St. Louis Park Public Schools

2025-2027

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 283

St. Louis Park, Minnesota

and

Education Minnesota SPARK, Local 7358

Effective July 1, 2025 through June 30, 2027

Board Approved: 03/24/2026

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ARTICLE 1 -PURPOSE

1.1. Parties:
This agreement is entered into between the St. Louis Park Public Schools, Independent District No. 283, St. Louis Park Minnesota, hereinafter referred to as the School-District, and the Student Support Unit, hereinafter referred to as EM SPARK, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for student support personnel during the duration of this Agreement.

ARTICLE 2 - DEFINITIONS

2.1. School Board or District:
For purposes of this Agreement, the term District or School Board shall mean the School Board or its designated representative.

2.2. Student Support Personnel:
For purposes of this Agreement, the term personnel or employees shall mean those individuals designated EM SPARK, included in the appropriate unit as stated in Article 3.2.

2.3. Seniority:
For purposes of this Agreement, the term seniority shall mean the accumulation of years of service in the EM SPARK Unit, formerly PACE/Student Support Unit (SSU) in positions of twenty (20) or more hours per week. Seniority shall not apply to employees whose positions are funded by state and/or federal project grants.

2.4. Layoff:
For the Purposes of this agreement Layoff shall mean the elimination of a position or reduction in hours by the District which results in the total loss of hours or a reduction in hours for an employee covered by this agreement. A laid off employee is defined as those employees whose positions have been eliminated and/or who have been moved from their position and are working in a different position or with fewer hours.

2.5. Appropriate Supervisor:
For purposes of this Agreement, the term appropriate supervisor shall mean the building principal or other immediate supervisor as designated by the District.

2.6. P.E.L.R.A:
References to P.E.L.R.A in this agreement shall mean the Minnesota Public Employee Labor Relations Act in Minnesota Statutes as of 2023.

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

ARTICLE 3 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

3.1. Recognition:
In accordance with P.E.L.R.A., the District recognizes EM SPARK as the exclusive representative of student support personnel as defined in Section 2 below, employed by the District of Independent School-District No. 283. EM SPARK shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

3.2. Appropriate Unit:
EM SPARK shall represent all student support staff of Independent District No. 283, St. Louis Park, Minnesota, in the job classifications listed in Appendix A who are employed for fourteen (14) or more hours per week or thirty-five percent (35%) of the normal work week in the employee bargaining unit (10.5 hours per week for this EM SPARK

Unit), and for more than sixty-seven (67) workdays per year, including those on leave of absence who are guaranteed a position upon their return.

3.3. School Buildings and Facilities:
EM SPARK shall have the right in accordance with established regulations to reasonable use of school buildings and facilities provided such use shall not interfere with normal school activities or functions. The District reserves the right to assess charges for additional custodial expense or for other additional operational expense beyond normal maintenance costs resulting from such use.

3.4. Union Business Leave:
EM SPARK shall have up to 25 days of Union Business Leave available to members to use within each school year. The Union will reimburse the District for the cost of substitutes needed to cover for the person on this leave. District scheduled or approved events that have mutual benefit to the District will not be charged against this 25-day total.

ARTICLE 4 - DISTRICT RIGHTS

4.1. Inherent Managerial Rights:
In compliance with P.E.L.R.A. 179A. 07, Subd. 1, the parties recognize 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, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

4.2. Management Responsibilities:
The parties recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District and to uphold the specific provisions of this agreement.

4.3. Effect of Laws, Rules and Regulations:
The parties recognize that all employees covered by this Agreement shall perform the services prescribed-by the District in their job descriptions. The parties also recognize the right, obligation and duty of the School Board and its duly designated officials to have reasonable rules, regulations, directives and orders from time to time as deemed necessary insofar as such reasonable rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the District, 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 Minnesota Department 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 and orders shall be null and void and without force and effect.

ARTICLE 5 - EMPLOYEE RIGHTS

5.1. Right to Views:
In compliance with P.E.L.R.A. 179A.06, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or that employee's 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 EM SPARK.

5.2. Right to Join:
In compliance with P.E.L.R.A. 179A.06, Subd. 2, personnel shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

5.3. Request for Dues Deductions:
In compliance with P.E.L.R.A. 179A.06, Subd. 6, personnel shall have the right to request and be allowed dues deductions for EM SPARK provided that dues deductions and the proceeds thereof shall not be allowed to EM SPARK if it has lost its right to dues check off pursuant to 179.19, Subd. 7 of P.E.L.R.A. EM SPARK will obtain a properly executed authorization from the employee involved (examples of which include paper authorization, electronic authorization or audio-recorded phone authorization), the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative during the period provided in said authorization. The Union will notify the School District of the dues to be deducted from each employee's paycheck and the correct institution to remit the dues payments. Deductions will be made each pay-period and transmitted to the designated exclusive representative. The District shall furnish to the exclusive representative (EM SPARK's Treasurer) monthly an alphabetized list of employees from whom such deductions have been made. The District agrees to honor and implement all the terms of the dues-checkoff authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. The Union agrees that the District's only obligation is to deduct and remit the dues indicated by the Union to be deducted from each employee's pay. The Union agrees to save the District harmless from any actions growing out of these deductions and assumes full responsibility for the disposition of funds so deducted once they have been remitted by the District.

5.4. Direct Deposit:
The District shall allow direct deposit to a credit union or other eligible banking institutions that accept standard ACH deductions.

5.5. Personnel Files:
All evaluations, supervisor's records, and files generated within the District relating to each employee shall be available during regular school business hours to each individual-employee. Upon reasonable notice, the employee shall have the right to review the contents of all files being kept within the district at the location of the office of Human Resources. The employee shall have the right to reproduce any of the contents of the files at the employee's expense, and to submit for inclusion in the file written information in response to any material contained therein. The District may destroy such files as provided by law.

