Educational Support Professionals Local #4850 Agreement

Independent School District No. 318
650 SW 7th Ave
Grand Rapids, Minnesota 55744

2025-2026 2026-2027

July 1, 2025 through June 30, 2027

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Article I
Purpose of Agreement

SECTION 1. Parties: This Agreement, entered into between the School Board of Independent School District No. 318, Grand Rapids, Minnesota, hereinafter referred to as the School Board, and the District, Educational Support Professional Local #4850, hereinafter referred to as the Union, who are certified as the exclusive representative, pursuant to and in compliance with the M.S. 179.6 and 7 Public Employment Labor Relations Act, hereinafter referred to as P.E.L.R.A. to provide the terms and conditions of employment for Educational Support Professionals during the duration of this Agreement.

Article II
Recognition of Exclusive Representative

SECTION 1. Recognition: In accordance with P.E.L.R.A. the School Board recognizes the Union as the exclusive representative of Educational Support Professionals employed by the School Board of Independent School District 318, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

SECTION 2. Appropriate Unit: The Union shall represent all the Educational Support Professionals of the district who are covered by this Agreement.

Article III
Definitions

SECTION 1. Terms and Conditions of Employment: "Terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions and the employer's personnel policies affecting the working conditions of the employees. "Full-time employment" shall be defined as working 6 hours per day for 171 days in a fiscal year.

SECTION 2. Educational Support Professional: An Educational Support Professional is a person hired by the School Board to assist teachers and administrators to implement educational programs and services but shall not include employees working less than 10.5 hours per week or those certified for less than 67 days per year.

SECTION 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

Article IV
School Board Rights

SECTION 1. Inherent Managerial Rights: The Union recognizes that the School Board 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 Union 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 opportunities for the students at the school district.

SECTION 3. Effect of Laws, Rules and Regulations: The Union recognizes that all employees covered by this Agreement shall perform the Educational Support Professional services prescribed by the School Board and issued by properly designated officials of the School District. The Union 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. In addition, the Union recognizes that the School Board, all employees covered by this Agreement, and 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 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 board 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 Board.

Article V
Educational Support Professional Rights

SECTION 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any covered employee or their 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 designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the Union if there be one; nor shall it be construed to require a covered employee to perform labor or services against their will.

SECTION 2. Right to Join: Covered 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. Employees in this appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the School Board of such unit.

Subd. 1. Educational Support Professionals shall have the right to request and be allowed dues check off as stipulated in M.S. 179A.06, Subd. 6 of P.E.L.R.A. Such authorization shall continue in effect from year to year unless revoked in writing to the unit by the participant. Employee organizations will advise the business office of any changes in dues rate by October 1 of each year. When a bargaining unit member has authorized a dues deduction, such authorization cannot be canceled except during the month of September each year. Employees who wish to cancel must do so in writing with the unit by September 30th.

Subd. 2. All new hires and long-term subs shall be reported to the President of the exclusive representative within 3 working days.

SECTION 3. Meet and Confer: The Union has the right to meet and confer with the School Board regarding policies and matters not included under 179A.06 Subd. 4 of P.E.L.R.A. Representatives of the District and the Union will meet if requested by either party.

SECTION 4. Probationary Period: Every new employee shall serve a probationary period of three (3) consecutive months, during which period the School District shall have the unqualified right to discipline or discharge such employee without assigning any reason therefore, and without recourse to the grievance procedure. An employee promoted or transferred to a new position shall be on probation for 30 working days during which period the School District shall have the right to return the employee to his/her previous position, or if that position no longer exists, a position of equal or greater hours and rate of pay, which right shall not be subject to the grievance procedure. However, any employee assigned to a position requiring regular and recurring contact with students must complete one (1) month of service during the regular school year to complete his/her probationary period. An employee promoted to a higher rated

classification shall not have his/her wage rate reduced below the wage for his/her previous classification because he/she is serving a new probationary period.

SECTION 5. Seniority: The purpose of this clause is to implement an orderly system for the reduction of employees when it becomes necessary because of the closing of school buildings, merger of facilities, discontinuance of positions or programs, financial limitations and/or lack of pupils.

Subd. 1. Seniority is established by continuous service as an Educational Support Professional. Educational Support Professional is defined in Article III, Section 2. Seniority will begin on the first certified date. In case of a tie, seniority placement shall be based on who was hired first by School Board action.

Subd. 2. Continuous service shall not be deemed broken because of any leave allowed in this contract.

Subd. 3. Reduction of Educational Support Professional positions should occur according to seniority.

Subd. 4. A seniority list shall be supplied to the Union within 60 calendar days after each school year commences.

An Educational Support Professional shall have 30 calendar days from the posting of the seniority list to appeal their placement. If there are no appeals the list will be deemed final. If there are appeals, the district will notify the Union president/co-presidents before a final listing is released.

SECTION 6. Unrequested Leave:

Subd. 1. Unrequested leave or reduction of hours:

A. The School Board may place an Educational Support Professional on Unrequested leave of absence without pay or fringe benefits for a period of up to two calendar years from the time such leave commences.

B. The School Board may reduce the number of working hours for an Educational Support Professional position on a per day, month or year basis. That Educational Support Professional cannot move into another position or force an unrequested leave of a less senior Educational Support Professional unless the reduction exceeds one hour per day.

C. Educational Support Professionals who are reduced one (1) or more hours in a single year and those reduced hours equal to one (1) hour or more in up to 3 years, shall have bumping rights.

D. Educational Support Professionals who are increased by one (1) or more hours in a single year and those increased equal to one (1) hour or more in up to 3 years, shall have bumping rights.

Reduction After Start of School Year: If the reduction exceeds one hour per day on average and the reduction occurs after the start of the school year, the affected Educational Support Professional shall have the following choices:

1) Accept the proposed reduction; or

2) Request an Unrequested Leave of Absence; or

3) If the affected Educational Support Professional is a special education Educational Support Professional, they shall accept assignment into an open position or substitute positions, if offered, of at least their prior hours or six hours per day, whichever is less. The assignment shall be to a

school building not more than ten (10) miles from the Educational Support Professionals' last assignment. The Educational Support Professional shall suffer no loss due to acceptance of assignment or failure of District to offer assignment. (An Educational Support Professional who has accepted an assignment will be allowed to keep the position for the following year, subject to realignment, or declare the position open and be allowed to realign at the next District-wide realignment meeting); or

4) If the affected Educational Support Professional is not a special education Educational Support Professional, they may accept, if offered, an assignment to an open position or substitute positions, of at least their prior hours or six hours per day, whichever is less, or move into another position or force an unrequested leave of absence of a less senior Educational Support Professional.

