district's Insurance Advisory Committee and provide ESP perspectives and input regarding district decisions around insurance carriers and/or programs.

Section 12. Insurance Benefits for Retirees: The School District will provide \$100 month towards a School District health insurance plan for ten (10) years following the date of retirement or until the retiree is eligible for Medicare, whichever comes first, and \$50 per month for the subsequent five (5) years into a Health Care Savings Plan (HCSP) with the Minnesota State Retirement for the purpose of supplementing the cost of the retiree's health insurance. This benefit is only available for those employees who have completed twenty (20) years of continuous service with the School District. "Continuous service" is defined as uninterrupted employment by the School District on an annual basis of at least thirty (30) hours per week and nine (9) months per year, or a minimum of 1,044 hours. This amount shall be deposited two times per year into the HCSP; the month of September and the month of January.

ARTICLE VIII

DUTY YEAR AND HOURS OF SERVICE

Section 1. Duty Year: The duty year (i.e., annual work calendar) shall be established by the School District based on program and student needs, as determined by the School District, on or before July 1 of each year. Changes to the duty year may be made when financial considerations require such action. This determination will be made by the School District, which will "meet and confer" with the Exclusive Representative regarding the reasons for its decision. Examples of situations that could require a change in duty year include, but are not limited to, the following: program enrollment decline, program funding reductions, withdrawal of a one-on-one student, etc. Written notice to the employee(s) affected by this decision will occur at least twenty (20) calendar days prior to the effective date, with such employees retaining all rights under Article X, Section 6.

Section 2. Hours of Service: All employees will be assigned hours of service as prescribed by Article X, Section 5, of this Agreement. Hours of service shall be established by the School District based on program and student needs, as determined by the School District. Changes to the hours of service may be made when financial considerations require such action. This determination will be made by the School District, which will “meet and confer” with the Exclusive Representative regarding the reasons for its decision. Examples of situations that could require a change in hours of service include, but are not limited to, the following: program enrollment decline, program funding reductions, withdrawal of a one-on-one student, etc. Written notice to the employee(s) affected by this decision will occur at least twenty (20) calendar days prior to the effective date, with such employees retaining all rights under Article X, Section 6.

Subd. 1. Student Absence: When an employee is assigned to a one-on-one position with a student and that student is absent, the employee shall be assigned other duties within classification. With mutual agreement between the supervisor and employee, the employee may be granted leave without pay.

Subd. 2. Other Obligations: In the event an employee is required to attend meetings, in-services, etc., outside of the employee’s regularly scheduled hours, the employee shall be paid at their hourly rate of pay for such obligations. If an employee is required to complete paperwork (e.g., student progress reports), the obligation will be done during regularly scheduled hours.

Subd. 3. Overtime: All hours worked beyond forty (40) per week shall be compensated at one and a half (1.5) times the employee’s hourly rate of pay.

Section 3. Lunch Period: Employees assigned at least 6 (six) hours per day shall be provided an unpaid, duty-free lunch of thirty (30) consecutive minutes, at a time determined by the supervisor. Employees shall not be required to remain on work premises during this lunch period. If an employee is required to work because of an emergency or other operational needs, as determined by the School District, the employee shall be paid at their regular rate of pay for this time.

Section 4. Break Period: Employees assigned four (4) hours per day shall be provided a fifteen (15) consecutive minute paid break period at a time determined by the supervisor for every four (4) hours worked.

ARTICLE IX

VACANCIES AND JOB POSTINGS

Section 1. Posting of Vacancies: All permanent vacancies covered by this Agreement will be posted for three (3) work days in each district building. A permanent vacancy is defined as one anticipated to last six (6) months or more. A permanent vacancy may be filled temporarily pending completion of posting and application procedures. Posting requirements shall not apply in situations of temporary vacancies (i.e., less than six months).

Section 2. Application for Vacancies: All employees under this agreement, including those on layoff status, may submit an application for any vacancy which is posted pursuant to this Article.

Section 3. Mailed Notice: An employee scheduled on vacation more than two (2) weeks at an interval or on layoff status will be given mailed notice of any posting during such vacation period or layoff period providing they make such request in advance of their vacation period or layoff period and, in any case, provide the Human Resources office with a self-addressed, stamped envelope for such purposes.

Section 4. Notice of Successful Appointment: Each internal applicant will be notified within ten (10) working days after a candidate has been selected for the vacancy.

Section 5. Filling of Vacancies:

Subd. 1: The position shall be filled by the School District with the best qualified candidate as determined by the School District. The School District reserves the right to fill any position with an outside applicant.

Subd. 2: The decision of the School District shall be final and binding and the parties agree that such decision shall not be subject to the grievance procedure.

Section 6. Supervisory Employee: Employees who leave this unit but remain in the employment of the School District will retain seniority accrued while a member of the unit, but will not accrue additional seniority until returning to the unit. Such accrued seniority rights may be exercised to return to the bargaining unit only if their non-unit position with the School District has been eliminated. Seniority shall mean the length of continuous service and shall be cumulative only within this bargaining unit. The sole exception to the foregoing shall be the employee returning to the former position during the six-month trial period in a new position.

Section 7. Union Notice: The District shall provide electronic notice to the Union Stewards of all posted vacancies within the unit. Once positions are filled, the District will provide notice of new hires to the Union Stewards, and access to meet with new hires in accordance with MN Stat. §179A.07.

ARTICLE X
SENIORITY

Section 1. Definition: Seniority “within classification” is defined as follows: for those employees hired prior to July 1, 2001, seniority is based on the years of experience within the job classification (i.e. Educational Assistants, Special Education Assistants/ELL Assistants, Early Learning Assistants, Kids’ Choice Program Assistants, and Early Learning Program Assistants), with seniority rights continuing within the individual classification after appointment to another position in the bargaining unit so long as there is not an interruption in district employment. Leaves approved by the School District shall not be considered an interruption in district employment.

