

**AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT NO. 51**

**AND**

**NON-CERTIFIED EDUCATION ASSISTANTS**

**2023-2025**

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## **ARTICLE I : PURPOSE**

### **Section 1. Parties**

THIS AGREEMENT is entered into between Independent School District No. 51, Foley, Minnesota, hereinafter referred to as the District or School District, and the Foley Education Assistants AFT Local 6037, 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 assistant employees.

## **ARTICLE : RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

### **Section 1. Recognition**

In accordance with the PELRA, the School District recognizes Foley Education Assistants AFT Local 6037 as the exclusive representative for education assistant employees 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.

### **Section 2. Appropriate Unit**

The exclusive representative shall represent all such employees of the 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, in Case # 98-PCE-809 dated February 3, 1998.

## **ARTICLE II: DEFINITIONS**

### **Section 1. Terms and Conditions of Employment**

The term "terms and conditions of employment" means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of the PELRA.

### **Section 2. Description of Appropriate Unit**

For purposes of this Agreement, the term employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, 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, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year and emergency employees.

### **Section 3. School District**

For purposes of administering this Agreement, the terms "School District" or "District" shall mean the School Board or its designated representative.

### **Section 4. Exclusive Representative**

For purposes of administering this Agreement, the term "exclusive representative" shall mean the Foley Education Assistants, AFT Local 6037, or its designated representative.

#### Section 5. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

#### Section 6. Employee Day

Shall be defined as an employee's contracted week divided by five.

### **ARTICLE III : SCHOOL BOARD 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.

#### Section 2. Management Responsibilities

The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation 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 prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative recognizes that all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules regulations and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

#### Section 4. Reservation of Managerial Rights

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

## ARTICLE IV : EMPLOYEE RIGHTS

### Section 1. Right to Views

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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.

#### Subd. 1 Access to membership lists

By October 1 of each school year, the District shall provide in electronic form to the Union the names, addresses, telephone numbers, e-mail address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a quarterly basis or on request, the District shall provide the Union with a current bargaining list. Such requests shall be filled within five days.

### Section 2. Request for Dues Check Off

The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in equal installments, during the period provided in said authorization.

### Section 3. New Hires

A new employee shall receive a written job description listing duties and needed qualifications at the time of employment, and a written statement, indicating beginning hourly rate of pay.

### Section 4. Distribution of Agreement

The District shall give a copy of this Agreement to each new employee on or before the first day of employment.

### Section 5. Evaluation

Educational assistants will be evaluated at least once every three years. The form will be jointly agreed to by the Educational Assistants and the school district. The directing teacher, (case manager or the Title One Lead teacher), who works with the educational assistant for the majority of the work day will gather for the building principal or supervisor information for an evaluation report and the principal shall be responsible for the information on the evaluation form. The details are found in the Educational Assistants Growth and Evaluation Plan.

Section 6. Mediation

Up to the number of members who are officers or agents of the Non-Certified Educational Assistants AFT Local 6037 who are required to attend mediation sessions during the normal work day by the Bureau of Mediation Services shall not have his/her salary deducted and the District shall be responsible for payment of the Educational Assistants' substitutes for up to two days of mediation.

**ARTICLE V : RATES OF PAY**

Section 1. Wages

The wages and salaries reflected in Schedules A attached hereto shall be a part of the Agreement for the 2023-2024 and 2024-2025 school years. Beginning July 1<sup>st</sup> 2016, All Educational Assistants will be paid as hourly employees.

Section 2. Duration

During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into

Section 3. Step Movement

Employees hired before January 1 shall move to the next step on July 1. Employees hired January 1 or after shall move to the next step on July 1 of the following year. Employees may combine hours of employment between playground/cafeteria and classroom/instructional/computer for benefit and step purposes

Section 4. Interpreters

The District may pay employees above Schedules A for Interpreters. The District shall inform Local 6037 whenever the District pays Local 6037 eligible employees above Schedules A.

Section 5. Personal Vehicle

Any employee who is required to use his/her personal vehicle shall receive mileage at the current IRS rate.

Section 6. Substitution Hours

Employees who substitute outside of their regular scheduled hours shall be paid at their regular rate of pay.

**ARTICLE VII : GROUP INSURANCE**

Section 1. Selection of Carrier

The selection of the insurance carrier and policy shall be made by the School District as provided by law.



## Section 2. Health and Hospitalization/Life Coverage

The School District shall contribute a sum of not to exceed \$7,000 for the 2023-2024; and \$8,000 for the 2024-2025 year toward the premium for individual and family health and hospitalization insurance coverage for each full time employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization insurance plan. The District allows high deductible overages contributed to an HSA or VEBA account. High deductible overages will be defined as the difference between the amount the District contributes and the cost of high deductible premiums. This amount will be capped at \$500 per year.