Reduction After Close of School Year: If the reduction exceeds one hour per day on average, and the reduction occurs after the close of the school year (to take effect in the following year), the affected Educational Support Professional shall have the following choices:

1) Accept the proposed reduction; or

2) Request an Unrequested Leave of Absence; or

3) Move into another position or force an unrequested leave of absence of a less senior Educational Support Professional.

Subd. 2. Reinstatement:

A. When placed on unrequested leave the Educational Support Professional shall file their name and address with the school district administration office to which any notice of reinstatement or availability of positions shall be mailed. Notification of change of address will be the responsibility of the Educational Support Professional.

Failure of a notice to reach an Educational Support Professional shall not be the responsibility of the school district if any notice has been mailed as provided herein.

B. If a position becomes available for a qualified Educational Support Professional on unrequested leave, the school district shall mail (certified), the notice to such Educational Support Professional who shall have three (3) working days from the date of such notice to accept or decline the re-employment and ten (10) working days from the acceptance of re-employment to report to work. Failure to reply within either period shall constitute a waiver on the part of the Educational Support Professional to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

C. Reinstatement rights shall automatically cease two years from the date the unrequested leave commenced and no further rights to reinstatement shall exist.

D. Any Educational Support Professional who is placed on unrequested leave may accept employment in another position or in any other occupation during the released time. Educational Support Professionals returning from unrequested leave shall have all sick leave benefits reinstated.

SECTION 7. Termination of Educational Support Professional staff due to loss of student population, lack of funds, discontinuance of position or merger of schools:

Subd. 1. Reduction of Educational Support Professional staff shall occur based on the established seniority list. Long-term substitutes would be reduced before those employees on the seniority list. Seniority will be based on Article V, Section 5.

SECTION 8. Job Termination: A written notification of job termination for the following school year will be sent to the Educational Support Professional by August 15.

SECTION 9. Personnel Files:

Subd. 1. There shall be only one official file for each Educational Support Professional which shall be maintained in strict confidence at the administrative office. An Educational Support Professional shall have the right to inspect and obtain copies of all materials within the personnel files in the district and to submit for inclusion in the file written information in response to any such material as provided by Minnesota Statutes.

Subd. 2. Identification and/or advance notification shall be required before access is given to any file.

Subd. 3. All material received for inclusion in the personnel file shall be stamped with the date received for filing. The Educational Support Professional shall be notified when any material which questions or challenges said Educational Support Professional's character, conduct, or service is placed in the personnel file, except that which pertains to initial employment. Copies will be sent upon request. The Educational Support Professional may read, date, and sign this material; said signature shall indicate only that the Educational Support Professional has read the material and not indicate approval or disapproval.

Subd. 4. Notification to the Educational Support Professional (per Subd. 3) shall consist of the Educational Support Professional signing the document(s) going into their file. The signature will only indicate acknowledgment of receipt of the document(s) and not an agreement with the contents. If the Educational Support Professional refuses to sign indicating acknowledgment the unit President or Vice-president will verify appropriate notification.

SECTION 10. Vacancies: Educational Support Professional job vacancies that occur prior to realignment or August 15 if there is no summer realignment and that will take effect in the immediately following school year shall be posted. Educational Support Professional job vacancies that occur on or after realignment or August 15 if there is no summer realignment and that will take effect in the immediate following school year will be filled by one of the following procedures, at the district's option:

1) The vacancy may be posted; or

2) The vacancy may be filled by assignment; or

3) The vacancy may be posted as external only; or

4) Vacancies occurring on or after realignment or August 15 if there is no summer realignment must be offered to current employees by seniority that were reduced by more than 1 hour from the previous year, then employees on ULA only in the capacity of a long-term sub. The position shall be open the following year. If no one on ULA accepts the position, the district has the right to hire outside the Unit.

Long-term substitutes are defined as a person that is working in the spot of an employee that has taken time off but is coming back to their job. The employee's spot is held until they return. A temporary long-term substitute is a person who will work a position until the job is posted. A person employed as a long-term substitute shall be a member of the bargaining unit covered by the collective bargaining agreement for all purposes except that a long-term substitute shall not accrue seniority and shall have no right to be rehired. For purposes of reassigning or reduction of staff based on seniority, a long-term substitute will be reassigned, reduced, or terminated prior to any Educational Support Professional on the established seniority list. Provided, however, if a long-term substitute is hired as an Educational Support Professional employee, and there is continuous service, the employee's seniority shall be credited back to the employee's date of hire

as a long-term substitute. A long-term substitute hired as an Educational Support Professional employee shall be required to serve a full probationary period after being hired as an Educational Support Professional employee and shall not be given credit for the time of service as a long-term substitute for purposes of completing the probationary period.

A vacancy filled with a long-term substitute shall be posted for the subsequent year, subject to the district's right to eliminate the position or change the hours. A mid-year posting filled by an external applicant will be posted for the subsequent year, subject to the district's right to eliminate the position or change the hours. External hires will be allowed to take an open position.

Posting notifications will be posted on the official school bulletin board for at least five working days between August 7 and the end of the school year. Posting notifications will be posted for at least 10 days between the end of the school year and August 6. A copy of all Educational Support Professional postings will be sent to the President of the Union.

Other than in the case of item #3, if more than one Educational Support Professional applies, the most senior, non-probationary Educational Support Professional will be assigned to the vacancy. Whenever the District fills a vacancy by posting or realignment meeting, the district shall have option up to two (2) times per fiscal year to deny a posting to the most senior applicant. The district may carry over up to one (1) unused option into the next fiscal year. Each time the district exercises an option, the Union and the affected senior applicants shall be notified in writing. The denial shall not be subject to the grievance procedure.

A vacancy for purposes of Section 10 means a position lasting not less than 67 working days per year or having not less than 10.5 hours per week on average.