For those employees hired on or after July 1, 2001, seniority is based on the date of hire within the job classification (i.e. Educational Assistants, Special Education Assistants/ELL Assistants, Early Learning Assistants, Kids' Choice Program Assistants, and Early Learning Program Assistants), with seniority rights terminating if the employee is no longer employed in the respective classification.

Effective July 1, 2019, the Student Support Assistant job classification was added to this contract. Seniority for employees hired into the Student Support Assistant position prior to July 1, 2019 will be based on the start date into the position. Seniority for employees hired after July 1, 2019 into this job classification will be based on start date into the position. Seniority terminates if the employee is no longer employed in the job classification.

Section 2. Recognition: The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reductions or increases in staffing or hours of employment, provided the employee is fully qualified to perform the duties and responsibilities of the position, as determined by the School District.

Section 3. Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and the seniority date shall relate back to the date of employment in the classification or the date of School Board approval, whichever comes first. If more than one employee is hired on the same date, seniority ranking shall be determined by the employee ID number with the lowest employee ID number having the greater seniority.

Section 4. Documentation: New employees shall receive written documentation of their original employment date within fifteen (15) working days of the date of School Board approval of their employment.

Section 5. Scheduling of Hours: When determining the number of scheduled hours, the School District shall assign hours according to seniority. An employee with the highest seniority ranking shall be offered the maximum number of hours available for the identified position. If the employee chooses to work less than the maximum number of hours available for the identified position, the maximum number of hours available shall be offered to the next employee with the most seniority. Hours available for positions shall be distributed according to seniority ranking until all available hours have been assigned.

Section 6. Reduction of Workforce/Layoff Application: A reduction of the work force shall be defined as the elimination of a job position or positions or the reduction of the yearly hours of a job position or positions. Upon receipt of a notice of layoff, an employee shall retain their seniority and right to recall within classification in seniority order for a period of two (2) calendar years, beginning with the effective date of layoff. In the event the School District reduces the education assistants work force within the School District, such layoff shall occur in reverse seniority order within classification.

Subd. 1. The School District shall identify the position(s) being terminated and/or reduced in hours. Notice of such layoffs or reduction in hours shall be given to the employees affected, on or before June 1 of each year. The designated Union representative will be notified by the School District with the names of any paraprofessional employees whose jobs are eliminated or have reduced hours within ten (10) calendar days of the action.

Subd. 2. The employee(s) whose position(s) are affected by reductions shall have the right to replace any less senior employee in the same classification provided the employee is qualified for the position selected, as determined by the School District. The replacement procedure shall be repeated until the employee with the least seniority is laid off or an employee waives their right of seniority in writing.

Section 7. Recall: Employees shall be recalled in inverse order of seniority within classification. Only employees who have completed their probationary period are eligible for recall. Employees who choose not to return shall be terminated from their employment in the respective classification with the School District, with no right of recall.

Subd. 1. Notice of Recall: Notice of recall shall be made by mail and email, to the last known address/email address on record in the Human Resources office of the employee being recalled. Response to the notice of recall must be made in writing to the Human Resources office within seven (7) calendar days, excluding legal holidays, after receipt of such notice. If the notice of recall cannot be delivered to the address on record, the employment of the employee may be terminated after seven (7) calendar days, excluding legal holidays, following the attempted delivery.

Subd. 2. Upon returning to a School District position, the employee shall be credited with the same number of years of service as at the time of layoff and shall be given credit on the seniority list for all years worked in the School District prior to layoff.

If an employee is recalled, the employee will be credited for the accumulated sick leave and vacation leave that the employee had when placed on layoff. If the employee is not recalled within the time limits provided by this Article, all sick leave and vacation leave shall be automatically canceled, and no payment will be made to the employee for such leave.

Subd. 3. Employees on a recall list shall be placed on a substitute assistant list. An employee placed on the substitute list shall not affect placement on the employee recall list.

Section 8. Establishment of Seniority List: A current seniority list shall be posted in all building locations, with a copy to the Exclusive Representative. The seniority list will be updated as of January 1 of each year and posted no later than March 1 of each year. Any employee whose name appears on the list and who disagrees with the findings of the School District relating to seniority shall have ten (10) working days following the date of the posting to appeal their placement to the Human Resources office. Any changes determined by the Director of Human Resources to be warranted will be made within ten (10) working days after the initial 10-day review period and a final list will then be posted, with a copy forwarded to the Exclusive Representative. The final list shall be binding on the School District and Exclusive Representative.

Section 9. Termination of Seniority Rights: All seniority rights under this article shall end upon termination of employment, resignation, or expiration of employees recall rights, whichever occurs first.

Section 10. Break in Service: A break in service is defined as a period of time of at least forty-five (45) workdays where the ESP is not employed by the district within the ESP bargaining unit. An ESP's seniority will terminate if the employee is separated for greater than forty-five (45) working days, and seniority will start over if the employee is rehired after the forty-five (45) day separation period.

ARTICLE XI **LEAVES OF ABSENCE**

Section 1. Eligibility: Unless otherwise indicated in other sections, benefits provided in this Article shall apply only to employees who are regularly employed at least twenty (20) hours per week during the school year (i.e., all student-contact days as established by the annual school calendar approved by the Board of Education) and such benefits shall not be provided to employees who are employed less than twenty (20) hours per week during the school year (i.e. all student-contact days as established by the annual school calendar approved by the Board of Education).