5.6. Private and Personal Life:
The private and personal life of an employee, is not within the appropriate concern of the District providing such private and personal life does not adversely affect the employee's performance or ability to perform.

5.7. Information:
In compliance with P.E.L.R.A. 179A.13, Subd. 2 (11), EM SPARK shall have access, upon reasonable notice, to receive any available financial information, not deemed confidential, necessary for EM SPARK to exercise its responsibilities as exclusive representative.

A. In compliance with Minnesota State Statutes 13.43 and 179A.07 Subd. 8, the District shall provide contact information to the union president of a new hire within 20 calendar days of the hiring and of any bargaining unit member leaving the District or leaving the bargaining unit within 20 calendar days of separation.
B. In compliance with Minnesota State Statutes 13.43 and 179A.07 Subd. 9, the exclusive representative shall have up to 30 minutes to meet any new hire within 30 calendar days of the hiring. This time shall not be charged against the exclusive representative's pay or leave time.
C. In compliance with Minnesota State Statute 179A.07 Subd. 8, the District shall provide information for all members of the bargaining unit on October 1 and February 1 of each school year.

5.8. Representation at Meetings:
An employee will have the right to have an EM SPARK representative present whenever asked to come to meet with their supervisor. This especially pertains to any meetings that could lead to discipline under Article 18 – Corrective

Action or probationary release in Article 15 – Probationary Period. This generally does not pertain to general daily work direction, such as, bus duty, lunch supervision or assignment of other daily tasks.

ARTICLE 6 - THE WORK YEAR

6.1. Employee Duty Days:
The employee shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority as determined to conduct school. The District and EM SPARK will meet and discuss the number of duty days and the specific work calendars for the next work year, typically by May 1 of each year.

6.2. School Closings:
When District buildings are closed to students due to extreme weather or other emergency conditions, employees are required to report for duty unless the District has announced that operations are closed for all employees. In the event of a school closing, employees shall report for duty unless otherwise notified by their direct supervisor.

Employees who are not directed to report for duty shall receive their regular pay for up to five (5) days of school closing, or such days shall be made up if all other employees are required to make up those days.

If the School Board or its designated representative determines that days lost due to school closings must be made up, employees shall be required to work the designated make-up days without additional compensation, as they have already received payment for those days.

6.3. Holidays:

A. Eligibility: For purposes of this Article, it is understood and agreed by the parties that holiday pay shall be allowed only to those personnel who are employed at least twenty (20) or more hours per week. In order to be eligible for holiday pay, an employee must have worked the employee's regular work day-before and after the holiday unless the employee is on paid leave or vacation under the provisions of this Agreement.
B. Holidays for twelve (12) month employees shall include: Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Spring Holiday (the last Friday of spring break), Memorial Day and Juneteenth (June 19).
C. Holidays for those employees working on a less than twelve (12) month basis shall include: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Spring Holiday (the last Friday of spring break) and Memorial Day. Summer Holidays: Juneteenth (June 19) and Independence Day (July 4) will be a paid holiday for an employee scheduled to work during the work-week that includes these designated holidays.
D. Employees hired whose contract ends prior to winter and/or spring break are not eligible to holiday pay during that time.
E. School in Session: The District reserves the right, if school is in session to cancel any of the above holidays and establish another holiday in lieu thereof. Any scheduled holiday which falls within an employee's vacation period shall not be counted as a vacation day.

6.4 No Call/No Show:
Unless exigent circumstances exist, employees who fail to report to work for three (3) consecutive work days who are not on an approved leave of absence and who have not notified their supervisor will be given notice, via email and US Mail, that without contact to their supervisor or Human Resources they will be considered resigned 5 workdays from the date the letter is postmarked. The date of the 5th workday will be specified in the letter, and the letter will be sent to the address the employee has on file with Human Resources.

ARTICLE 7 - THE WORK DAY

7.1. Work Hours:
The specific work hours for each employee may vary according to the needs of the District. The hours will be designated by the appropriate supervisor. Employees will receive notice from their supervisors by June 1 each year of the expected assignment for the next school year. Employees will have access in the Employee Portal to their assignment details by August 1. The notice will include the assigned building, starting date, daily hours, wage rate, and number of days employed, or as much of such information as has been determined at that time. In the event of a change in assignment, employees shall be given written notice of at least five (5) days. In an emergency, the District shall notify an employee of an assignment change and follow-up within five (5) days with the change in writing.

7.2. Work Week:
The maximum work week for full time employees shall be forty (40) hours per week and no more than five (5) days per week.

7.3. Meal Breaks:
Employees working six (6) or more consecutive hours are entitled to a duty-free lunch break of thirty (30) minutes without pay, at a time assigned by the supervisor, and occurring approximately at the midpoint of the shift.

7.4. Rest Breaks:
Employees shall have a fifteen (15)-minute rest break, or otherwise be relieved from work duties to utilize the nearest convenient restroom within each four (4) consecutive hours of work.

ARTICLE 8 - BASIC COMPENSATION

8.1. Rates of Pay:
The wages and salaries reflected in Schedule A and Schedule B, attached hereto, shall be part of the Agreement for the 2025-26 and 2026-27 school years. Employees shall advance on the salary schedule one (1) step for each additional year of service, during this contract period, subject to the right of the School Board to withhold increments for just cause and subject to criteria in Section 8.2 below. An increment shall not be withheld unless the employee is notified of the deficiency in writing and given reasonable opportunity to correct the deficiency. Any employee who is not satisfied with the outcome of this procedure may file a grievance on the matter.

8.2. Anniversary Date:
The anniversary date for all employees shall be July 1. To advance to the next step on the anniversary date, employees must have been actively employed from at least February 1st to the anniversary date.