The school board shall also provide the employee with a \$25,000 life insurance policy. Any additional cost of the premiums shall be borne by the employee and paid by payroll deduction.

## Section 3. Long-term Disability

The District shall contribute the full cost of the premium for long-term disability insurance under the District Group Long-Term Disability for full time employees.

## Section 4. Claims against the School District

It is 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 5. Duration of Insurance Contribution

An employee is eligible for School District contribution as provided in this Article as long as the employee is employed and on paid status by the School District. Upon termination of employment, all district contributions shall cease.

# **ARTICLE VIII : LEAVES OF ABSENCE**

## Section 1. Sick Leave

### Subd. 1 Rate of Earning Sick Leave

An employee shall earn sick leave at the rate of one (1) day per month of service in the employ of the School District. In addition, Education Assistants may earn a pro-rata amount of sick leave based on five percent (5%) of his/ her contracted summer school hours. At the beginning of each school year, an employee shall be credited with nine days of sick leave allowance. Of that leave, 48 hours may be used as Earned Sick and Safe Leave as defined by MN State Statutes 181.940 et.seq. Should an employee who has used sick leave in excess of actual amount earned find it necessary to leave the school system prior to the end of the term, the excess number of days shall be deducted from the final paycheck of the school year.

### Subd. 2 Accumulation

Unused sick leave days may accumulate to a maximum of 715 hours of sick leave per employee. When an employee accumulates 80 or more hours of Earned Sick and Safe Leave, the excess will be added to the employee's accumulated sick leave. Employees who accumulate 275 hours of sick leave may sell back 20 hours per year.

### Subd. 3 Allowed Uses

Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented attendance at school and performances of duties on that day or days. Pursuant to Minn. Stat. § 181.9413, an employee who performs services for at least 12 consecutive months preceding the request may use sick leave for absences due to an illness of or injury to the employee's child, legal guardianship adult, spouse, parent, sibling, mother-in-law, father-in-law, grandchild, grandparent, or stepparent for such reasonable periods as the employee's attendance may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury.

The Board will comply with the Earned Sick and Safe Time (ESST) requirements stated in MN Statutes 181.9445- 181.9448 as allowable uses of ESST.

### Subd. 4 Medical Certificate Requirements

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. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

### Subd. 5 Sick Leave Deductions

Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

### Subd. 6 Approval upon Submission of Request

Sick leave pay shall be approved only upon submission of a signed request upon the established district procedure.

### Subd. 7 Pregnancy and Child Care Leave

Sick leave may be utilized during the period of physical disability resulting from a condition of pregnancy. The employee shall provide the School District with a physician's statement certifying the dates of disability. An unpaid leave for child care purposes may be granted at the discretion of the School District.

## Section 2. Serious Illness/Bereavement Leave

### Subd. 1 Specifications of Use, Associated Deductions

Death in the Family: A leave of absence without loss of pay not to exceed five (5) days per contractual year shall be granted for the death of the employee's spouse, domestic partner, parent, spouse's parent, child or spouse's child. Under unusual circumstances, the Superintendent may at his/her discretion grant a reasonable extension of such leave. This leave shall not be deducted from sick leave.

One day (up to (3) days per year) shall be granted to be used for the death of a friend or other relative not listed above and will be deducted from sick leave.

### Section 3. Other Short Term Leaves of Absence

#### Subd. 1 Death or Serious Illness of Other Relative or Close Friend

A leave of absence may be granted at the sole and exclusive discretion of the superintendent in the event of death or serious illness of any other relative or close friend. Such leave shall be deducted from sick leave.

#### Subd. 2 Absence of Accrued Sick Leave

In the absence of accrued sick leave, the cost of the substitute engaged for such leave of absence shall be deducted from the employee's salary, provided, however, that when such leave of absence shall be for less than one full day, and satisfactory arrangements for the care of such employee's work can be made with other employees, no salary deductions shall be made.

### Section 4. Unauthorized Absences

All absentees must be reported to the superintendent, business manager, or building principal. Any unauthorized absenteeism shall mean a deduction of full wages for period absent. Unauthorized absenteeism will result in discipline.

### Section 5. Personal Leave

#### Subd. 1 Granted Leave, Accrual and Use

A regular employee may be granted a leave of two days per year, accumulative to a maximum of four days, with pay for situations that arise requiring the employee's attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. An additional four hours may be used for school related activities of the EA's child(ren). EA's that have completed 5 years or more of service in the unit may be granted up to 3 days of personal leave a year accumulative up to 6 days.