SECTION 11. Summer Vacancies: In the event the district wishes to offer summer employment opportunities to ESPs, the following process will be followed to fill such positions:

- The position(s) will be posted to the Unit, and individuals may apply for any positions for which they are properly qualified. The positions will be filled based on seniority with the more senior members given first priority.
- Any positions still open will be offered to Unit members based on inverse seniority, with the least senior Unit member that is qualified for the position being offered it first, and then moving up the seniority list until all positions are filled.

SECTION 12. Realignment: Posting requirements and timelines will be waived in the event of a district-wide Educational Support Professional realignment meeting. If the district elects a summer realignment (defined as after school ends to before school begins), the district will notify Educational Support Professionals by February 1. When a summer realignment is utilized, it will be held on or before July 31. If hourly summer unemployment is no longer offered, the district will offer a $50.00 stipend to each Educational Support Professional who attends realignment during the summer.

SECTION 13. New Employee Orientation: All new Educational Support Professionals shall attend an orientation workshop prior to the beginning of school. This workshop shall be provided by the district and/or the Exclusive Representative. Mandatory orientation given by district staff will be paid. Immediately following the orientation, the Exclusive Representative will be given an opportunity to present to new staff. The district shall notify the Union of such workshop when scheduled, but not less than ten (10) days in advance and will include the date, time, and location.

SECTION 14. Union Access to Personnel Data: The District will provide bargaining unit member personnel data to the Union for the purpose of carrying out its responsibilities as the exclusive representative. Upon request, the district agrees to provide the Union with information that they believe has been requested in good faith effort and does not violate any confidentiality

laws. Information such as names, addresses, wages, benefits, certified hours, hire date, and other relevant information will be provided within a reasonable amount of time.

SECTION 15. License Reimbursement: For any position requiring a license, the district will reimburse the employee for the cost of the license, including renewals.

Article VI
Hours of Service

SECTION 1. Duty Day: The employee's duty day shall be the hours necessary to conduct and/or perform the job assigned to the satisfaction of the school administration and School Board.

SECTION 2. Added Hours Within Building: The specific hours at any individual building may vary according to the needs of the education program of the district and time schedules for employees shall be fixed by the building principal. When hours are added in a building, they will be offered by seniority within the building.

SECTION 3. Certification of Hours: Employees shall perform assigned duties on student days or as assigned by the building principal and/or Superintendent's Office as stated on the employee's certification of employment.

SECTION 4. Emergency Closings: The employees shall be paid for an employee day lost for any school emergency. However, the employee may be required to perform duties on a day in lieu thereof as the School Board or its designated representative shall determine, if any.

SECTION 5. Breaks: Educational Support Professionals certified to work four (4) or more hours consecutively in a day will be provided with a 15-minute paid break. Those certified to work eight (8) or more hours consecutively in a day will be provided with two separate 15-minute paid breaks. Paid breaks will be offered when they best fit into the schedule and provide minimal disruption to students, they may not be at the same time each day. Most Educational Support Professionals working four or more hours per day will be scheduled for a 30-minute unpaid duty-free lunch. In those positions where a duty-free lunch is not feasible, the employee will have a paid working lunch as indicated on their certification. If an Educational Support Professional works through their unpaid duty-free lunch under administrative direction, they shall be compensated at their hourly rate of pay.

Article VII
Basic Schedules and Rates of Pay

SECTION 1. Salary Schedules: The wages and salaries reflected in Addendum A attached hereto shall be a part of this Agreement for the 2025-2026 school year and the 2026-2027 school year.

SECTION 2. Step Advancement:

Subd. 1. Part-time employees must work 510 or more hours per year in order to advance a step on the salary schedule. Employees working less than 510 hours per year will advance a step on the salary schedule every other year.

Subd. 2. Educational Support Professionals employed prior to February 1st shall be entitled to receive a step increase for the following year. Educational Support Professionals employed on or after February 1 shall not be eligible to receive an increment raise for the following year.

SECTION 3. Pay Periods: Pay periods will be regularly scheduled throughout the school year. Pay will be provided following the end of the pay period in which it is worked, per the payroll calendar that will be released in June of each year.

Subdivision 1 is applicable in the future only if unemployment is no longer able to be claimed for hourly school employees in the summer.

Subd. 1. Pay periods for returning Educational Support Professionals will start no later than September 15th. Educational Support Professionals will have their expected annual pay divided equally over 24 pay periods, with paychecks September 15th through August 31st of each year.

SECTION 4. Round Off Clause: All personnel that are certified for a specific number of hours per day and days per year during any fiscal year will have their annual salary calculated, then divided by the remaining pay periods in the fiscal year and then rounded to the nearest penny to determine their pay period gross pay. This may affect the employee's annual gross pay by no more than 12 cents either way. This does not affect any wages earned through claim.

SECTION 5. Previous Experience Consideration:

Subd. 1. Experience will not be allowed beyond Step 4 for Educational Support Professional new to the district.

Subd. 2. After in-district postings have been filled, Educational Support Professional on unrequested leave of absence will be offered available positions according to seniority.

SECTION 6. Movement Between Classifications:

Subd. 1. If an employee is promoted from one classification to another, or if an employee's job is placed in a higher classification, the employee shall be moved laterally onto the same step in the new classification and receive that higher rate of pay.

Subd. 2. If an employee is demoted from one classification to another, or if an employee's job is placed in a lower classification, the employee shall be moved laterally onto the same step in the lower classification and receive the lower rate of pay.

Subd. 3. If an employee voluntarily moves into a lower classification, the employee shall be moved laterally onto the same classification and be paid at the lower rate of pay.

SECTION 7. Changing Existing Job Classification: An existing job classification may be changed by mutual agreement between the Union and the Superintendent's Office.

SECTION 8. Substitute Educational Support Professional Pay:

Subd. 1. Certified members of the Educational Support Professional unit shall receive their certified rate of pay when they serve as a substitute unless substituting in a different classification. In a different classification, they will receive the appropriate step rate at that classification.

Subd. 2. Long-term subs, those working more than ten days in succession for the same Educational Support Professional, will be paid at the base hourly rate for the classification.