Section 2. Eligible Employees Working Two or More Positions Under This Agreement: Unless otherwise indicated in other sections, benefits provided in this Article shall apply only to employees who are regularly employed in the District for at least 174 days per fiscal year and at least thirty (30) hours per week. Employees who are regularly employed at least 174 days per fiscal year and twenty (20) to twenty-nine (29) hours per week, shall be eligible for the part-time benefits under this Agreement.

Section 3. Sick Leave:

Subd. 1. Sick Leave Eligibility: Employees working at least 1,044 hours qualify for the number of days as defined in Section 3, Subd. 2, of this Article. Employees working 720 hours to 1,044 hours earn five (5) days per fiscal year.

Subd. 2. Number of Days: All eligible employees shall earn twelve (12) days of paid sick leave in a full year of employment. Annual sick leave shall accrue monthly on a proportionate basis to the employee's work year. For purposes of this section, a month of service shall mean any month in which the employee is on pay status for at least twelve (12) days.

Subd. 3. Unused Days Accumulation: Unused sick leave days may accumulate to a maximum credit of 200 days of sick leave per employee. The yearly leave allowance, however, shall be in addition to the total accumulation.

Subd. 4. Earned Sick and Safe Time Memorandum of Understanding: The remainder of Section 3 is replaced by the Earned Sick and Safe Time Memorandum of Understanding (ESST MOU) found in Appendix B of the collective bargaining agreement. The effective date of the ESST MOU is July 1, 2024.

Subd. 5. Employee/Child/Family Illness: Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to the illness or injury of the employee, which has prevented their attendance at school and performance of duties on that day or days. In addition, sick leave with pay shall be allowed for reasonable periods whenever the absence of an employee (as defined in Minnesota Statutes section 181.940, subdivision 2, as amended) is found to have been due to the illness or injury of an individual listed in Minnesota Statutes section 181.9413(a), as amended. Absences related to the illness or injury of the employee or the employee's child (as defined in Minnesota Statutes sections 181.940, subdivision 4, and 181.9413(e), as amended) will be paid to the limit of the employee's accumulated sick leave. Absences related to any of the other individuals listed in Minnesota Statutes section 181.9413(a), as amended, will be paid to a limit of 160 hours in any 12-month period.

An employee not covered under Minnesota Statute section 181.940/181.9413(a), as amended may request to use up to five (5) days per year of accumulated and available sick leave for illness in the employee's immediate family. Immediate family (not including children) shall be defined as spouse, sibling, adult child, grandchildren, mother, father, mother-in-law or father-in-law, grandparent, or stepparent.

Subd. 6. Medical Certificate: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be advised within five (5) days of the end of the absence.

Subd. 7. Deduction of Days: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. If a holiday falls within the time an employee is on paid sick leave, that day shall not be counted against accumulated sick leave.

Subd. 8. Notification of Accrued Days: Each employee shall be notified on their paycheck the amount of accrued days. Upon termination of employment for any reason, all sick leave, current and cumulative, shall be immediately and automatically canceled, with full reimbursement provided to the School District for use of any unearned sick leave. If an employee is no longer eligible for sick leave based on the eligibility requirements provided in Section 11 of this Article, the amount of sick leave accrued at that point will not be lost and will be recorded in the Human Resources office; it will not, however, continue to be reported on their paycheck.

Section 4. Bereavement Leave:

Subd. 1. Number of days: All employees in the bargaining unit shall be granted up to five (5) paid days for absence because of death in the immediate family as defined in Minn Stat. § Sec. 181.9445. The five (5) days provided by the district are in addition to the employee's sick leave/ESST as provided for in Article XI, Section 3. Sick Leave.

Subd. 2. Additional leave: Under special circumstances, the School District may, in its discretion, grant additional leave under this section. Any additional bereavement leave days requested by the employee and approved by the district will be deducted from the employees sick leave/ESST accrued leave.

Subd. 3. Immediate family: For purposes of this subdivision, the immediate family shall be interpreted to include spouse, child, parent, spouse's parent, sister, brother, grandparent, spouse's grandparent, grandchild, daughter/son-in-law, and sister/brother-in-law. The family household shall be interpreted to include any member of the household currently making their home with the family.

Section 5. Personal Leave: Beginning July 1, 2010, with a minimum of three (3) days advance notice (or less in exceptional situations) and arrangement with the employee's supervisor and building principal, personal leave will be available to each employee on the following basis:

Subd. 1. Number of days: All employees contracted for a minimum of 1,044 hours shall be eligible for two (2) personal leave days and employees contracted for 720 to 1,044 hours shall be eligible for one (1) personal leave day.

Subd. 2. Accrual: Unused personal leave will accumulate to a maximum of five (5) days per employee.

Subd. 3. Deduction of days: Personal leave will not be deducted from sick leave.

Subd. 4 Restrictions: No more than three (3) employees from each school shall be permitted to be on leave at any one time. The administration shall give priority to such requests in the order submitted. Personal leave may not be taken during the first six (6) or the last six (6) contract days of the school year. Personal leave may not be requested until it is earned. Exceptions to these restrictions may be made by written approval of the superintendent or their designee.

Section 6. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 7. Worker's Compensation:

Subd. 1. Rate of pay: Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave according to the pro-rata portion of days of sick leave which is used to supplement the Worker's Compensation benefit.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability or until the employee's accumulated sick leave is exhausted. The deduction from the employee's accumulated sick leave shall be an amount necessary to equal the difference between Workers' Compensation benefits and the employee's regular daily rate of pay.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 8. Family Leave: Upon the request of an employee, the School District may grant family leave with pay for up to five (5) days per school year. Such leave shall be in accordance with the following provisions:

Subd. 1. Qualifying situations: Such leave shall be granted to an employee for the birth, adoption or foster placement of a child, or for the care of a spouse, child or parent who has a serious health condition. The decision on whether a "serious health condition" exists will be based on the Department of Labor definition contained in federal regulations implementing the Family and Medical Leave Act (29 CFR 825.114) and all related legal interpretations.