#### Subd. 2 Approval of Personal Leave Requests

For personal leave must be made in writing to the building principals or his/her designee at least three days in advance, whenever possible. All leaves must have prior approval, but at no time shall more than 2 employees per school building or 10 percent of the employees in a school building rounded up from one-half, whichever is greater, shall be granted personal leave on any one day. However, the superintendent may allow an additional number of employees to utilize personal leave on any one day at his/her sole and exclusive discretion.

#### Subd. 3 First and Last School Days of the Year

Personal leave shall not be granted for the first and last days of the school year.

## Section 6. Worker's Compensation

### Subd. 1 Payment upon Request

Upon the request of an employee who is absent from work as a result of a compensable injury under the provision 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.

### Subd. 2 Deduction from Accumulated Sick Leave

A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portions of days of sick leave which is used to supplement Worker's Compensation.

### Subd. 3 Payment during the Period of Disability

Such payment shall be paid by the school district to the employee during the period of disability.

### Subd. 4 Limitation of Compensation

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

## Section 7. Jury Duty

Employees shall be granted the additional amount to make up full pay if required to serve on jury duty.

## Section 8. Long-Term Leave of Absence

### Subd. 1 Granted upon Recommendation of the Superintendent

Leave of absence will be granted to an employee by the School District upon recommendation of the superintendent.

### Subd. 2 Submission of Request

All such requests are to be submitted in writing and shall state:

- Reason for the request.
- Details of plans as to how the employee intends to spend the time of leave.
- Such benefits may be expected by the employee and school district.
- The date the employee will resume his/her duties.
- His/her intention to return to the School District for a minimum of one year after completion of the leave.

### Subd. 3 Failure of the Employee to Return

Failure of the employee to return pursuant to the date determined in the approved request shall constitute grounds for termination.

### Subd. 4 Payment and Fringe Benefits during Leave

All leave shall be without pay. Employees granted such leave shall have the right to retain all fringe benefits at their own expense. An employee returning from leave shall be reemployed in a position for which qualified unless previously discharged, laid off or no vacant position is available. Upon return from leave, the employee shall retain all experience credit accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accumulate any additional experience credit for leave time.

### Section 9. School Activities Leave

School activities leave shall be granted pursuant to Minn. Stat. (1997) § 181.9412.

### Section 10. Flex Time

Employees have up to three (3) hours per year of paid time to be used as flex time for things such as, sub notes and online training required training by District-Blood borne Pathogen.

### Section 11. Adoption Leave

Adoption leave shall be granted pursuant to the Family and Medical Leave Act, 29 U.S.C. § 1201 et seq.

### Section 12. Unpaid Leave

#### Subd. 1. Purpose

The district discourages the use of leave without pay but under special circumstances, with district approval, an employee may be absent from work without pay when they have no leave available. In Emergency situations the employee must notify their direct supervisor of the need for leave without pay (10) days before the leave commences. Such leave must be taken in the block of time requested and the return date shall be mutually agreed upon by the employee and the District. If mutual agreement is not reached the leave will be denied. Furthermore, such leave cannot be taken if other leave is available to the employee. (Example: Personal leave)

### Section 13. Family and Medical Leave

#### Subd. 1. Purpose

Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible employee shall be granted, upon written request, leave per year in connection with:

- (1) The birth of a child, or placement of a child with employee for adoption or foster care;
- (2) Employee's serious health condition;

- (3) Employee is needed to care for spouse, child, parent due to his/her serious health condition;
- (4) Qualifying exigency arising out of the fact that employee's spouse, son or daughter, or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves;
- (5) Employee is the spouse, son or daughter, parent, or next of kin of a covered service member with a serious injury or illness.

#### Subd. 2. Eligibility

To be eligible for the benefits of this section and insurance contribution, an employee must:

- (1) Meet the FMLA's 12 month length of service requirement and
- (2) Have met the FMLA's 1250 hours worked requirement as of the first date of requested leave.

#### Subd. 3. Requirements

If leave qualifies as FMLA leave:

- (1) Employee will be required to use available paid sick, vacation, and/or other leave during your FMLA absence. Employee will receive available paid leave and the leave will also be considered protected FMLA leave and counted against employee's FMLA leave entitlement.
- (2) Employee have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness.
- (3) Employee health benefits must be maintained during any period of unpaid leave under the same conditions as if employee continued to work, including regular District group health insurance contributions as provided in this agreement.
- (4) Employee must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment upon return from FMLA-protected leave. (If employee leave extends beyond the end of FMLA entitlement, the employee does not have return rights under FMLA.)
- (5) If employee does not return to work following FMLA leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would entitle employee to FMLA leave; the continuation, recurrence, or onset of a covered service member's serious injury or illness which would entitle employee to FMLA leave; or other circumstances beyond employee's control, employee may be required to reimburse the District for the share of health insurance premiums paid during FMLA leave.