8.3. Method of Payment:

A. Employees regularly employed two hundred (200) or more days per year shall be paid in twenty-four (24) payments, such pay days to be on the fifteenth (15th) and last day of each month.
B. Employees regularly employed for less than two hundred (200) days per year shall elect to receive their salary in nineteen (19) or twenty-four (24) equal payments. Such pay election shall be made on a form provided by the District and shall remain in effect from year to year unless the employee provides the District with written notice electing a different pay option prior to July 1, of any year. Effective July 1, 2024, all new employees employed for less than two hundred days per year shall receive their salary in nineteen (19) payments. An employee hired prior to 1/1/2024, may continue to receive their pay over nineteen (19) or twenty-four (24) payments. However, if a person switches to nineteen (19) pay, they cannot switch back to twenty-four (24) payments.
C. Except in cases of termination of employment, the pay plan elected shall not be changed during the course of the period covered by the selection.
D. In the event that pay dates fall on a weekend or holiday, the payday shall be the preceding workday.

E. The District may choose to move payroll to paying every other Friday, instead of the 15th and last day of each month. In the event the District plans to move pay dates, it will give the Union not less than six (6) months of notice and meet and confer on the plan for implementing the change.

8.4. Deduction:
In the event that an employee is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction shall be one (1) hour of pay for each such hour of absence. Deductions for absences of less than a full day shall be prorated accordingly. If an employee leaves employment and has used more days than credited for sick leave or has unpaid debts, such as, school lunch account, then the pay deduction will be made from the final check.

8.5. Initial Placement:
New employees may be hired up to Step 5 of the salary schedule with credited outside experienced verified by the Human Resource Department. If the District wants to make an initial placement above Step 5 with verified experience, the District will need to meet with EM SPARK and the step placement must be mutually agreed upon. An EM SPARK employee who has left the District and is rehired shall be allowed to return with salary placement on at least the step at which they left or higher appropriate step placement based on experience and step advancement in this Article.

8.6. Step Placement with a Promotion:
Employees who subsequently move to a promotional assignment within the unit will be placed at the step that produces at least a 5% promotional increase per pay class when moved to the new classification (movement from CLS 2 to CLS 3 = at least 5%, movement from CLS 3 to CLS 5 = at least 10%, etc.) but not to exceed the employee's current step number.

8.7. Step Placement as the result of Demotion or Move to Lower Pay Grade:
Employees who subsequently move to a position in a lower pay grade (demote) within the unit will be placed at the closest step that produces not more than a 5% decrease per pay class when moved to the new classification (movement from CLS 3 to CLS 2 = up to 5%, movement from CLS 5 to CLS 3 = up to 10%, etc.) and this may exceed the employee's step number when they were in the higher classification before move to the lower classification.

ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENTS

9.1. Overtime:
Scheduled overtime work after forty (40) hours per week and on Saturdays, Sundays, or designated holidays, shall be paid at the rate of time and one-half (1-1/2).

9.2. Comp Time:
Employees scheduled to work above or beyond their assigned contractual duty hours shall be allowed personal time or salary vouchered hours in lieu thereof, as determined by and with the pre-approval of their building principal or site coordinator.

9.3. Classroom Substitute:
Employees with appropriate licensure, who are requested by their building principal or designee/site supervisor to substitute for a certified staff member shall be paid at the certified substitute hourly rate in effect or the employee's current hourly rate, whichever is higher.

9.4. Jury Duty:
Employees required to serve jury duty shall be paid for the time of service and may keep any payment received by the courts. Employees who are released from Jury Duty during the day are expected to return to their site if released by noon of any work day.

9.5. Expense Reimbursement:
In the event that an EM SPARK employee is required by their supervisor to have a personal cell phone available and to be accessible for work related calls during the workday, then the employee may be reimbursed up to $50/mo. in expenses for the use of the cell phone during working hours. The employee must provide a check request form and receipts and will be reimbursed quarterly.

9.6. Retention Stipend:
Effective July 1, 2026: An EM SPARK employee will qualify for a retention stipend above the EM SPARK's salary schedule matrix rate after completing the designated number of full years of experience credits, as of July 1 of any year. Retention stipend is non-cumulative and will be divided out over each check. The amounts below will be prorated for assignments of less than 12 months and 1.0 FTE.

- After completing 15 years of credited service with the District - $3,800
- After completing 20 years of credited service with the District - $4,700
- After completing 25 years of credited service with the District - $5,700

ARTICLE 10 - VACATIONS

10.1. Eligibility:
Regularly employed persons scheduled at least four (4) hours per day shall accrue vacation leave within one of the following groups:

- Group A - Forty-six (46) through fifty-two (52) week employees (230-260 duty day calendar).
- Group B - Less than forty-six (46) weeks (229 duty day calendar or less).

10.2. Earned Vacation:

A. Group A eligible employees shall accrue vacation as follows:
   - 5/6 of a day for each month of service for each year during the first four (4) years of service in the District, to a maximum of ten (10) days in any one year.
   - 1-1/4 days for each month of service for each year after completing four (4) years of service in the District, to a maximum of fifteen (15) days in any one year.
   - 1-2/3 days for each month of service for each year after completing ten (10) years of service in the District, to a maximum of twenty (20) days in any one year.
   - 2-1/12 days for each month of service for each year after completing sixteen (16) years of service in the District, to a maximum of twenty-five (25) days in any one year.
   - One additional day each year thereafter to a maximum of thirty (30) days per year.

B. Group B eligible employees shall accrue vacation as follows, and subject to Section 10.5:
   - Five (5) days of vacation per year.
   - Group B employees hired BEFORE January 1, 1991 shall accrue six (6) days of vacation and also subject to Section 10.5.