Subd. 3. Certified members of the Educational Support Professional unit who hold a Minnesota teaching license and are substitute teaching will receive the higher of their ESP hourly rate of pay and the sub teacher hourly rate of pay.

SECTION 9. Direct Deposit Requirement: All Educational Support Professionals employed shall subscribe to direct payroll deposit.

SECTION 10. Extra Duty Assignments: Employees agreeing to stay beyond their regular duty day for any reason shall be paid pro-rata.

SECTION 11. Annual Requirements: The district will pay each Educational Support Professional for up to two hours of time worked outside of their scheduled hours to complete annual training requirements. This includes annual notifications, safety training, and similar requirements that all employees need to meet for continued employment. ESPs are responsible for reporting hours using the district procedure.

Article VIII
Group Insurance

SECTION 1. Health and Hospital Insurance: The District shall contribute 90% of the single or family premium for 12 months for all full-time employees. This amount shall not exceed the total premium of the prior school year. Less than full-time (6 hours/day) employees will be prorated. Except for new employees hired during the year or employees posting to a newly created position during the year, certified hours on record as of November 30 of the current year will be used to determine the premium paid by the district.

Subd. 1. Plan: *Beginning 10/1/23.*

The health insurance plan is a high-deductible health plan with a Health Savings Account (HSA). The single plan will have the minimum required deductible to offer an embedded deductible plan, currently 3,300 per year for fiscal year 25-26, and 3,400 per year for fiscal year 26-27. The family deductible will be double the single deductible, 6,600 per year for 25-26, and 6,800 for 26-27. A HSA will be included will be included in the plan. Each year the district will contribute funds into the policyholder's HSA that equals 50% of the deductible for each single and family plan. The Internal Revenue Service (IRS) requires that the minimum statutory deductibles for plans with HSAs be indexed for inflation. To remain compliant with IRS rules and offering an embedded deductible plan, the yearly deductibles will increase in future years. Increases will be the minimum required on a single plan to offer an embedded deductible, and family deductibles will be double the single.

HSA contributions will be prorated for partial years of service, partial years on the plan, or movement mid-year between single or family plans. Proration will be calculated by taking the annual contribution and dividing by 12 months in the year. The employee will receive that calculated monthly amount for each month they are enrolled in the plan, at the level they are enrolled in (single or family).

In the event the district decides to change the medical plan year, and a shortened medical plan year is needed to implement the new plan year, the district will contribute the full year's HSA contribution for the partial year. In the event the employee notifies the district they are not eligible for a HSA, no money will be paid into an HSA for the employee, and no additional benefits will be made in lieu of the HSA contributions.

Subd. 2. Married Couples: If an ESP is married to another district employee, the following will apply to calculating the district portion of the premium(s). The two employees may choose either of the following:

- Each takes a single plan. No change will be made to calculating the district cost of premiums; the district will contribute the single district portion of the premium for each employee according to their applicable contract.
- The employees may choose to have one family plan. If a family plan is selected the district will pay the contractual district portion of the premium for the policyholder. The non-policyholder spouse will be eligible for district paid premiums up to the single district portion of the premium for their applicable contract. The district will never pay more than the full cost of the family premium.

SECTION 2. Life Insurance: The district will pay a $20,000.00 Term Life insurance policy for all employees.

Article IX
Leave Authorization

SECTION 1. Paid Absence Leave:

Subd. 1. The annual total accrual of paid absence hours will be recorded and will be available for use beginning the first day of each school calendar year. Educational Support Professionals shall be granted paid absence leave hours based on the following: seven earned sick and safe leave (sick) days and personal leave days consistent with the chart below per full year. Days will be converted to hours when allocated to employee's balances. Accrued hours of leave for other than full-time employees or those working a partial year shall be prorated.

Years of Service	Personal Days
0-9	5
10-14	6
15-19	7
20-24	8
25+	9

Up to three (3) days of annual personal hours may be carried over to the following year. Any additional hours will be placed in the employees' sick leave.

Employees using the equivalent of three (3) or less sick days during one school year will receive an additional personal day the following year. (Note: During the employee's last year of employment the employee will receive a $100 stipend in lieu of additional personal day if the separation notice is received by the district prior to May 1 of the last year of active employment)

Employees not completing a full year of service to the district, who have used more sick leave than their proration share, will have a pay deduction for the unearned share of the sick leave used. If the pay deduction is more than the amount owed the employee, the district will bill the individual the amount due.

Subd. 2. An unlimited number of paid absence leave hours may be accumulated.

Subd. 3. Paid absence leave shall be allowed for the family members and usage reasons indicated in MN Statute 181.9445-181.9448. If Minnesota's Earned Sick and Safe Time Law goes away or the relationships change, employees will be able to use sick leave for the following reasons and relationships: the personal illness or injury of employee which prevents an employee from reporting to work and performing their duties or to care for a member of the employee's immediate family, which includes an employee's spouse, child, parent, sister, brother, parents-in-law. Including adult child, grandparent, grandchild, or stepparent.

Subd. 4. The School Board may require an employee to furnish a medical statement only as allowed in Statute

Subd. 5. Paid absence leave allowed shall be deducted from the accrued paid absence leave hours earned by the employee.

Subd. 6. Paid absence leave pay shall be approved only upon submission of a signed request submitted using the district procedure for requesting an absence.

Subd. 7. Employees who are absent due to a Workers' Compensation injury may, at their option, collect paid absence pay equal to the difference between their normal weekly earnings and their weekly Worker's Compensation payments. In such case their accumulated paid absence leave hours will be reduced on a prorated basis. In no event may an employee collect full paid absence leave pay and Workers' Compensation pay simultaneously.

Subd. 8. Personal leave requests following the Memorial Day holiday or during the last four (4) student days if school ends before Memorial Day, will not be approved. Requests for attendance at activities of a direct family nature, such as graduation of a child, the wedding of a family member, athletic or academic event when a child is an active participant, etc. will be approved as exceptions if submitted at least 5 school days in advance, if possible, and a substitute is available.

Subd. 9. Personal leave days may be used to receive payment during non-scheduled days. Personal leave must be used during the school year between the first and last student day. Days may be used during any non-scheduled weekday, i.e. holidays, workshop days, or other non-school days. Requests for personal leave on non-scheduled days must be submitted to the payroll office.