#### Subd. 4. Notification

The employee will provide at least 30 days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the District.

## Section 14. Professional Leave

### Subd. 1 Purpose

Employees may request and be allowed to attend workshops, seminars, conferences or other professional improvement opportunities upon the prior approval of the Building Staff Development Committee. Such requests shall be submitted to the Building Staff Development Committee and shall include all pertinent detailed information relative to the request. No more than 1 day with pay may be granted to an employee in any year. Additional paid days may be granted by the School District. Employees shall be compensated for the duration of the district workshop day if it exceeds more than the employee's scheduled work day.

### Subd. 2 Division of Day

Employees may use their 1 day in hours after their work day and on Saturdays up to their hours per day in their notice of assignment and may divide their hours to attend multiple workshops or seminars in any year up to their total in a day.

### Subd. 3 Reimbursable Expenses

All reimbursable expenses including meals, transportation and registration must be pre-approved by the Building Staff Development Committee prior to attendance.

### Subd. 4 Staff Development Funds

The lack of funds in a Building Staff Development account shall not preclude the District obligations under this section.

## Section 15. Incentive Payment

Any employee who has not used more than one day of sick leave for the fiscal year shall be provided compensation of \$100.00. \$200.00 will be paid to any employee who misses zero (0) days of work, excluding holidays, or school closings. Compensation shall be payable June 30 of the school year in which it is earned.

## Section 16. Union Leave

EA unit can use up to 30 hours per year of paid leave for union activities. Union agrees to reimburse the School District for the substitute costs. Requests for union leave shall be made by the union president.

## Section 17. Leave Resulting from Assault

If an employee is absent and eligible for sick leave under ARTICLE VIII, Section 1 as the result of a physical injury caused by a student or a non-student on school grounds during the work day which directly relates to the employee's performance of his/her duties for the District, the difference between the Workers' Compensation paid to the employee and the employee's regular base pay will be paid to the employee by the District to a maximum of three days' pay. This compensation will not be deducted from the employee's sick leave days.

## ARTICLE IX: HOURS OF SERVICE AND DUTY YEAR

### Section 1. Employee Benefits

#### Subd. 1 Entitlement of 25+ Hours for 36+ Weeks

Employees who are on paid status with the District for 25 hours or more for 36 weeks or more shall be entitled to the following compensation and benefits:

- Hourly rate of pay per the attached schedules;
- Leave benefits based upon employee day;
- Full School District contribution, if any, to health/major medical, life, and long-term disability insurance benefits;
- Severance pay benefits, as defined in Article XIV, Section 1,
- At employee's own expense, dental insurance, subject to any limitations by the insurance carrier.

#### Subd. 2 Entitlement of Less than 25 Hours for 36+ Weeks

Employees who are on paid status with the District for less than 25 hours or less for 36 weeks or more shall be entitled to the following compensation and benefits:

- Hourly rate of pay per the attached schedules;
- Leave benefits based upon employees current contracted day;
- At an employee's own expense, health/major medical and dental insurance, subject to any limitations by the insurance carrier;
- No School District contribution to life insurance benefits;
- No School District contribution to long-term disability insurance benefits;
- Severance pay benefits, as defined in Article XIV, Section 1.

#### Subd. 3 Entitlement of Multiple Unit Employees

Employees working in multiple bargaining units whose permanent assignment requires that they work a combined total of 25 hours or more per week and 36 or more weeks per year shall be eligible for a prorated insurance contribution based on the total combined hours worked in the unit. The language in the preceding sentence about assignments in multiple bargaining units shall be effective only if the corresponding bargaining unit agrees to include the same language in their collective bargaining agreement.

### Section 2. Hours of Employment

Employees shall perform work as specified in their individual assignments by the School District and shall be assigned starting time and ending time as determined by the School District. Employees shall be paid for time before and after the employee duty day, as set forth in their individual assignments by the School District, to perform duties necessary for the completion of their job. An example of such time beyond the employee duty day is meeting buses to unload and load students.

### Section 3. Pay Date

Checks will be issued on the 15th and the last day of the month or the last *business day* preceding each of these dates.

Section 4. Emergency Closing

Subd. 1. Reporting to Work

In the event of a scheduled work day lost for any emergency, the employee shall not report for work and except as provided below shall not receive pay on days in which school is not in session, unless required by the building principal. Time lost may be rescheduled, as needed, by the principal.

Subd. 2. Late Start or Early Release

When school is started late/ early release, employees shall report at the same time as students, with no loss in pay.

Subd. 3. No Loss of Pay for First Emergency Closing

Employees shall receive the first emergency closing day with no loss of pay or benefits each year. Subsequent days shall not be paid. No personal or sick leave will be deducted for the emergency closing days when no regular or alternate employee duties are required by the District on the lost day.