Subd. 2. Time limitations: For birth, adoption or foster placement of a child, such leave must be used within ninety (90) calendar days of the birth, adoption or foster placement.

Subd. 3. Medical verification: If such leave is being requested to care for a seriously ill family member, the employee may be required to provide the School District with medical verification of that serious illness.

Subd. 4. Accumulation: Such leave shall be non-accumulative and independent of sick leave accumulation and usage.

Section 9. Unpaid Leave: All employees who have completed at least one year of employment are eligible for up to five (5) days of unpaid leave per year at the discretion of the School District. Requests for unpaid leave must be submitted to Human Resources at least three (3) days in advance except in cases of emergency. The request shall state the reason for the proposed leave. Probationary employees are not eligible for unpaid leave time. The District reserves the right to provide limited unpaid leave to probationary employees for verified medical, safety or emergencies; however, no unpaid time will be provided for vacations or other types of casual leave.

Subd. 1. Additional unpaid leave: Under special circumstances, the School District may, at its discretion, grant additional leave under this section. All benefits will be prorated based on the employee's permanently scheduled workdays.

Section 10. Unpaid Personal Leave: All employees who have completed at least one (1) year of employment are eligible for an unpaid personal leave for up to one calendar year at the discretion of the School District. Seniority rights are maintained when an employee is on personal leave, but no additional seniority accrues during this time. An employee on leave of absence under this Section must notify the human resources office in writing by March 1 of their intention to return. Failure to provide the required notification may result in termination of employment.

Section 11. Paid Vacation:

Subd. 1. This subdivision applies to paid vacation effective July 1, 2022.

- 1) Employees whose assignment is twelve (12) months per year and who are regularly employed less than nineteen hours and forty-five minutes (19.75) hours per week during the school year (all student contact days as established by the annual school calendar approved by the Board of Education) are eligible to receive sixteen (16) hours paid vacation per school year.
- 2) Employees whose assignment is twelve (12) months per year and who are regularly employed twenty (20) hours or more per week during the school year (all student contact days as established by the annual school calendar approved by the Board of Education) are eligible for paid vacation days based on completed years of service in the unit. Vacation days are translated into hours based on student-contact day hours in the 12-month position during the school year. Eligible employees under this section shall accrue vacation as follows:

<u>*Completed Years of Service:</u>	<u># of Days</u>
0 to 4 years	10
5 years	12
6 years	13
7 years	14
8 years	15
9 years	16
10 years	17
11 years	18
12-14 years	19
15 years	20
16 years	21
17 years	22
18 years	23
19 years	24
20+ years	25

*A completed year of service is defined as at least 60 worked student contact days during a school year. Use of any unpaid leave time is not counted as a “worked student contact day.”

- 3) Vacation anniversary date for the School District shall be as of July 1 each year. Eligible employees, who start after July 1, will receive a prorated share of vacation hours for that contract year.
- 4) Vacation may be taken on a year-round basis subject to the approval by the supervisor.
- 5) Employees who terminate or become ineligible to receive vacation will be paid for accrued and unused vacation at the time of termination or ineligibility at the current hourly rate of pay.
- 6) Employees may carry over up to forty (40) hours of vacation into the following contract year.

Section 12. Medical Leave: An employee who has completed the probationary period and who is unable to perform duties because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation shall, upon request, be granted a medical leave of absence, without pay, for up to twelve (12) months. A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities. The School District may, in its discretion, renew such a leave, and request for renewal shall also be accompanied by a written doctor's statement.

An employee on leave of absence under this section shall retain such amounts of experience credit for seniority, pay purposes, and other accrued benefits, if any, which the employee had accrued at the time the employee went on leave for use upon return from leave. No additional experience credit for seniority, pay purposes, or other benefits shall accrue for the period of time when an employee is on leave under this section.

Subd. 1. Extension of Leave: A leave of absence for disabling injury or illness will not be extended beyond twelve (12) months unless there is positive evidence supported by medical opinion that the employee will be able to return to active employment within a reasonable period of time.

Subd. 2. Termination: At the expiration of the twelve-month leave of absence for disability, the employee's employment will be terminated if the disability still exists and the leave has not been extended.

Section 13. Experience Credit: Unless otherwise indicated, an employee on approved leave pursuant to this Article shall retain and continue to accrue experience credit for seniority, pay purposes, and accrued benefits during such leave of absence.

ARTICLE XII **HOLIDAYS**

Section 1. Eligibility: In order to be eligible for holiday pay, an employee must: (a) have been scheduled to work that day, and (b) have worked their regularly scheduled workday before and after the holiday unless the employee is on paid leave.

Section 2. Eligible Employees: Benefits provided in this Article shall apply only to employees who are regularly employed at least twenty (20) hours per week during the school year (i.e. all student-contact days as established by the annual school calendar approved by the Board of Education) and such benefits shall not be provided to employees who are employed less than twenty (20) hours per week during the school year (i.e. all student-contact days as established by the annual school calendar approved by the Board of Education).

Section 3. Eligible Employees Working Two or More Positions Under This Agreement: Employees who are regularly employed in the District for at least 174 days per fiscal year and at least thirty (30) hours per week, shall be eligible for benefits under this Agreement. Employees who are regularly employed at least 174 days per fiscal year and twenty (20) to twenty-nine (29) hours per week, shall be eligible for the part-time benefits under this Agreement.

