

MASTER AGREEMENT 2025-2027
MEMORANDUM OF UNDERSTANDING
EARNED SICK AND SAFE TIME (ESST)

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 13, Columbia Heights, Minnesota, ("School District") and the Columbia Heights Federation of Teachers, Local #710 ("Local 710" or "Union"). The School District and the Union are referred to collectively as "the parties."

WHEREAS, the School District and the Union entered into an Agreement, effective through June 30, 2027 ("CBA"), governing the general terms and conditions of employment for School District teachers;

WHEREAS, the terms of the CBA currently specify the amount and conditions of use of an employee's sick leave.

WHEREAS, the School District and the Union wish to address the Minnesota Earned Sick and Safe Time ("ESST") law passed by the Minnesota State Legislature in 2023, (Session Law, Chapter 53, Article 12), effective January 1, 2024; and

NOW, THEREFORE, IN CONSIDERATION OF the foregoing, the mutual promises and agreements contained in this MOU, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. This MOU is being entered into to comply with Minnesota's ESST law, effective January 1, 2024. To the extent the law or related guidance changes impacting the terms of this MOU, the parties will meet and negotiate an amendment to this agreement consistent with the changes.
2. Teachers, ECFE, School Readiness, and Parent Educator, working full time (1.0 FTE) receive 87 hours of sick leave frontloaded at the beginning of the school year. Teachers, ECFE, School Readiness or Parent Educators working less than 1.0 FTE shall receive 80 hours frontloaded at the beginning of the school year. Sick leave shall be allowed to accumulate up to a maximum of 155 days for full-time (1.0 FTE) employees and a prorated amount for part-time employees.
3. Effective January 1, 2024, sick leave shall be used in accordance with Minnesota's ESST law, Minn. Stat. § 181.9447 which includes the use of sick leave for the following reasons:

- An employee's mental or physical illness, treatment or preventive care;

- The mental or physical illness, treatment or preventive care of an employee's family member;
- Absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- To make funeral arrangements, attend a funeral service or memorial or address financial or legal matters that arise after the death of a family member;
- Closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- When determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

The term family member includes those individuals defined in Minn. Stat. § 181.9445, subd. 7. When an employee uses sick leave for more than three consecutive days, the School District may require reasonable documentation that the leave is covered in accordance with Minn. Stat. § 181.9447, subd. 3.

4. To the extent the terms of the CBA governing the use sick leave do not meet the minimum requirements or conflict with Minnesota's ESST law, effective January 1, 2024, the parties agree to follow the provisions of Minnesota's ESST law and any related Minnesota Department of Labor guidance.

5. Effective Date and Duration. This Memorandum of Understanding shall continue in effect until a new CBA is ratified by the parties. The parties are not bound by the language of this MOU for future CBAs.

6. Equal Drafting. In the event any party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the parties.

7. Choice of Law and Severability. This MOU shall be construed and interpreted in accordance with the laws of the State of Minnesota. Any term or condition of this MOU found to be invalid, illegal, or unenforceable shall not render this MOU void or unenforceable. To the extent any term or condition of this MOU is found to be inconsistent with Minnesota's ESST law or the Minnesota Department of Labor's guidance on ESST, the law and Department of Labor's guidance shall control. If any particular provision of this MOU shall be adjudicated to be invalid or unenforceable, the parties specifically authorize the tribunal making such determination to sever and/or

replace the invalid or unenforceable provision of this MOU to allow this MOU and the remaining provisions thereof, to be valid and enforceable to the fullest extent allowed by law.

8. Entire Agreement. This Memorandum of Understanding contains the full and complete agreement between the parties relative to the subject matter addressed herein. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document. This MOU controls to the extent that it conflicts with the terms of the CBA. No changes to this MOU are valid unless they are in writing and signed by both parties.

_____ Date: _____
Daniel Honigs Chief Negotiator, Local 710

_____ Date: _____
Zena Stenvik, Superintendent

Need to update this section in the CBA: **Article X**

LEAVES OF ABSENCE
Section 1. Sick Leave:

Subd. 1. A sick leave plan providing for a 12-day absence in any one year shall be granted, accumulative to a maximum of 155 days. ECFE, school readiness or parent educator teachers working 1,160 hours or more in any given school year 1.0 FTE shall be granted 12 sick leave days each year. ECFE, school readiness or parent educator teachers working less than 1.0 FTE 1,160 hours in any given school year shall be granted a pro-rata amount of sick leave hours. Sick leave days for ECFE teachers shall be recorded on an hourly basis. For the 2025-2026 and 2026-2027 school years, sick leave shall be governed by the MOU on Earned Safe and Sick Time entered into by the parties.