Subd. 10. Maternity Leave: Accrued sick days may be utilized directly after the birth of a child for up to 12 weeks. A doctor's note indicating the expected due date is needed. If more sick days are needed because of complications or other extenuating circumstances, another doctor's note would be needed.

Example: From the day you give birth, you would count exactly 12 weeks from that day, and you would be able to utilize sick days that you have available during that period of time.

Subd. 11. Spousal Leave: Up to ten (10) accrued sick days may be granted for leave to support the recovery of a spouse following childbirth. A doctor's note is needed. More days could be granted if there are extenuating circumstances, in which case another doctor's note may need to be provided.

Subd. 12. Adoption Leave: Up to ten (10) accrued sick days may be granted for adoption. A letter indicating placement of the child in your home is needed by a doctor or adoption official. More days could be granted if there are extenuating circumstances, in which case another doctor's note may need to be provided.

Subd. 13. Work Related Injury Leave: The district will offer up to two work related injury leave days per year per employee for work injuries. Days will not roll into the next year. Work related injury leave days will only be allowed if the employee was following protocols in the ESP handbook, any training provided and completes a first report of injury within 24 hours following injury. This language does not change the provisions in Subd. 8 allowing employees to utilize paid absence time in addition to workers' compensation pay once they are receiving workers' compensation pay.

Subd. 14 Reimbursement for Damaged Medical Devices: The District will reimburse staff in an amount up to three hundred dollars and zero cents ($300.00) per school year toward the cost of replacing or repairing damaged medical devices while acting within the scope and course of their job duties for the district. Reimbursement is only available if the employee was following protocols in the ESP handbook, any training provided and completes a first report of injury within 24 hours following the incident. Such devices must be defined as reimbursable by the IRS through a FSA or HSA account and damaged by a student. To obtain reimbursement, the instructional staff must report the damage to the district. If the claim is not paid or reimbursed by workers compensation, the employee must submit a receipt showing the cost to repair or replace the medical device within two (2) weeks.

Subd. 15. Attendance Incentive: Employee's who take the equivalent of four or fewer days off will receive an incentive payment of $200. This payment will be processed each summer. Mid-year hires will not be eligible until their first full year of employment.

SECTION 2. Child Care Leave:

Subd. 1. A childcare leave may be granted by the district subject to the provisions of the section. Childcare leave without salary or fringe benefits may be granted because of the need to prepare for and provide parental care for a child or children of the Educational Support Professional for an extended period of time, providing such parent is caring for the child on a full-time basis.

Subd. 2. An Educational Support Professional making application for childcare leave shall inform the Superintendent in writing of the intention to take the leave at least one calendar month before commencement of the intended leave. The Educational Support Professional and the Superintendent will discuss the several possible dates for the beginning of the childcare leave to consider and select the date which best serves the needs of the Educational Support Professional and the District. If the request for childcare leave due to pregnancy, the Educational Support Professional will provide a statement from her physician indicating the expected date of disability.

Subd. 3. When the childcare leave is occasioned by pregnancy, an Educational Support Professional may utilize paid absence leave pursuant to the paid absence leave provisions of the Agreement during a period of disability. However, an Educational Support Professional shall not be eligible for paid absence leave during the period of time covered by a childcare leave. (This may be altered in case of complications through a conference between the physician, Educational Support Professional and administration.) If requested by the pregnant Educational Support Professional, the beginning of the childcare leave may be scheduled after the medical disability associated with the birth.

Following childbirth, and upon signifying intent to return to work within the twelve (12) month period, the employee shall be reinstated to her former position or one of like status and pay. The continuing contract shall remain in effect, and the employee shall regain all seniority, salary, and fringe benefits when returning to work, which was accrued prior to taking childcare leave. The employee on maternity leave shall not be eligible for paid absence leave pay or fringe benefits at district expense during the leave period but may participate in the group insurance plans at own expense.

SECTION 3. Bereavement Leave:

Subd. 1. Up to 5 days of leave is allowed for the death of an Educational Support Professional's relatives as follows: spouse, child, spouse's child, sibling, parent, grandparent, grandchildren, spouse's parent, spouse's sibling, spouse's grandparent, and spouse's grandchildren.

Subd. 2. Requests for bereavement leave for other than those mentioned above will be deducted from the employee's accrued/available sick leave balance for up to two days per year. At the Superintendent's discretion, additional time off may be granted for this purpose.

SECTION 4. Court/Jury Duty Leave:

Jury Duty: An employee serving on jury duty will be paid an amount which, together with stipend received for jury duty, will be equal to said employee's regular wage in accordance with State law.

Court Duty in relation to position with School District: An employee appearing in court under subpoena relating to their employment with the school district will be paid an amount which, together with salary received for witness fees, will be equal to said employee's regular wage.

Court Duty for non-district purpose: An employee, when subpoenaed as a witness, defendant, or plaintiff, shall be granted a day of emergency leave, if annual emergency day is available, without loss of pay. Time beyond available emergency leave will result in either the use of paid personal leave (if available) or an approved absence without pay.

Court Duty in relation to litigation between employee and the district: If the employee's absence is caused by litigation between the employee and the district, the absence will result in an approved absence without pay.

SECTION 5. Educational Leave:

Subd. 1. The School Board may grant an educational leave of up to 12 calendar months to a currently employed Educational Support Professional, with at least 3 years of seniority, who makes written application for educational leave.

A. The ending date of the leave must coincide with the end of school year.

B. The granting of educational leaves will be subject to the availability of suitable replacements.

C. Educational Support Professionals will not be allowed to return to work prior to the end of the school year except at the discretion of the Superintendent.

Subd. 2. Upon returning to work the Educational Support Professional shall be reinstated to his/her former position or one of like status and pay.

A. Any seniority, placement on the salary schedule, or fringe benefits earned prior to the leave will not accrue during the leave but will be reinstated after the leave except if said reinstatement conflicts with current continuing contract.

B. Educational Support Professionals on educational leave may participate in group insurance plans at their own expense, if they were participating prior to the leave.

Subd. 3. Educational leave shall not be deducted from paid absence leave.