Section 4. Paid Holidays: Twelve (12) month employees shall be granted twelve (12) paid holidays per year pursuant to the school calendar as established by the School District. Employees who are regularly employed less than twelve (12) months per year but at least twenty (20) hours per week during the school year (i.e. all student-contact days as established by the annual school calendar approved by the Board of Education) and are eligible under this Article shall be granted five (5) paid holidays each year.

Section 5. Holiday Schedule: The holiday schedule will be posted in advance for the coming year.

Section 6. Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

Section 7. School in Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any contractual holiday which falls within an employee's vacation period shall not be counted as a vacation day.

ARTICLE XIII **PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE**

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee, and during this probationary period, the employee shall not have recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of this Agreement alleged to have been violated. ESPs who are on an approved district leave during their probationary period will serve an additional month of probation for each month of leave where more than 12 days are missed due to the leave of absence. ESPs must work 12 days in a month for the month to count toward probation.

Subd. 1. Change of Position/Classification: In addition to the initial probationary period, an employee appointed by the school board to a different position/classification shall serve a new probationary period of six (6) months in any such new position/classification. During this probationary period, if it is determined by the School District that the employee's performance in the new position/classification is unsatisfactory, the School District shall have the right to reassign the employee to the former position/classification, with the employee retaining their original seniority ranking.

Subd. 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined, shall have access to the grievance procedure.

Section 2. Discipline; Purpose: The purpose of this section is to set forth the procedures for, and the conditions under which employees may be disciplined. Employees shall have the right to have a union representative present at any meeting, which may lead or will lead to disciplinary action. Employees may also have a union representative at any stage of the discipline procedure. Discipline shall normally occur in the following sequence:

Subd. 1. Oral Reprimand: An oral reprimand shall be done in such a way that the employee will not be embarrassed before colleagues, other employees, students or the public. An oral reprimand shall be identified as such at the time it is given and may be documented in writing.

Subd. 2. Written Reprimand: A written reprimand shall be presented to the employee, in person, at a meeting called for that purpose. The Exclusive Representative shall attend the meeting unless the employee, in writing, waives the right. A copy of the waiver shall be furnished to the Exclusive Representative. A copy of the written reprimand shall be given to the employee prior to having said reprimand placed in the employee's personnel file.

Subd. 3. Suspension Without Pay: The School District shall notify the employee in writing of the specific reason(s) for the suspension at a meeting called for this purpose. The Exclusive Representative shall attend the meeting unless the employee, in writing, waives the right. A copy of the waiver shall be furnished to the Exclusive Representative. Suspensions shall be for a reasonable amount of time.

Subd. 4. Discharge: No employee shall be terminated without just cause and due process, including written notice of the basis for the termination.

Section 3. Personnel File: Each employee shall be promptly furnished with a copy of all disciplinary materials entered into their permanent personnel file. The employee shall have the opportunity to date and sign disciplinary documents placed in their file acknowledging receipt of said documents. By signing, the employee is not agreeing to the contents of the disciplinary documents. An employee has the right to attach a written response to any relevant documents. Any investigation, which does not result in disciplinary action, shall not become part of the personnel file.

ARTICLE XIV **GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative: The employee, administrator, or School District may be represented during any step of the procedure by any person or agent designated by the parties to this Agreement to act on their behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The date of the act, event, or default shall be that date upon which the grievant knew or should have known of the events or conditions on which it is based.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein 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.

Subd. 5. Levels and Waivers: Through mutual agreement of the grievant, the representative of the grievant, and the School District's designee, any level of this procedure may be waived.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) business days after the date of the 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 or the grievant's representative, and the School District's designee. If the School District fails to provide notice of the School District designee for this procedure, any notice required by the grievance procedure may be served on the Superintendent.

Section 5. Resolution of Grievance: The parties shall attempt to resolve all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) business 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 of schools, or their designee, provided such appeal is made in writing within ten (10) business days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent or their designee, the superintendent or their designee shall set a time to meet regarding the grievance within ten (10) business days after receipt of the appeal. Within ten (10) business days after the meeting, the superintendent or their designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure at the request of the grievant (or the grievant's representative) or at its own discretion provided the school board or its representative notify the parties of its intention to review within ten (10) business days after the decision in Level I or Level II has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to affirm, reverse or modify such decision and at the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision within ten (10) business days.

Section 7. Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein 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 District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Notice: A decision to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such notice must be filed in the office of the superintendent or their designee within ten (10) business days following the decision in Level II or within ten (10) business days after the decision of the school board if the school board reviews a decision pursuant to Section 6 of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) business 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 Bureau of Mediation Services to provide a list of seven arbitrators pursuant to the PELRA providing such request is made within twenty (20) business days after the request for arbitration. The request shall ask that the list be provided promptly.

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

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) business days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

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 shall be made of the hearing at the request of either party, with the party requesting the transcript or recording being responsible for paying its cost. However, the party ordering a copy of the transcript shall pay for such copy. The parties shall share equally the fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator 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 herein 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 herein.

Section 9. Grievance Form: A form which must be used for filing of grievances, provided herein as Attachment A, shall be provided by the School District. Such form shall be readily accessible in all school buildings.

Section 10. 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 form as outlined herein, the employee shall waive their 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. In addition, this section shall not apply to any situation in which its application constitutes unlawful retaliation or reprisal.

ARTICLE XV

403(b) MATCHING CONTRIBUTION PROGRAM

Section 1. Eligibility: The 403(b) matching program will be available to all employees represented by this Agreement who are regularly employed by the School District. Employees are eligible to participate on the date of hire.