Subd. 4. Personal Day Request Option

Employees may request a personal day in writing for a second emergency closing within a school year. Limits on the number or percentage of personal leaves granted by the District described in Article VIII, Section 5, Subd. 3, shall be waived for emergency closing.

Section 5. Basic Work Week

The basic work week of full-time employees shall consist of five consecutive days, Monday through Friday, 35 hours minimum. Hours shall include a 30 minute duty-free unpaid lunch period.

Section 6. Basic Work Week/Year

Employees will work 172 days. Exceptions may be special assignments during summer sessions, and assignments as approved by the superintendent.

Section 7. Holidays

Subd. 1. Including the one (1) floating holiday identified in subdivision 2 below, there will be a total of eight (8) paid holidays per year to coincide with the school calendar as adopted by the Board of Education:

- |                 |                  |
|-----------------|------------------|
| New Year's Day  | Labor Day        |
| President's Day | Thanksgiving Day |
| Good Friday     | Christmas Day    |
| Memorial Day    |                  |

Subd. 2 There will be one (1) floating holiday to be taken by mutual agreement between employee and administration. On any student day, only three Educational Assistants per building can be absent for floating holidays.

## Section 8. Extended Workday

### Subd. 1. Rate of Pay for Extended Day

Employees asked by their supervisor to report for work earlier or later than their regular scheduled hours shall be paid for all extra work time at their regular rate of pay. Employee shall report such additional hours on their timesheet to receive additional pay.

### Subd. 2. Title I Reporting Requirement

Employees paid by Title I and who are asked to report for Title I Parent Activity Night are required to report.

### Subd. 3. Opening Workshop Day

Employees will work a full day on the District Profession day and a half day on Teachers Workshop (will be indicated on current District calendar), the week before school starts. This is in exchange of employees not working the afternoons of early outs for every academic year.

## Section 9. Open House Work Schedule

### Subd 1. Employee Day

As long as the District schedules an Open House in Evening Hours, Employees will be scheduled to work during the Open House evening for the hours equal to their duty day. All Employees Day on that Open House Evening will end when the Open House is scheduled to end. Employees start time will vary by the length of their duty day. For employees who normally have ½ hour duty free lunch, that time will also be scheduled as per examples below:

**Example #1:** For an employee who normally works 6 ½ hours per day, with a ½ hour lunch. On Open House Day when it ends at 7:30 pm, that employee's hours will be from 12:30 pm – 7:30 pm.

**Example #2:** For an employee who normally works 5 ½ hours per day, with no lunch included. On Open House day when it ends at 7:30 pm, that employee's hours will be from 2:00 pm – 7:30 pm.

### Subd 2. Attending Open House for Employee's Child(ren)

For those Employees who need to attend Open House with their own children, the District will provide 2 hours of paid leave time from 3:00pm-5:30pm, or 5:00pm-7:30pm to accommodate the needs of the family and the district. Where applicable, you may also elect to take your ½ hour lunch from 5:00-5:30 pm, allowing your family more time to attend Open House.

Employees who intend to access this Open House leave need to notify their principal by phone or email two weeks in advance of the Open House date.

## **ARTICLE X: DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD**

### **Section 1. Probationary Period**

An employee under the provisions of this Agreement shall serve a probationary period of nine (9) months of continuous service, excluding the normal summer break, 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 have no 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 the agreement alleged to have been violated.

### **Section 2. Probationary Period; Change of Position**

In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a new probationary period of three (3) calendar months in any such new position. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new position is unsatisfactory, the School District shall have the right to reassign the employee to the former position.

### **Section 3. Completion of Probationary Period**

An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

## **ARTICLE XI: JOB POSTING**

### **Section 1. Posting**

New positions or vacancies of more than 67 days in a calendar year will be posted in each building for a period of at least five days on a bulletin board provided in the main office area or the building lounge.

### **Section 2. Applying for a Transfer**

Members of the Exclusive Representative who are interested in a posted position may apply for a transfer by submitting a letter of interest to the principal of the building in which the opening exists.

### **Section 3. Seniority and the Selection of Qualified Candidate**

The leading candidates whose background and abilities meet the requirements of the posted position will be called in for an interview by the principal. The most qualified candidate will be selected. Seniority will be taken into consideration.

#### Section 4. Request for Reason of Rejection

Any senior applicant not granted a position has the right to request the reasoning behind the administration's rejection of the application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job posting.