SECTION 6. Health Leave:

Subd. 1. An Educational Support Professional may be granted a leave of absence for health reasons. Requests shall be submitted in advance of the leave and shall be accompanied by a recommendation from a physician competent in the field. All paid absence leave will be used before health leave is granted.

Subd. 2. All requests for health leave must be submitted in writing to the Human Resource Director. The request shall indicate the proposed commencement and termination dates.

Subd. 3. The leave will not exceed twelve months.

Subd. 4. Health leaves shall be without pay.

A. Short-term health leave (up to and including 30 working days): The Educational Support Professional shall be returned to his/her same position.

B. Long-term health leave (from 31 up to and including 90 working days): The Educational Support Professional shall be returned to the same or like position. If more than 90 days, the position will be posted.

C. Extended long-term health leave (greater than 90 working days and up to one year): The Educational Support Professional will have opportunity to a like position, if available, or the opportunity to fill the next opening for a like position, if no position is available. If like position is not available after 90 days, a lower position may be offered. If the position is discontinued during the employee's absence, return to employment shall be governed by the seniority policy.

D. If the absence extends beyond one year, the district shall have the sole right to terminate the employee.

Subd. 5. Health leaves, which are granted pursuant to the provisions of Subd. 4, paragraphs A and B, shall not constitute a break in the continued employment (seniority) status of the Educational Support Professional. After 90 days of extended health leave absence, the employee will not accumulate additional seniority or paid absence leave for extended health leaves.

SECTION 7. General Leave:

Subd. 1. The School Board may grant an unpaid leave of absence upon approval of the employee's immediate supervisor and the Superintendent. An Educational Support Professional must have been employed for a minimum of 1020 certified hours to be eligible to apply for a general leave.

Subd. 2. A general leave shall not extend beyond 12 calendar months. An extension may be requested according to procedures specified in Subd. 1. Notification of intent to return to employment or extension of general leave must be given by May 1st with the intent of returning the following year.

Subd. 3. An Educational Support Professional returning from a general leave shall be reinstated to his/her former position or one of like status and pay. If that position is not available, then the employee shall be given a position of like status and pay. If the employee returns and their position is gone or reduced more than one (1) hour, then the employee shall have bumping rights. In the case of special circumstances, as defined by the district or the exclusive representative, then the district and the exclusive representative shall mutually agree on the employee's bumping rights.

Subd. 4. An Educational Support Professional on leave shall not be eligible for fringe benefits at District expense during the leave period but may participate at the Educational Support Professional's own expense.

Subd. 5. An Educational Support Professional returning from a leave of absence within the provisions of this section shall regain all seniority, salary and fringe benefits, which had been acquired prior to taking the leave.

SECTION 8. Union Business Leave: Union members will be granted leave with pay to conduct matters of Union business at a regional, state, or local level. The total of all such leaves, with pay, will not exceed ten (10) days per school year. District level meetings scheduled or agreed to by the district that are held during the workday will not be included in the ten day yearly maximum and will not result in a pay deduction or paid absence time needed. The district will allow additional unpaid days if the ten days are utilized and more time is needed.

SECTION 9. Sick Leave Bank: The School District and Educational Support Professionals Local #4850 agree to the terms of this member sick leave bank. Continuation or dissolution of the sick leave bank will be considered in future negotiation.

I. **Purpose:** The purpose of the Sick Leave Bank is to provide sick leave to certified members whose sick leave and personal leave is exhausted.

II. **Membership:** All certified staff shall be eligible to participate in the Sick Leave Bank.
   a. Eligible members must declare their intent on or before September 30th of any year or within 30 days of hire into a Local #4850 represented position.
   b. ESPs who do not belong to the Sick Leave Bank will not be allowed to draw from it.

c. Once enrollment is established, the employee remains a member until they choose to withdraw from participation. Any donated sick days will remain in the bank.

The Exclusive Representative will submit a list of new enrollees and withdrawn participants to the Human Resource department following the September 30th enrollment and withdrawn deadline. By October 15th of each year a representative of the Local 4850 will meet with a representative of Human Resources and will come to an agreement on (1) active participants in the bank, (2) the balance in the bank, and (3) the trigger balance for replenishments.

III. **Replenishment of Contribution:** All participating members must contribute one additional day in October and/or February if the Sick Leave Bank balance diminishes to less than 50% of the number of active members in the Sick Leave Bank. Deductions will be taken by the last day of the month. Members must contribute one additional day when requested. New enrollees who contribute a day in October will not be expected to give a second day in the same school year (February). If an employee has no sick leave available during a replenishment no deduction will be made, and the employee will be eligible to remain in the bank.

IV. **Bank Utilization:** In the event of a medical emergency or catastrophic event of a participating member, necessitating the absence of that employee from work over an extended period of time, including intermittent absences relating to the same condition, a participating employee may receive paid sick leave under the following conditions:

a. Any sick leave drawn from the bank by a participating member must be used for the said members' personal illness, personal accident, personal injury, or to care for an immediate family member that has suffered any of the above-mentioned conditions.
b. An employee must have exhausted all sick and personal leave to become eligible for Sick Leave Bank benefits.
c. Application for the use of the Sick Leave Bank must be made on a form secured from the Exclusive Representative's Executive Council and shall include:
    i. A doctor's statement certifying the illness, accident, or injury and the necessity for the prorated leave.
    ii. Certification by the employee of the date on which all sick leave will be exhausted and the date on with the Sick Leave Bank benefits are requested.
d. In no instance may individuals draw more than 20 days from the Sick Leave Bank for a single condition.
e. The Sick Leave Bank shall not be used when a participating employee is utilizing Minnesota's Paid Family Medical Leave (PFML).
f. The Executive Board of the Exclusive Representative will be determiners as to honoring the request and will make notification to the employee and payroll department within 15 days of request approval. The Executive Board of the Exclusive Representative reserves the right to determine the number of days awarded to any active participant. All decisions of the Executive Board of the Exclusive Representative are final.

V. **Withdrawal of Participation:** A participating employee who chooses to withdraw from participation in the Sick Leave Bank shall not withdraw any sick leave already contributed. The written request for withdrawal must be submitted to the Exclusive Representative on or before September 30th of any school year and will be effective immediately upon receipt. Exclusive Representative will submit a list of withdrawn participants to the payroll department no later than October 15th of each year.