Section 2. Participation: Participation in the 403(b) matching program is optional. The School District will provide enrollment/change forms for employees to authorize their contributions. If an employee elects to participate, such participation is for the entire fiscal year (July 1 - June 30). The School District will match employee contributions up to 2.5% of the employee's regular salary beginning after ratification of the 2023-25 agreement.

District contributions to the 403(b) matching program will be made up to \$2,000 annually and a lifetime maximum of \$25,000. Employees may defer an additional unmatched amount of their compensation to the 403(b) program or to any other TSA approved by the School District and permissible by law. Employees are advised to seek advice from a qualified tax advisor or financial planner to ensure they meet permissible guidelines.

Section 3. Claims Against the School District: The parties agree that any description of benefits contained in the Agreement is intended to be informational only and the management of the contributed funds is the responsibility of the company selected by the employee. It is further understood that the School District's only obligation is to make contributions as specified in the Agreement and that no other claim shall be made against the School District pursuant to the 403(b) matching program.

ARTICLE XVI **MISCELLANEOUS**

Section 1. Use of District Facilities: The Exclusive Representative shall be permitted the use of school property at reasonable times, paying the reasonable cost usually charged by the School District for such use, provided, however, that this shall not interfere with or interrupt normal school operations. The Exclusive Representative shall have the right to place official notices and matters of concern to employees on designated school bulletin boards and in employee mailboxes.

Section 2. Jury Duty Pay: An employee who is called for jury duty will be reimbursed for the difference between the amount paid for such services and their straight time hourly rate for regularly scheduled hours for work during the period of service. Employees will be expected to report for their regular duties when temporarily excused from attendance at court. Such employees shall not suffer any loss of seniority during such absence.

Section 3. Automobile: Employees will not be required to provide their own transportation while on official business for the employer. An allowance set by the School District shall be no less than the current mileage rate (as established by the Internal Revenue Service) for authorized use of personal cars in connection with School District business.

Section 4. Tax Sheltered Annuity: The School District will continue to make available to employees the tax sheltered annuity program pursuant to Minnesota Law and School District policy.

Section 5. New Positions: In the event the School District creates new positions in the appropriate unit that are not covered by the present classification structure in the Agreement, prior to establishing the position, the School District shall indicate to the Exclusive Representative the proposed classification and structure of the position. In the event of disagreement, the Exclusive Representative shall have the right to meet and negotiate pursuant to the PELRA on the terms and conditions of employment for such position. For purposes of this provision, in the event of impasse, the impasse procedures of the PELRA may be utilized.

Section 6. Job Descriptions: The School District will develop and maintain current job descriptions.

Section 7. Pay Days: Salary payments will be made in accordance with the School District's payroll policy. However, if the policy should propose a significant change in the salary payment schedule, the parties agree to discuss modification of this provision through the meet and confer process.

Section 8. Retroactivity: Retroactive pay shall be made to all employees covered by this Agreement, including those on layoff or leave status, and those who retired from the district during the new contract cycle. The following will not receive retroactive pay: employees terminated for cause and employees who resign from the district prior to ratification, thereby waiving their right to retroactive pay.

Section 9. Activity Pass: All full-time employees covered by this agreement shall be admitted free of charge with their District-issued identification badge, along with a guest, to South St. Paul regular-season student activities (at home), excluding theatre performances.

Section 10. Publishing: The School District shall post this Agreement on the district website and shall provide each new employee with a copy during orientation.

Section 11. Paraprofessional Credential: Employees who attain the Paraprofessional Credential through the Minnesota Board of Teaching are eligible to receive a \$200 stipend each school year. Documentation must be submitted to Human Resources by May 15. Payment of stipend will be made the last pay period of the current school year.

ARTICLE XVII
DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for the period commencing July 1, 2023, through June 30, 2025, and thereafter under modifications made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2025.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except if mutually agreed by the parties.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

For _____
Education Minnesota
South St. Paul Educational Support
Professionals Local No. 7312

Candice Evans
President

Ashley Mary
Negotiations Representative

1-28-25
Date

For _____
South St. Paul Public Schools
Special School District No. 6
South St. Paul, MN 55075

[Signature]
School Board Chair

[Signature]
School Board Secretary-Clerk

[Signature]
Director of Human Resources

1/13/25
Date

APPENDIX A
GRIEVANCE REPORT FORM

Education Minnesota
South St. Paul Educational Support Professionals
Local #7312

Name: _____ Building: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____

Signature of Grievant

Copies to: Superintendent
Supervisor
Director of Human Resources
Exclusive Representative

APPENDIX B

MEMORANDUM OF AGREEMENT REGARDING EARNED SICK AND SAFE LEAVE

WHEREAS, South St. Paul Educational Support Professionals Local No. 7312 ("Union") is the exclusive representative for the educational support professionals employed by South St. Paul Public Schools, Special School District No. 6 ("District");

WHEREAS, the District and the Union are parties to a collective bargaining agreement ("CBA") for the period of July 1, 2023 through June 30, 2025;

WHEREAS, Article XI, Section 1 of the CBA outlines how educational support professionals earn and use sick leave;

WHEREAS, effective January 1, 2024, Minnesota's earned sick and safe time law requires employers to provide paid leave to employees who work in the state consistent with Minnesota Statutes sections 181.9445 through 181.9448; and

WHEREAS, the purpose of this Agreement is to document the District's and the Union's agreement with respect to earned sick and safe time in relation to Article XI, Section 1 of the CBA.