10.3. Application:

A. Vacation amounts will be entered by Human Resources near July 1, of each year.

B. If the employee resigns before completing six (6) months of service the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days deducted from the employee's final check. An employee who has completed at least six (6) months of service shall be entitled to receive the pro-rata pay for unused vacation time up to a maximum of 15 days of pay, provided such employee provides the District with at least two (2) weeks of advance notice of the employee's resignation time, unless such termination is by reason of death or disability. If an employee resigns having used more vacation than they have accrued, the employee shall have the excess salary paid for any vacation days taken deducted from the employee's final check.

10.4. Other Vacation Rules:

A. Employees must submit an online request for vacation to their supervisor using the District's time off employee portal at least four (4) days in advance. Request for vacation is subject to the approval of the supervisor.
B. Unused vacation days accrued as of June 30 of each year will roll over to the next school year, up to a maximum of two times (2x) the employee's accrual rate in Article 10.2. The following July 1, when the new accrual is given, if the remaining days plus the new accrual amount exceeds 2x the accrual rate, then the excess days above 2x the accrual rate will be forfeited. Example, for employees who have an accrual rate of five (5) days, they can never have more than 10 days in their vacation bank. If they have six (6) days remaining, as of June 30th, when the new five (5) days of vacation are given on July 1, the total balance would be 11 days and the one (1) excess day would be forfeited to bring the total back down to 10 days or 2x the accrual rate. This gives employees up to 24 months to use their vacation time. There will be no payment in lieu of vacation for those individuals in Group A of 10.1 unless mutually agreed to by the employee and the District.
C. For those employees working four (4) or more but less than eight (8) hours per day, vacation shall accrue on a pro-rata basis. For example, an employee entitled to ten (10) vacation days who is regularly scheduled to work five (5) hours per day, earns 5 hours of vacation time for each of the 10 vacation days the employee is entitled to.

10.5. Application:

For the purposes of this Article, Group B employees hired after January 1, 1991 who thereafter become Group A employees (employees who work forty-six (46) through fifty-two (52) weeks per year) shall accrue and take vacation pursuant to Article 10, provided that accruals shall be based only upon service as Group A employees.

ARTICLE 11 - GROUP INSURANCE

11.1. Eligibility:

For purposes of this Article, it is understood and agreed by the parties that participation in the group insurance plan as stated shall be allowed only to those employees who are employed at least thirty (30) or more hours per week. For those employees working twenty (20) hours per week or more but less than thirty (30) hours per week per the following shall apply:

A. District contribution to the District Health and Dental Insurance programs shall be one-half (1/2) the applicable amounts stated in Sections 11.3-11.6.
B. Group income protection (LTD) as in force per 11.7.
C. Life insurance in one-half (1/2) the amount stated in Section 11.8.
D. For purposes of this section, it is understood and agreed that a "week" is defined as any five days in which an employee is assigned to work.

11.2. Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the District. Opportunity shall be afforded to the Association to meet and confer on such matters. The District shall contribute toward a portion of the premium for health insurance for the 2025-2027 Health Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in any of the Employee, Employee+1, or Family coverage options. The employee shall pay the difference through payroll deduction between the District contribution listed below and the total cost of the health plan coverage selected.

11.3 Employer Contribution:

The District will contribute up to the following amounts to the coverage selected by eligible employees:

District Health Insurance Program Non-Deductible/Standard Co-pay:

District Contributions Standard-Plan A per month	July 1, 2025	July 1, 2026	July 1, 2027*
Employee	$660	$693	$718
Employee + 1	$1,390	$1,460	$1,485
Family	$1,800	$1,890	$1,915

District Health Insurance Program Deductible/VEBA:

District Contributions VEBA-Plan B per month	July 1, 2025	July 1, 2026	July 1, 2027*
Employee	$725	$769	$794
Employee + 1	$1,475	$1,564	$1,589
Family	$1,930	$2,046	$2,071

* A third year of contributions are provided to ease open enrollment for employees in 2027. The contribution amounts for 7-1-2027 will be subject to bargaining in the 2027-2029 bargaining cycle.

For eligible employees who select the $1,000 Deductible Health Insurance Plan, the District will deposit $1,000 annually into an employee-owned Health Reimbursement Account (HRA) during active employment. The District will deposit that amount by September 1 of the plan year. The eligibility and employer contributions for employees working at least four (4) hours (.50 FTE) but less than six (6) hours (.75 FTE) shall be 1/2 the amounts in this Section 11.2 including the VEBA contribution.

11.4 Married Couples:

Effective starting in the 2018-19 school year, in the case of two EM SPARK employees who are both covered by this agreement and married to each other, the couple may elect to have both employees participate in the VEBA program separately with one health insurance policy coverage as long as this election is cost neutral or may create a cost savings for the District. Beginning July 1, 2018, for employees who are married to each other and participating in the VEBA program, the District shall contribute an additional amount toward the employee contribution of an amount not to exceed the single VEBA contribution for that year.

11.5. Marital Status:

For employee plus one and family coverage, marriage is defined by state statute. (MN 2017 Legislation-Section 517.01).

11.6 Dental Insurance:

The District shall contribute toward a portion of the premium for dental insurance for the 2025-2027 Dental Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in either Employee or Family coverage options. The employee shall pay the difference between the District contribution and the total cost of the dental plan coverage selected. The District will contribute up to the following amounts to the coverage selected by eligible employees who are employed at least six (6) or more hours per day (.75 FTE). Employees who are regularly assigned at least four (4) hours but less than six (6) hours (.50 -.7499 FTE) will receive one half the contributions amount below:

District Dental Contributions per month	July 1, 2025	July 1, 2026	July 1, 2027
Employee	$56.35	$56.35	$56.35
Family	$110.00	$110.00	$110.00

In the event that a successor agreement has not been entered into by July 1, 2027, District's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 2026.