#### Section 5. Request for Transfer after Involuntary Transfer

Should an opening occur prior to the beginning of a school year and the interested member of the Exclusive Representative has been involuntarily transferred from the building in which the opening exists, upon submission of a letter of interest within the timeframe of the posting, the member shall be granted an interview with the principal. At the conclusion of the interview, the member of the exclusive representative shall be assigned the posted position except in the following circumstances:

- (1) The interested member withdraws his/her letter of interest;
- (2) There is a documented performance issue in the employee's employment record with the District which in the District's sole and exclusive determination makes the interested member unqualified for the position.

### **ARTICLE XII: SENIORITY, LAYOFFS AND REDUCTION IN FORCE**

#### Section 1. Seniority List

On November 1st of each year, the District shall cause a seniority list (by earliest date of continuous employment, name and position) to be prepared from its records. It shall thereupon post such a list in an official place in each school building in the District.

##### Subd. 1. Disagreement

Any employee whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have ten days from the date of posting to supply written documentation, proof and request for seniority change to the School District.

##### Subd. 2. Evaluation of Disagreement

Within ten days thereafter, the School District shall evaluate any and all written communications regarding the order of seniority contained in said list and make the change warranted.

#### Section 2. Layoff or Reduction in Hours

In the event of a layoff or a reduction in hours of employment, employees will be laid off or reduced in hours according to seniority, in accordance with the provisions set forth below. The School District may layoff and reduce the hours of as many employees as it deems necessary, whenever it deems necessary. The seniority date shall be the initial date of employment.

#### Section 3. Tie Breaker

In the event of a tie in seniority, the tie will be broken based on the following criteria in rank order.

- a. Preference will be given to the employee with the most years of employment with Foley School District in any capacity.

- b. Preference will be given to the employee with the earliest date of contract approval by the school board.
- c. If a tie still exists, the school district shall have the discretion to select the employee(s) who will be laid off based on, performance, training and experience, skills in special assignments and other relevant factors.

#### Section 4. Order of Layoff

##### Subd. 1. Sequence or Options of Layoff

Employees shall be laid off in the following sequence:

- a. Transfer to an existing vacancy, consisting of an equivalent or lesser number of hours per week.
- b. The district lays off the least senior employee(s) except that the district reserves the right to jump over the least senior person in order to maintain continuity of program.
- c. The employee shall be laid off.

##### Subd. 2 Notification of All Available Positions

When an employee is offered the options set forth in Section 4, Subd. 1b above, the employee will be advised of the following:

- a. The building in which the position exists.
- b. The name of the person who held the position the previous year.
- c. The number of days and hours per week of the position.
- d. A description of the position.

#### Section 5. Recall

##### Subd. 1. Recall Rights

Recall rights shall automatically cease two (2) years from the date layoff commenced or until the employee accepts any other employment with the School District, which provides hours of employment per week equal to or more than that for which the employee worked at the date of layoff, and no further right to recall shall exist.

##### Subd. 2. Recall by Seniority

Employees shall be recalled to employment when a vacancy exists, according to seniority.

##### Subd. 3. Acceptance of Recall

The recalled employee shall have five business days to accept the position that they are being recalled to or stay on the recall list until his/her two years are up.

## ARTICLE XIII: GRIEVANCE PROCEDURE

### Section 1. Grievance Definition

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

### Section 2. Representative

The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

### Section 3. Definitions and Interpretation

#### 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 last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

#### Subd. 4 Filing and Postmark

The filing or service of any notice or document 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.

### Section 4. Time Limitation and Waiver

A grievance shall not be valid for consideration unless the grievance is submitted in writing to the building principal, with a copy to the superintendent, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within thirty (30) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the building principal.

### Section 5. Adjustments of Grievance

The School District and the employee shall attempt to adjust 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 building principal shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

### Subd. 2. Level II

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

### Subd. 3. Level III

In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal.

Within ten (10) days after the meeting, the School Board shall issue a decision in writing to the grievant and the Union. At the option of the School Board, a committee of representatives of the Board may be designated by the School 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.

## 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 provided the School Board or its representative notifies the parties of the intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

## Section 7. Denial of a Grievance

Failure by the School Board 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. Mediation

Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

## Section 9 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. Request

A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III 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 provisions.

### Subd. 3. Selection of Arbitrator

Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a list of five (5) arbitrators, pursuant to the PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask the appointment be made within thirty (30) days after the receipt of said request.

### Subd. 4. Hearing

The grievance shall be heard by a single arbitrator and both parties 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 will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

### Subd. 5. Decision

The decision by the arbitrator shall be rendered within thirty 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 in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

### Subd. 6. Expenses

Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses

of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

#### 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; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations

### **ARTICLE XIV: SEVERANCE PAY**

#### Section 1. Eligibility

Employees who are contracted 20 hours or more per week at the time of retirement, who have completed at least 15 years of continuous service with the School District, and who are at least 55 years of age, shall be eligible for severance pay pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School District. All Education Assistants employed after July, 1999 no longer qualify and shall not be eligible for severance pay under Article XIV, Sections 1, 2, and 3, of the Master Agreement. See Article XV: 403 (b) Match Plan for your eligibility.