NOW THEREFORE, the District and the Union agree as follows:

1. **Advanced and earned.** For both 10 and 12 month educational support professionals, advanced ESST days are advanced by the District at the beginning of the school year and actually earned over the course of the school year.
2. **Earned Sick and Safe Time Required by Law.** All, or a of portion of, in accordance with the law, the sick leave days provided to educational support professionals at the beginning of the school year pursuant to Article XI, Section 3, Subdivision 2, will be designated by the District as earned sick Sand safe time ("ESST") required by Minnesota Statutes sections 181.9445 through 181.9448, as amended, and advanced to educational support professionals before it is earned over the course of the school year as follows:
 - a. **10 & 12 Month Educational Support Professionals.** For full-time, 10 and 12 month educational support professionals, the sick leave advanced by the District at the beginning of the school year will be designated as ESST hours.
 - b. **Part-time Educational Support Professionals.** For part-time educational support professionals, the District will prorate the contractual amount of sick leave advanced each year based on the educational support professional's FTE as a percentage of a full 1.0 assignment. A part-time educational support professional's ESST designated leave will be equal to

the number of sick leave hours advanced. A part-time educational support professional who works at least 80 hours per school year, will earn at least one (1) hour of advanced ESST time for every thirty (30) hours the educational support professional actually works over the course of the school year. If a part-time educational support professional accepts a position with increased hours over the course of the school year, the District will adjust the educational support professional's advanced ESST-designated leave and advance additional ESST time to the extent necessary to ensure the educational support professional will earn the minimum amount of ESST time required by law.

- c. **Use of ESST.** ESST-designated hours provided pursuant to this paragraph 2 may be used for any ESST-qualifying reason outlined in Minnesota Statutes section 181.9447, as amended.

In the event the District's procedure for advancing sick leave results in a situation where an educational support professional has not been advanced sufficient leave to meet the minimum statutory requirements for accruing earned sick and safe time in one year, the educational support professional will be allowed to use leave in the educational support professional's accumulated sick leave bank for the purposes outlined in Minnesota Statutes section 181.9447 only to the extent necessary to comply with the minimum standards set forth by law.

- d. **Advance Notice.** The District requires educational support professionals to provide seven (7) day notice when the need for ESST is foreseeable. ESST use for a foreseeable absence without proper notice, may be denied. If the need is unforeseeable, the District requires notice of the educational support professional's need for ESST as soon as practicable. The educational support professional must notify their immediate supervisor by email, and enter their absence into all applicable absence systems immediately to allow for the maximum amount of time to secure a substitute and/or to allow for the District to plan for the absence.
- e. **Year measurement.** The year the District uses to measure ESST compliance will run from July 1 to June 30.
- f. **Early separation.** An educational support professional who separates from employment prior to the end of the school year will be required to pay back any used, but unearned ESST- designated leave. The District may recover the amount owed by the educational support professional through payroll deduction.
- g. **Accumulation of ESST.** Accumulation of ESST hours provided pursuant to this MOA will not exceed eighty (80) hours in a single year. An

educational support professional may carry over unused ESST hours from one year to the next up to a maximum accumulation of eighty (80) hours.

3. **Medical Certificate.** Article XI, Section 3, Subdivision 5, of the CBA is modified as follows:

To the extent provided by law, the School District may require an educational support professional to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the educational support professional will be so advised, the employee will be so advised within five (5) days of the end of the absence.

4. **Duration.** This Agreement will remain in effect for the duration of the CBA and will automatically sunset when a successor agreement to the CBA is ratified by both parties.
5. **Plan Modification:** The District reserves the right to modify its plan for how ESST will be implemented for educational support professionals. Before making any changes to the plan stated herein; thereby modifying this MOU, the District will first meet & confer with the Union to share the plan and timeline for any changes.

SOUTH ST. PAUL EDUCATIONAL SUPPORT
PROFESSIONALS, LOCAL #7312

Date: 1-28-25


by 
President- Candice Evanoff

SOUTH ST. PAUL PUBLIC SCHOOLS

Date: _____

by 
School Board Chair

Date: 2/5/25

by 
School Board Clerk

APPENDIX C

MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH ST. PAUL PUBLIC SCHOOLS SPECIAL SCHOOL DISTRICT NO. 6 AND EDUCATION MINNESOTA SOUTH ST. PAUL EDUCATIONAL SUPPORT PROFESSIONALS, LOCAL NO. 7312

TOPIC: **Highly Qualified Requirement**

EFFECTIVE DATE: **Upon Signing**

The following contains the full text of the Memorandum of Understanding (MOU) between South Saint Paul Public Schools Special School District No. 6 ("District"), Education Minnesota South St. Paul Educational Support Professionals Local No. 7312, ("Union"), relating to the federal requirement to have all Educational Support Professionals (ESPs) whose positions are funded with state or federal special education dollars or who are an instructional support paraprofessional in a school with an ESEA Title I program, to be deemed "highly qualified" and eligible for employment in this assignment.

Section 1. Purpose: The purpose of this agreement is to state the intent and agreements between the parties regarding the federal requirement noted above, and the terms of employment associated with meeting this federal requirement.

Section 2. Conditions: The parties acknowledge and agree to the following:

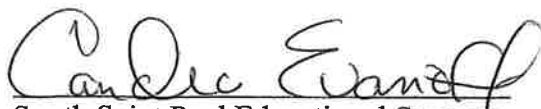
1. The District will comply with the federal requirement that all ESPs whose positions are funded with state or federal special education dollars or who are an instructional support paraprofessional in a school with an ESEA Title I program, will be "highly qualified." The District will identify all ESPs who currently meet the highly qualified status and those who do not.
2. All Special Education Educational Support Professionals and instructional support paraprofessionals in a school with an ESEA Title I program hired on or after July 1, 2024, must either be highly qualified according to the qualifications as established by the Minnesota Department of Education upon hire, or become highly qualified by successfully completing one of the two assessments noted above within the first fifteen (15) workdays of employment.