11.7. Group Income Protection (Long-Term Disability):
The District shall pay the premium for the income protection insurance in force on the effective date of this Agreement for all employees who are eligible for and are enrolled in the group income protection plan. Subject to the provisions of the policy, the plan provides for a-benefit of 2/3 of income but with a monthly maximum of $5,000 per month.

A. When an employee is placed on long-term disability, the District shall contribute the dollar amount of single coverage in effect at the time the employee goes on disability, regardless of the employee's level of coverage. The District shall pay no more than the single amount in effect at the time of the onset of the employee's disability.
B. The District shall contribute this amount toward the group health insurance program for a period of three (3) years from the date of long-term disability placement or the occurrence of the employee's age of full Social Security, whichever comes first.

11.8. Life Insurance:
The District shall provide a group term life insurance plan providing $50,000 of life insurance for each employee employed by the District who is eligible for and is enrolled in the life insurance plan.

11.9. Health Care Savings Plan in Lieu of Retiree Health Insurance for employees hired after July 1, 2005:
Employees hired after July 1, 2005, and eligible for health insurance coverage will participate in a Health Care Savings Plan (HCSP) in lieu of retiree health insurance. Upon completing five years of service, employees will be automatically enrolled in the plan before the first contribution is made by the District on their behalf. Employees hired prior to July 1, 2005, and eligible for health insurance coverage (See Appendix A – former provisions) who previously elected to participate in this HCSP will continue in this program with the understanding that it will not be retroactive and that there is no re-election of the retiree health insurance program in the future. Employees who have completed the number of full years of employment by June 30th of any year after 2005 and who are eligible for health insurance coverage (Art 11.1) will receive the following annual contribution from the District to be placed in the employee's HCSP account:

- $0 annually Completed 0-4 years in the District
- $1,000 annually Completed 5-9 years in the District
- $2,500 annually Completed 10-14 years in the District
- $5,000 annually Completed 15+ years in the District

The contributions listed above are for employees eligible for full-time health insurance contributions listed in Art 11.2 and employees working .5FTE to less than .75FTE will receive ½ the contribution amounts. The maximum total district contribution that any employee can receive under this section is $50,000.

11.10. Claims Against the District:
It is understood that the District's only obligation under this Article is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits.

11.11. Duration of Insurance Contribution:
An employee is eligible for monthly District contributions as, provided in this Article as long as the employee is employed by the District. Upon termination of employment, all District participation and contribution shall cease effective on the last day of the month. In the event of a District error in making the contributions, the District will correct the amounts contributed but is not responsible for any estimated gains or losses in the fund's values. It is also the responsibility of the employee to track contributions amounts at least annually and notify the District promptly if the employee feels the amount contributed is incorrect, so that it can be corrected.

11.12. Continued Coverage (COBRA):
Employees shall be eligible to continue participation in the District group medical insurance plan, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance, under the following circumstances:

A. the employee retires prior to age 65;
B. is at least 55 years of age; and
C. has completed at least ten (10) years continuous service in the District.

The employee's right to continue participation in such group insurance, however, shall discontinue upon reaching the age of Medicare eligibility. The right to participation pursuant to this subdivision shall not be retroactive.

ARTICLE 12 - LEAVES OF ABSENCE

12.1. Eligibility and Allowance:

Sick and Safe Leave (hereinafter referred to as "Sick Leave") shall be available to all employees covered by this Agreement. Sick Leave shall be frontloaded, but shall accrue based on hours worked, as reflected in the District's payroll records. Notwithstanding the accrual method, employees shall receive an annual advance of Sick Leave on July 1 of each year as follows:

- Twelve (12) days for employees working twelve (12) months per year; and
- Ten (10) days for employees working less than ten (10) months per year.

The annual advance shall constitute the employee's full Sick Leave entitlement for the applicable school year, defined as July 1 through June 30. Unused Sick Leave shall carry over from year to year and may accumulate without limitation. Employees who commence employment after July 1 of a school year shall receive Sick Leave on a pro rata basis, calculated from the employee's date of hire. Employees who separate from employment prior to the end of the school year shall have their Sick Leave entitlement prorated accordingly. Any Sick Leave used but not yet earned as of the date of separation shall be deducted from the employee's final paycheck, to the extent permitted by law.

12.2. Sick Leave:

A. An employee may use one (1) day of accumulated paid leave for each day of personal illness. An employee may use one (1) day of accumulated paid sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, for such reasonable period as the employee's attendance with the child may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness.
B. Basic accumulated leave pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented the employee's attendance at school and performance of duties on that day or days or as otherwise allowed in this section.
C. The District may require an employee to furnish a medical certificate as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave, pay.
D. In the event that a medical certificate will be required, the employee will be so advised in writing.
E. It is the responsibility of the employee to enter requested sick leave into the District's online time off system as soon as possible, but typically before the start of the employee's scheduled shift start time. Falsifying time off requests or repeatedly not entering time off after receiving notice may result in corrective action. The employee may ask for help on how to submit time off from their supervisor, building or program administrative assistant or Human Resources.
F. For employee's whose positions require substitutes, it is the reasonability of the employee put in the request for the substitute as soon as possible to ensure the best chance the position will be filled.
G. For necessary absence because of illness in the immediate family, the employee, upon approval of the responsible administrator may use up to six (6) of the days from accumulated leave allowance in any one school year at no salary deduction. The immediate family shall be interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law and mother-in-law. In the case of a son or daughter less than eighteen (18) years old, refer to subdivision 1 of this section.
H. For necessary absence because of illness in the close family, the employee, upon approval of the responsible administrator, may use up to six (6) of the days from accumulated leave allowance in any one school year at no salary deduction. The close family shall be interpreted to mean: grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law. Close family shall also include any other person residing in or who has resided in the same household as the employee and who clearly stands in the same relationship with the employee.