#### Section 2. Calculation

An employee shall be eligible to receive as severance pay, upon his/her retirement, the amount obtained by multiplying 50% of his/her unused number of sick days, but not to exceed 325 hours, times his/her daily rate of pay at the time of resignation.

#### Section 3. Payment

Severance pay shall be paid by the School District within 30 days after the effective date of retirement, but shall not be granted to any employee who is discharged by the District. In the event of the employee's death after the effective date of the resignation and prior to receiving full payment of severance pay, the employee's legal beneficiary shall receive the remainder due the deceased.

#### Section 4. Group Health and Hospitalization Program for Retirees

In addition, employees who have 15 years of continuous service, have reached the age of 55 years, who are participating in the School District's group health and hospitalization program or the 403B

Program, shall be eligible to remain in the existing program. The School Board shall pay \$5,692 toward single coverage for a period of 7 years after the severance of employment in the School District. For employees hired after July 1, 2013 the School Board shall pay \$5,692 toward single coverage for a period of 7 years after the severance of employment in the School District, such eligibility to continue until the end of the school year in which the employee's 65th birthday occurs. The provisions of this section are subject to the approval of the carrier and the terms set forth in the carrier's plan.

**ARTICLE XV: 403(b) MATCH PLAN**  
(Effective September 1, 2005)

403(b) Annuity Matching Program

All Education Assistants employed after July, 1999 no longer qualify and shall not be eligible for severance pay under Article XIV, Sections 1, 2, and 3, of the Master Agreement. Such Education Assistants shall only be eligible to participate in the 403(b) annuity matching program. The District shall make matching contributions to such program, the maximum amount as set forth in Section 2 below.

Section 1. Eligibility for Both Severance and 403(b)

Any Education Assistant eligible for severance pay pursuant to Article XIV of this master agreement will continue to be eligible to receive severance pay as set forth therein. Such Education Assistants may also participate in the District's 403(b) annuity matching program. The District matching contribution to such program shall be in the amount as set forth in Section 2 below, but will not exceed a lifetime contribution cap of \$17,000 per Education Assistant.

Upon the retirement of an Education Assistant eligible for severance pay, the total amount of the District's matching contributions to the 403(b) annuity account shall be deducted from any severance pay obligation under Article XIV of the master agreement. However, if the district has met the \$17,000 lifetime contribution limit the Education Assistant shall not be entitled to receive any severance pay pursuant to Article XIV.

Those employed prior to July 1, 1999 have two options:

- a. Continue with the current severance and not participate in 403B
- b. Participate in 403B and 102% of annual contribution, compounded annually, to the 403B will be subtracted from the final severance payout upon the employee's retirement. For example:

$$\begin{aligned} & \$225 \times 1.02 = \$229.50 \\ & \$229.50 + \$225 = \$454.50 \times 1.02 = \$463.59 \\ & \$463.59 + \$225 = \$688.59 \times 1.02 = \$702.36 \text{ and so forth until the individual} \\ & \text{retires under the provisions of Article XIV.} \end{aligned}$$

Section 2. Education Assistant Match

Eligible and participating Education Assistants must elect to participate in the 403(b) annuity matching program pursuant to the annuity plan requirements at the beginning of the plan year. The District

matching contribution to Education Assistants participating in the 403(b) annuity matching program shall be as follows:

Current Year of Service to the District	
0-1	No Match
2-4	\$275
5-7	\$350
8-10	\$375
11+	\$550

The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career District contribution as set out above. The annual limit on the amount individual Education Assistants may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated there under. Employees have the choice of contributing 50% or 100% of the match. The district will then contribute the 50% or 100% of the match as chosen by the employee.

### Section 3. Approved Plans

The District will make matching contributions only to annuity plans offered by vendors who participate in the District's payroll deduction program and have a hold harmless agreement with the District. New vendors need a minimum of five employees and a hold harmless agreement. Vendors: Ameriprise Financial Services Inc., The Variable Annuity Life Insurance Company, Horace Mann Companies, AXA Equitable, Thrivent Financial For Lutherans, New York Life, Education MN – TD Ameritrade, Education MN – Security Benefit Group of Companies, Education MN – Commonwealth Annuity & Life Ins Co for Itself Protective Life & Kemper, and 403(b) FundSource (American Funds Service Company and Franklin Templeton Retirement Services)

### Section 4. Election

Eligible and participating Education Assistants must make an application for participation in the 403(b) annuity matching program by September 1 for that school year. Once an eligible Education Assistant elects to participate in the 403(b) annuity matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the Education Assistant who must notify the District and annuity carrier.