3. In order for an ESP to be eligible to meet the “highly qualified status” the ESP must meet one of the following requirements:
 - At least two years of college credits (usually 60 credits if earned in Minnesota) through an accredited institution of higher education; or
 - An associate’s degree or higher; or
 - A passing score on an approved, formal assessment (see below) demonstrating the knowledge and ability to assist with instruction in reading/language arts, writing, mathematics or readiness for each.
4. For the third option, two state-approved assessments are available through most and some school districts:
 - The Paraeducator Assessments require in Minnesota passing scores of 65% for the Instructional Support test and 70% for the Knowledge and Application test.
 - The ParaPro assessment requires a combined Minnesota passing score of 460.
5. All Special Education Educational Support Professionals hired before July 1, 2024, will be provided with the opportunity by the District to complete the necessary assessment to become highly qualified before June 12, 2025. During scheduled testing events outside the ESPs regular workday, the District will compensate ESPs up to two (2) hours, on the ESPs first assessment attempt, for their time to take the Paraeducator Assessment on one (1) of the proctored assessment days established by the District. The District will provide opportunities to complete this professional development during the ESPs regular workday on multiple dates throughout the 2024-25 school year. These dates will be communicated to ESPs who need to become highly qualified at least two (2) times during the 2024-25 school year.

Section 3. Employment: The district is not permitted by the state to employ non-highly qualified ESPs in positions that are funded by state and federal dollars; therefore, employment will be terminated at the end of the 2024-25 school year for any ESP who is not deemed highly qualified by that date. The District will provide at least two (2) notices via email to ESPs who need to complete this certification prior to releasing the employee from employment in the district. Failure to become highly certified within the first fifteen (15) workdays of employment will result in termination of employment.

This MOU shall set no precedent between the parties. Any conflicts regarding this agreement will be handled through the grievance process in the collective bargaining agreement.

By signing below, the parties agree to the terms of this MOU:



South Saint Paul Educational Support
Professionals, Local No. 7312

1-28-25

Date



Human Resource Director

1/30/25

Date

APPENDIX D

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH ST. PAUL PUBLIC SCHOOLS SPECIAL SCHOOL DISTRICT NO. 6
AND
EDUCATION MINNESOTA SOUTH ST. PAUL EDUCATIONAL SUPPORT
PROFESSIONALS, LOCAL NO. 7312

TOPIC: ESP Professional Development

EFFECTIVE DATE: Upon Signing

The following contains the full text of the Memorandum of Understanding (MOU) between South Saint Paul Public Schools Special School District No. 6 ("District"), Education Minnesota South St. Paul Educational Support Professionals Local No. 7312, ("Union"), relating to the state requirement for Educational Support Professionals (ESPs) working with District.

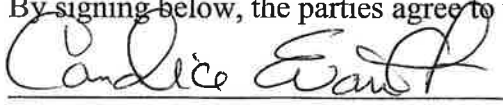
Section 1. Purpose: The purpose of this agreement is to state the intent and agreements between the parties regarding the state requirement noted above, and the terms of employment associated with meeting this state requirement.

Section 2. Conditions: The parties acknowledge and agree to the following:

1. The District will provide the following professional development for ESPs within 60 days of an employee starting work as a paraprofessional, ESPs will be provided with at least eight (8) hours of paid professional development with at least six (6) hours completed before the first instructional day working solo with students or within 30 workdays of being hired by the district. The professional development provided will be in accordance with Minnesota Statutes, section 121A.642, and Minnesota Statutes, section 120B.363, subdivision 3.

This MOU shall set no precedent between the parties. Any conflicts regarding this agreement will be handled through the grievance process in the collective bargaining agreement.

By signing below, the parties agree to the terms of this MOU:


South Saint Paul Educational Support
Professionals, Local No. 7312


Human Resource Director

1-28-25

Date

1/30/25

Date

APPENDIX E

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH ST. PAUL PUBLIC SCHOOLS SPECIAL SCHOOL DISTRICT NO. 6
AND
EDUCATION MINNESOTA SOUTH ST. PAUL EDUCATIONAL SUPPORT
PROFESSIONALS, LOCAL NO. 7312**

TOPIC: Temporary Staffing for Educational Support Professional Positions

EFFECTIVE DATE: Upon Signing

The following contains the full text of the Memorandum of Understanding (MOU) between South Saint Paul Public Schools Special School District No. 6 ("District"), Education Minnesota South St. Paul Educational Support Professionals Local No. 7312, ("Union"), relating to a title and classification change within the unit.

Section 1. Purpose: The purpose of this agreement is to state the intent and agreements behind the District hiring temporary Educational Support Professionals for open positions.

Section 2. Conditions: The parties acknowledge and agree to the following: apply:

1. The District will seek out and employ temporary Educational Support Professionals (ESPs) from staffing agencies to fill vacant positions to ensure proper staffing, meeting the needs of the students while also providing proper support for other staff.
2. The District will employ a temporary ESP for no more than sixty-seven workdays before filling the vacant position with a regular staff member. In the event a regular, qualified staff member is not employed within the first thirty (30) days, the District will notify the Union of intent to continue the temporary ESP up to the maximum time of sixty-seven (67) working days.


This MOU shall set no precedent between the parties. Any conflicts regarding this agreement will be handled through the grievance process in the collective bargaining agreement.

By signing below, the parties agree to the terms of this MOU:


South Saint Paul Educational Support
Professionals, Local No. 7312

1-28-25

Date


Human Resource Director

1/30/25
Date