I. Eligible employees may access up to a maximum of 160 hours of accumulated and unused sick leave in a school year for the care of relatives in accordance with Minn. Stat. § 181.9413 and sections A- I of this Article. Effective December 31, 2023, MN State Statute 181.9413 is repealed and replaced with MN State Statutes 181.9445-8 (Earned Sick and Safe Time-ESST). Effective January 1, 2024, use of Sick and Safe leave with pay, beyond relationships and uses defined in this Article 12.2 A-H, will be available to the employee based on definitions of uses described in MN State Statutes 181.9445-8 for eligible employees (see Appendix D in the back of this contract). The Earned Sick and Safe leave described under MN State Statutes 181.9445-8 is contained within this contract's more generous leave provision of ten (10) days within Article 12 and not in addition to it.

J. In the event an employee, in a particular year, has fully utilized the number of days provided in Section 12.2.G and H for absence due to the illness of an immediate family member and/or close family member, the employee has accumulated leave allowance remaining, and an immediate or close family member requires additional care, an additional number of days, not exceeding five (5) days, may be granted by the Director of Human Resources, if in the discretion of the Director, additional days are warranted.

K. The employee may utilize up to twelve (12) workweeks per year of job protected leave for:
   a. Family Leave:
      i. The birth of a child of the employee and in order to care for such child.
      ii. The placement of a child with the employee for adoption or foster care.
   b. Medical Leave:
      i. To care for a family member who has a serious health condition.
      ii. Treatment of a serious health condition which makes the employee unable to perform the functions of the position of such employee. The employee may elect to use accrued paid leave or may request a leave without pay or a combination of the two for the leave period. Such leave is subject to the provisions of Public Law 103-3, the Family and Medical Leave Act of 1993.

L. After basic accumulated leave has been used, and under conditions of a chronic or continuous illness or disability as certified by a medical doctor, an additional number of days of basic accumulated leave may be granted by the Executive Director of Human Resources.

M. For employees who experienced a reduction in hours under the provisions of Article 14 (Staff Reduction) will be able to continue to use their remaining unused basic accumulated leave allowance from 12.2 as outlined in Article 14.6.C (Reduction in Hours). An employee employed at least four (4) hours per day but less than six (6) hours per day and who experienced a reduction of hours as allowed in Article 14 (Staff Reduction) shall accrue and use basic accumulated leave on a pro-rata basis based on their new assignment.

12.3. Long-Term Disability Leave:

At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, the employee will not also receive a regular check from the District for those same days, but may draw upon available Sick Leave to cover the employee cost of any insurance benefits as long as the employee continues on long-term disability compensation.

12.4. Workers Compensation Leave:

When an employee is injured on the job in the service of the District and is collecting worker's compensation insurance payments, the employee will not also receive a regular check from the District for those same days, but may draw upon available Sick Leave to cover the employee cost of any insurance benefits. If an employee is injured by a student while performing their job, they will not have sick leave deducted from their accumulated sick leave balance for the worker's compensation required waiting period. Prior to collecting pay from Worker's Compensation for a compensable work injury, employees will use available sick leave. Based on Worker's Compensation rules, some or all this used sick leave will be credited back based on the length of time off according to Worker's Compensation rules. Consult with Human Resources on use of sick time for work related injuries.

12.5. Other Leave:

A. For purposes of this section, it is understood and agreed by the parties that leave days under this Art 12.5 shall be allowed only to those personnel who are employed at least four (4) or more hours per day.

B. Effective starting with the 2022-23 School Year: the three (3) days of personal leave are converted into the new vacation totals for Group B employees in Article 10.2.B. Leave under this Art 12.5 will remain available for religious holidays. In the case of religious holidays or extreme emergency, up to three (3) days of leave with pay under this section may be granted by the Executive Director of Human Resources and will be deducted from accumulated sick leave. An emergency day normally shall not be granted for the day preceding or the day following holidays or vacations and the first five (5) days and the last five (5) days of the school year.

C. Requests for observance of a Religious Holiday must be made at least two (2) days in advance using the District online time off management system. If an emergency makes it impossible to submit a request in advance, an oral request shall be submitted to the supervisor as soon as possible and then confirmed by submitting the time off using the District's online employee time off system as soon as possible or immediately upon the return of the employee. The request shall state the reason for the proposed leave. The Executive Director of Human Resources reserves the right to refuse to grant such leave.

D. In case of religious holidays or extreme emergency, additional leave with pay may be granted by the Executive Director of Human Resource and such leave shall be deducted from the employee's accumulated sick leave bank.

12.6. Bereavement Leave:

A. Employees eligible for basic accumulated leave also may be granted up to five (5) days bereavement leave for death in the immediate family or close family (as defined in Section 2). The amount of leave allowed under this provision is subject to the discretion of the responsible administrator and may depend on circumstances such as distance, the individual's responsibility for the funeral arrangements, and the employee's responsibility for taking care of the estate of the deceased, and shall not be deducted from basic accumulated leave. Additional requests for Bereavement consistent with this section may be granted and days in excess of the five (5) Bereavement Leave days would be deducted from available sick leave.

A. Requests to be absent from work for other than immediate or close family (as defined in Section 12.2), may be granted based on overall qualifying attendance and ability to cover the assignment. Any of these days granted would be deducted from available sick leave. Documentation, such as an obituary or funeral program, may be requested by the District for any bereavement leave request. If a request is denied by the supervisor, it may be appealed to the Executive Director of Human Resource.

12.7. General Leaves of Absence:

A. Employees may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the discretion of the District.

B. Such leave may be granted by the District for Peace Corps, Vista, extended illness of the employee, extended illness of the employee's family, adoption, civic activities, alternative occupational and/or educational experiences, or other reasons deemed appropriate by the District.