### Section 5. Death of an Education Assistant Participant

If an Education Assistant participant dies before retirement, the Education Assistant's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Section 6. Applicable Laws

The 403(b) annuity matching program of Independent School District No. 51 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S. C. § 403(b).

**ARTICLE XVI: DURATION**

Section 1. Term and Reopening Negotiations

Subd. 1. Duration of Agreement

This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023, and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Finality

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 3. 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 provisions of this Agreement or the application of any provision thereof.

**ARTICLE XVII: MENTORSHIP**

Section 1. Mentorship Program

The Foley School District and the Education Assistants will establish a mentorship program for Education Assistants that are new to the district. The goals and the responsibilities of the mentor will be established by the mentorship committee. The compensation for the mentors will be \$150 for one or two mentees and \$250 for 3 or more mentees per year. Education Assistants interested in the positions at each building would apply to their building principal. The building principal will make the final decision on who is the mentor in each building.

**ARTICLE XVIII: LICENSED PRACTICAL NURSE**

Foley Education Assistants (FEA) and the district recognize that nurses are unique in the bargaining unit. The following rules/ procedures apply to nurses covered under the Educational Assistant Contract

Section 1. Personal Leave

No more than 1 building nurse across the district can utilize leave on any day unless approved by the Administration of the Student Health Services.

Section 2. Additional Hours:

Additional hours for office preparation before the school year starts and after the school year may be granted at the discretion of the Administrator of Student Health Services

Section 3. Additional Compensation

An Educational Assistant with an LPN license will be compensated \$1.50 per hour above their salary schedule placement. This extra compensation is only for scheduled hours performing nursing responsibilities. If the Nurse also performs scheduled Educational Assistant for part of their day He/She will be compensated without the increased hourly rate.

**2023-2024 SALARY SCHEDULE A**

Step	Rate/Hour
1	\$17.68
2	\$18.92
3	\$19.43
4	\$19.94

**Longevity Pay 2023-2024:**

5 Years of continuous service in the School District = \$0.80 additional per hour  
15 Years of continuous service in the School District = \$1.00 additional per hour

**2024-2025 SALARY SCHEDULE A**

Step	Rate/Hour
1	████████
2	\$19.58
3	\$20.11
4	\$20.64
5	\$21.17

**Longevity Pay 2024-2025:**

5 Years of continuous service in the School District = \$0.90 additional per hour  
15 Years of continuous service in the School District = \$1.10 additional per hour

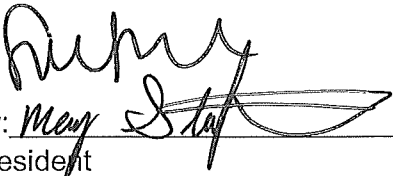


IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

1

For: Foley Education Assistants/  
Local 6037 AFL-CIO

For: Independent School District No. 51,  
Foley, Minnesota

By:   
President

By: Rebecca Howard  
Chairperson

By: \_\_\_\_\_  
Secretary

By: Sharon Kiska  
Clerk

Dated this 3<sup>rd</sup> day of July,  
2024

Dated this 24 day of June,  
2024

2



# LETTER OF UNDERSTANDING: EMPLOYEE SAFETY STUDY COMMITTEE

It is hereby understood by and between the Non-Certified Educational Assistants AFT Local 6037 and Independent School District No. 51, Foley, Minnesota as follows:

A joint labor management committee will be formed to study employee safety and recommend steps that the District, the Union, and individual employees can take to improve employee safety.

The committee will consist of up to 8 members; up to 4 District and up to 4 EA's. The EA members of the committee will be selected by the Non-Certified Educational Assistants AFT Local 6037.

Recommendations shall not alter the terms and conditions of the Master Agreement between the Non-Certified Educational Assistants AFT Local 6037 and District 51 or the interpretation of those terms without the mutual consent of those parties.

Co-facilitators of this study committee will be an EA and an administrator.


Meeting time for the Non-Certified Educational Assistants AFT Local 6037 Study Committee members will be uncompensated outside the work day time.

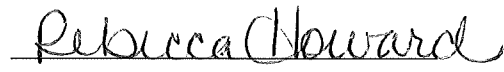
This letter will be in effect until June 30, 2025 or the conclusion of the committee's work.

IN WITNESS WHEREOF, the parties have executed this Letter of Understanding as follows:

For: Foley United Educators

For: Independent School District No. 51

By:   
President

By:   
Chairperson

Dated this 3<sup>rd</sup> day of July, 2024

Dated this 24 day of June, 2024