VI. **Appeals:** The Exclusive Representative will render decisions on any circumstances, requests or appeals related to this section.

Article X
Suspension and Removal

SECTION 1. Employee Reprimand: An Educational Support Professional shall be entitled to have a representative from the Union present when being reprimanded, warned or disciplined for any infraction of policies, rules, regulations, or delinquencies in job performance whenever such action will result in a record being placed in the Educational Support Professional's personnel file. Copies of any disciplinary materials placed in an Educational Support Professional's personnel file shall be provided to the employee by an appropriate administrative officer. An employee shall be entitled to have a written response included therein. When an Educational Support Professional makes a request for representation no official action shall be taken until such a representative is present. If the Educational Support Professional and/or Educational Support Professional representative fails to initiate contact with an appropriate administrator within five days of such request, the administrator may proceed with the necessary action. Failure to acknowledge that the meeting is to be for disciplinary purposes shall disallow the district from imposing any discipline.

SECTION 2. Discipline:
The School District and Educational Support Professionals Local #4850 mutually agree to adhere to the Discipline Policy as established by the School Board. Both parties recognize the importance of maintaining a fair and transparent disciplinary framework.

To ensure continued relevance and equity, the policy shall be subject to an annual review conducted by a committee with representation from the ESP unit. The committee will evaluate the policy's effectiveness and recommend any necessary revisions to the School Board.

Article XI
Grievance Procedure

SECTION 1. Definitions:

Subd. 1. Grievance: A grievance shall mean an allegation by an Educational Support Professional or group of Educational Support Professional in a dispute or disagreement between the Educational Support Professional or Educational Support Professionals and/or administrator or the School Board as to the application or interpretation of the terms and conditions of employment as found in this Agreement. Said allegations must be filed within 20 days after the incident to be a grievance.

Subd. 2. Days: Reference to days regarding time periods shall refer to working days. A working day is defined as all weekdays not designated as holidays by State Law.

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.

Subd. 4. Postmark: The filing or service of any notice or document herein shall be timely if it is sent by certified or registered mail and such mail bears a postmark within the time period.

Subd. 5. Decisions: Failure by the Administrator or the School Board to meet or render a written decision within the time limits constitutes a forfeiture of the grievance and acquiescence to the remedy proposed by the Union.

Subd. 6. Time Limits: Failure by the grievant to adhere to the time limits constitutes a forfeiture of the grievance.

Subd. 7. Resolution: Except after the initial informal meeting, any resolution of the grievance shall be in writing and signed by both parties.

Subd. 8. Wages: Employees shall not lose wages due to their necessary participation in grievance hearings held during working hours subject to Article XI, Subd. 9 below.

Subd. 9. Union: The Union in this procedure shall mean a five-member grievance committee appointed by and/or resource persons retained by the Union of the Educational Support Professional, however, the district shall compensate up to three union members during working hours

SECTION 2. Procedures:

Subd. 1. Large Groups: This procedure is to apply when the grievance is district wide or in more than one school building. Within 10 days of becoming aware of the grievance the Union shall file the grievance, in writing, with the Superintendent's Office. Thereafter the procedure will follow as outlined below in Step 3 and on.

Subd. 2. Small Groups or Individuals:

Step 1: Within 10 days of becoming aware of the grievance, meet on an informal basis with the concerned principal or immediate supervisor and try to resolve the matter.

Step 2: If the matter is not resolved, within 10 days after the meeting the grievance is filed in writing with the concerned principal or immediate supervisor, who will, within 10 days, submit a decision in writing to the employee. Copies of this decision will be sent at the same time to the Superintendent's Office and the Union.

Step 3: Within 10 days of the receipt of the written decision the Union may present the grievance in writing to the Superintendent's Office.

Within 10 days of the receipt of the grievance, the Superintendent or his representative shall meet with the Union and attempt to resolve the grievance.

If the grievance is not resolved within 10 days of this meeting, the Superintendent's Office will submit a decision in writing to the Union.

Step 4: Within 10 days of the receipt of the written decision from the Superintendent's Office, the Union may submit an unresolved grievance to the School Board chairman or clerk.

Step 5: Within 10 days after receipt of the grievance, the School Board or its designees shall meet with the Union and attempt to resolve the grievance. If the grievance is not resolved, the School Board has 10 days from this meeting to submit a written decision to the Union.

Step 6: Within 10 days after receipt of the School Board's written decision the Union may submit the grievance, in writing to final and binding arbitration.

SECTION 3. Arbitration: The School Board or its designees and the Union shall have ten (10) days to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, they shall request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five names. The parties shall alternately strike names from the list of five arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of the coin. The parties shall have no more than ten (10)

days after receipt of the list of five names to select an arbitrator. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing agreement.

The decision of the arbitrator shall be final and binding upon the parties. He/she shall have the power to make appropriate awards of compensatory reimbursement, if any. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

ARTICLE XII
Retirement: Beginning 7/1/11

SECTION 1. Employees hired prior to June 30, 2011

Sick Leave Severance Calculation

Subd. 1. Any member of the Educational Support Professional's unit who has at least 10 years' district experience beginning with the first day of service and calculated annually thereafter and retires shall be eligible for a one-time retirement payment to be determined as follows:

Number of unused paid absence days up to one hundred (100) X $30.00

Subd. 2. Payment will be made after January 1st of the year following retirement unless approved by the Superintendent.

Subd. 3. In the event of the death of an active employee that would qualify for early retirement, benefits will be paid to the surviving spouse, or if there is no surviving spouse, then to the estate of the deceased employee.

Subd. 4. If an employee's sick leave severance calculation and district matching contributions combined total more than $5,000, a $5,000 cap will be enforced. This subdivision does not eliminate the ability for the district match to continue annually past the $5,000 within the duration of this contract.

Minnesota Deferred Compensation Plan or qualified 403B Plan

1. Subject to Minnesota Statute 352.965 and 356.24.

2. Upon completion of three years the district will match an Educational Support Professional's contribution into a chosen retirement plan up to $500.00 each fiscal year. After completion of fourteen years the district will match up to $700.00 each fiscal year. An Educational Support Professional may contribute up to the yearly limit set by the above Minnesota rules.