C. An employee on leave is eligible to participate in group insurance programs for which the employee is eligible if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the leave. If the employee's unpaid leave is under the Family and Medical Leave Act of 1993, the District will continue their medical coverage contribution for up to twelve (12) weeks. It is the responsibility of the employee to make arrangements with the benefits office to pay to the monthly premium amounts as determined by the District.

D. An employee on leave of absence under this section shall retain such amount of accumulated leave days, experience credit, seniority and other accrued benefits which the employee had accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional basic accumulated leave, experience credit, seniority or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.

E. Leaves of absence of thirty (30) days or less granted under this section shall accrue basic accumulated leave, experience credit, seniority and other benefits as if continuously employed.
F. For purposes of this section, it is understood and agreed by the parties that general leaves of absence shall be allowed only to those personnel who are employed at least four (4) or more hours per day.
G. An employee on leave of absence under this section shall notify the district, in writing, of their intent to return to the District, at least two weeks prior to the expiration of the leave. Failure to so notify the District shall constitute a resignation. An employee granted a leave of absence under this section of thirty (30) days or less shall return to their former position. An employee returning from a leave of absence under this section of more than thirty (30) days, but less than one year, shall be re-employed in the position the employee had prior to taking the leave of absence or a comparable position for which the employee is qualified. Qualifications and assignment of employees returning from a leave of absence under this section of more than thirty (30) days shall be determined by the District.

12.8. Child Care Leave:

A. The District shall grant, upon request of the employee, a child care leave, without pay, to one parent of a child, natural or adopted, subject to the provisions of this section. For purposes of this section, the term childcare shall include but not be limited to the period of time when an employee is pregnant.
B. In the event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize sick leave for the time the person is disabled. Thereafter, an employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability, such child care leave shall be in effect for the date of commencement through the period of child birth and recovery.
C. In the interest of planning for staffing coverage, an employee shall notify the Human Resources Department in writing not later than three months prior to the expected dates of leave.
D. An employee may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the superintendent or his/her designee, taking into account the continuity of the program and the desires of the employee.
E. In approving a child care leave of absence, the District shall not be required to grant any leave more than twelve (12) months in duration or permit the employee to return to employment prior to the date designated in the approved child care leave.
F. An employee returning from childcare leave (for maternity or adoption) shall be re-employed in the same position and/or classification. In the event of staff reduction, an employee returning from childcare leave is subject to Article 14 (Staff Reduction) of this Agreement.
G. An employee on child care leave is eligible to participate in those group insurance programs for which the employee was eligible when employed if permitted under the insurance policy provisions. The employer shall pay the entire premium for such programs as the employee wishes to retain after the twelve (12) weeks leave permitted by the Family and Medical Leave Act of 1993. It is the responsibility of the employee to make arrangements with the business office to pay the District the monthly premium amounts in advance and on such dates as determined by the District. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this section.
H. An employee on leave of absence under this section shall retain such amounts of basic accumulated leave days, experience credit, and other accrued benefits which the employee accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional basic accumulated leave, experience credit or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.

12.9. Military Leave:

Military leave shall be granted pursuant to applicable law.

12.10. Staff Development:

Employees will be allowed one (1) paid day per year for elective conferences or training, not including required training or conferences, with Principal approval. This day shall not be deducted from personal leave days.

12.11. MN Paid Leave:

A. Statutory authority Employees are eligible to participate in Paid Family Medical Leave (PFML) pursuant to MN Statutes 268B et seq., Family and Medical Benefits effective January 1, 2026., provides partial wage replacement and job protections to eligible staff. Upon implementation, staff shall follow the process prescribed by the State of Minnesota to request leave.

B. Costs of PFML: The employer shall pay 50 percent of the total premium for Paid Family Medical Leave set by the Minnesota Department of Employment and Economic Development (DEED). Employees shall pay 50 percent of the total premium for Paid Family Medical Leave set by the Minnesota Department of Employment and Economic Development (DEED).

C. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

ARTICLE 13 - VACANCIES AND TRANSFERS

13.1. Posting of Vacancies:

A. All permanent vacancies shall be posted by the District through the Human Resources online posting system for a minimum of ten (10) working days.

B. For purposes of this Agreement, a permanent vacancy is defined as a position that is anticipated to continue for a period exceeding six (6) months.

C. Grant-funded positions shall not be considered permanent positions. Such positions exist solely for the duration of the applicable grant funding and shall be eliminated upon expiration of that funding. Employees assigned to grant-funded positions shall not accrue or retain seniority or placement rights to other District positions by virtue of service in such positions.

D. The District reserves the right to temporarily fill a position pending completion of the posting, application, and selection procedures set forth herein.

E. Employees who work less than twelve (12) months per year and who wish to receive notification of summer or temporary job vacancies may do so by accessing the District's Human Resources website and reviewing job vacancy postings maintained by Human Resources.

F. All summer school job openings will be posted through the Human Resources online posting system.

13.2. Application for Vacancies:

All employees under this Agreement may submit an application through the Human Resources online system for any vacancy that is posted pursuant to this Article.

13.3. Filling of Vacancies:

Notice of candidate selection shall be given to all applicants interviewed and emailed to the Union President within fifteen (15) working days after the selection has been made.

13.4. Required Training:

Any employee requested by the District to take a specific course shall be reimbursed for any fees charged for that course.

13.5. Application of Seniority:

Seniority will be considered in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position, except in those positions involving a promotion which shall be filled as provided in Section 13.6. For purposes of this section, a promotion is defined as moving to a classification involving an increase in pay.

13.6. Promotion Positions:

A. In filling any vacancy, the position shall be filled by the District with the best qualified candidate. In making its determination the District shall consider the employee's qualifications and seniority with the District, along with other relevant factors.
B. If, in review of applications, the District is going to, recommend that the job be awarded to a junior employee, EM SPARK shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with the responsible administrator.
C. Employees promoted to a higher classification shall not change steps on the salary schedule. This provision shall not be retroactive.