3. The district will pay its share of FICA as provided by the Minnesota Deferred Compensation Plan or 403B plan, if applicable.

4. Education Support Professionals will be eligible to contribute upon hire.

5. Less than full-time (6 hours per day) employees will be prorated.

SECTION 2. Employees hired after July 1, 2011

Minnesota Deferred Compensation Plan or qualified 403B Plan

1. Subject to Minnesota Statute 352.965 and 356.24.

2. Upon completion of three years the district will match an Educational Support Professional's contribution into a chosen retirement plan up to $500.00 each fiscal year. After completion of fourteen years the district will match up to $700.00 each fiscal year. An Educational Support Professional may contribute up to the yearly limit set by the above Minnesota rules.

3. The district will pay its share of FICA as provided by the Minnesota Deferred Compensation Plan or 403B plan, if applicable.

4. Education Support Professionals will be eligible to contribute upon hire.

5. Less than full-time (6 hours per day) employees will be prorated

Article XIII
Duration

SECTION 1. Duration: The Agreement shall remain in effect for a period of two years commencing on July 1, 2025, through June 30, 2027. Also, should either party desire to renegotiate all terms and conditions after July 1, 2027, it shall give the other party notice no later than May 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations before April 1, 2027.

SECTION 2. Full and Completeness: This Agreement constitutes the full and complete agreement between the School Board and the Union. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolution, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

SECTION 3. Reopening Contract for Negotiations: It is further agreed that any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement unless mutually agreed by the Union and the School Board.

SECTION 4. Severability: The provisions of this Agreement shall be severable, and if any provisions 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 provisions thereof.

SECTION 5. Agreement Violation Consequences: Violation of the Agreement will be dealt with according to the laws of the State of Minnesota.

SECTION 6. Distribution of Educational Support Professionals Agreement: The Educational Support Professionals Agreement will be made available to the Union within 90 calendar days of the signing of the Agreement.

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

For Educational Support Professionals Local #4850

Unit President
Amanda Zapzalka

Unit President
Amy Neumayer

Unit Representative

Committee Members: Joe Cerar (Education Minnesota), Heather Wilson, Lori Akre, Amanda Zapzalka, Amy Neumayer, Holli Olson.

For Independent School District No. 318

1/20/2026

School Board Chair
Dave Cowan

1/20/26

School Board Clerk
David Marty

Committee Members: Ashley Goodman, David Marty, Matt Grose, Kara Lundin, and Kasie Maeder.

Dated this 20 **day of** January **2026**

Addendum A

Independent School District 318
Grand Rapids, Minnesota

2025-2027 Educational Support Professionals Salary Schedule

Classification	Description	Step	2025-2026	2026-2027
I	Certification required as a COTA, PTA, LPN, RN, SLPA, Braillist, or School Security. ESP's who are employed to sign for students who are classified as hearing impaired on their IEP.	1	$22.20	$22.70
		2	$23.34	$23.84
		3	$24.84	$25.34
		4	$25.64	$26.14
II	All ESPs not listed in Classification I	1	$17.63	$18.13
		2	$18.76	$19.26
		3	$19.94	$20.44
		4	$20.44	$20.94

In addition to the above wages, certified ESP members who ended the 2024/2025 school year and returned for the 2025/2026 school year and are actively employed on 12/17/25, will receive a one-time stipend to be paid within 15 business days of the contract being signed by the board and union. The employee will have the below three options for their stipend. If no option is elected by the deadline, the employee will default to Option 1. If the employee does not have an HSA through the district, they will default to Option 1.

1. **$750 lump sum payment paid on a separate check.**
2. **$825 payment into the employee's HSA.**
3. **$375 lump sum payment paid on a separate check and a $400 payment into the employee's HSA.**

SECTION 1. Longevity: Any Educational Support Professional who has been certified as an Educational Support Professional continuously for at least four (4) years shall receive an hourly longevity increment according to the below schedule. Each increase is added to step 4 base pay and they do not compound upon each other.

Year	Amount
5	.65
7	.85
9	1.05
11	1.25
13	1.45
15	1.65
17	1.85
19	2.05

21	2.25
23	2.45
25+	2.65

SECTION 2. Registered Nurse: All Registered Nurses shall receive a $1.00 per hour premium. Those Registered Nurses working in a position requiring a RN license will receive an additional $5.00 per hour ($6.00 total).

SECTION 3. Intervention Positions: Educational Support Professionals in an Intervention position that is posted as certification required, who meet the requirements of the position, will be paid an additional $2.00 per hour over Class II.

MEMORANDUM OF UNDERSTANDING
Minnesota Paid Leave
2025-2027

This Memorandum of Understanding is entered into by and between Independent School District No. 318 (hereinafter referred to as the "School District" and Education Minnesota Local 4850 (hereinafter referred to as the "Association").

WHEREAS the School District and the Association are parties to a collective bargaining agreement (hereinafter referred to as the "CBA") for the time period from July 1, 2025, to June 30, 2027; and

WHEREAS Minnesota's Paid Leave Law is scheduled to take effect January 1, 2026. In order to provide clarity to employees on how the district will allow supplemental leave benefits to be used for the duration of the contract;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Usage.** Employees who are absent due to a leave covered under Minnesota's Paid Leave may, at their option, collect paid absence pay equal to the difference between their scheduled weekly earnings and their weekly Minnesota Paid Leave payments. In such cases their accumulated paid absence leave hours will be reduced on a prorated basis. Employees will be responsible for entering their paid absence days using the district's absence reporting system. Hours will need to be entered on a prorated basis. In no event may an employee collect full paid absence leave pay and Minnesota Paid Leave pay simultaneously.

2. **Terms of this Memorandum of Understanding; Modification.** This Memorandum of Understanding shall commence on the date of January 1, 2026, and shall remain in effect until June 30, 2027. This Memorandum of Understanding may be modified by mutual written agreement between the parties hereto.

3. **No Past Practice.** By entering into this Memorandum of Understanding, the parties acknowledge and agree that the actions taken by the School District and the actions taken by the Association in this Memorandum of Understanding shall not constitute, nor be interpreted as, a past practice.

4. **No Reopening of Negotiations.** This Memorandum of Understanding does not constitute a reopening of the CBA or negotiations.