13.7. Outside Applicants:

The District reserves the right to fill any position with an outside applicant if no internal candidates apply or if internal candidates do not have the needed qualifications for the position.

13.8. Voluntary Transfers:

A. Employees desiring a transfer to an assignment in the same classification or lower classification shall submit a written request to the Human Resource Director stating the specific assignment or nature of the assignment and the school or schools preferred. Such request shall be acknowledged in writing.
B. Each transfer applicant shall be notified of the status of that application on or before June 1st of the school year in which the request is made.

13.9. Administrative Transfers:

The District reserves the right to transfer personnel as conditions may require. Transfers of this nature will be discussed with EM SPARK prior to final disposition. The employee will be given the chance to discuss any hardships the move would cause for her/him. The District will review each request on a case-by-case basis based on the hardship caused and student needs. In the case of such administrative transfers, the District shall make an effort to provide transferred personnel with positions of comparable pay and hours.

ARTICLE 14 - STAFF REDUCTION

14.1. Procedures:

In the event of staff reduction, personnel shall be laid-off or have hours reduced pursuant to the provisions of this Article.

14.2. Seniority:

For the purpose of this Article, the term seniority shall mean the accumulation of years of service in the EM SPARK Unit, formerly PACE/Student Support Unit (SSU) in positions of 20 hours or more per week.

A. Seniority shall not apply to employees whose positions are funded by State and/or Federal project grants.
B. Seniority date ties shall be broken by District Hire Date, then by District Start Date, if still tied then the tie shall be broken by lot. All tie breakers will be done in the presence of both District and EM SPARK representatives.
C. It is recognized that past history (2002-2003) of this bargaining unit left some district employees assigned positions in two (2) bargaining units in order to maintain benefits. Those employees shall exercise and maintain benefits and seniority in the unit where the majority of their hours were assigned. As such, in the event of lay-off, reduction in hours, bumping and recall those employees shall follow their respective contract and be allowed consideration only within the unit of their original designation.

14.3. Layoffs:

Except in cases of the inability of the employee to perform the duties of the assignment or in cases of termination for just cause, the selection of EM SPARK personnel for Layoff shall be made in reverse seniority order within one of the two following groups:

A. Group 1: Forty-six (46) through fifty-two (52) week employees — 20 hours per week or more.

B. Group 2: Less than forty-six (46) week employees — 20 hours per week or more.
   a. In no case shall an employee on layoff, who is eligible for benefits, be required to accept a position that is not consistent with benefit eligibility of their former position. The employee is still subject to the eighteen (18) months recall rights provision.
   b. An employee on layoff that has been offered a position with fewer hours than the position that they were laid-off or is in a different classification will be allowed to decline the offer with no forfeiture of recall rights. The employee is still subject to the eighteen (18) months recall rights provision.
   c. The District will provide EM SPARK with a list of laid-off EM SPARK employees and the positions available due to budget reductions by June 30th of each year, so EM SPARK may assist laid-off employees.

14.4. Employees on Layoff:

Laid-off employees are defined as those employees whose positions have been eliminated and/or who have been moved from their position and are working in a different position or with fewer hours.

A. Any employee laid-off pursuant to this section shall have the right to displace the least senior employee in the same classification, holding a comparable full-time or part-time position for which the employee is qualified, or if this opportunity does not exist, the least senior employee in the next lower classification within the bargaining unit.
B. Laid-off employees who have accepted a position within a lower classification shall receive priority consideration in filling vacancies in their previous classification.

14.5. Recall Rights:

Laid-off employees shall retain their seniority and right to recall within one of the above groups for a period of eighteen (18) months after the date of layoff.

A. Recall rights shall terminate upon resignation or layoff of an employee pursuant to this Agreement or after eighteen (18) consecutive months.
B. Employees who have been laid-off pursuant to Section 14.3 and have recall rights pursuant to Section 14.4 will be recalled in seniority order to any available EM SPARK position within the District unit provided they are qualified for the available positions.
C. An employee who is laid-off and placed on the recall list shall be paid for unused vacation days.
D. An EM SPARK employee, who is on the recall list, and is offered a comparable position in the same classification with the same or more number of hours and with the same or better benefits, shall accept the position or lose recall rights.

14.6. Reduction in Hours:

In situations involving reductions in hours, decreases in assigned work time will be taken from the least senior employee in the building where the reduction in hours is occurring, then the next least senior, etc.

A. In cases where a reduction in hours affects an EM SPARK employee, a senior EM SPARK employee shall be allowed to bump the least senior EM SPARK employee for which the employee maintains benefits within a position within their current classification and for which they are qualified.
B. In cases where a building is allowed to reinstate hours: those hours will be reallocated beginning with the most qualified EM SPARK employee who has experienced the reduction in hours. This process shall apply only within each building. The principal/supervisor shall be responsible to reallocate and reassign hours that best fit the needs of their building.
C. EM SPARK employees who experience a reduction in hours shall be allowed to maintain and utilize remaining accumulated leave and earned vacation.

14.7. Exclusion:

It is understood and agreed by the parties that this Article shall not apply to EM SPARK personnel whose positions are funded by temporary state, federal and/or project grants. Employee positions funded by short-term grants will end at the time the money from the grant ends or no longer covers the cost of the positions. Employees whose positions are

eliminated from these temporary grants, will retain districtwide rights to be placed in a vacancy or the least senior position within their classification.

ARTICLE 15 - PROBATIONARY PERIOD

15 1. Probationary Period:
An employee under the provisions of this Agreement shall serve a probationary period. For employees who start working on or before January 15, the probationary period will be effective through June 30th of that school year. For employees, who start work after January 15 of any school year, the probationary period will extend to December 31st of the following school year. The probationary period is a time of review and during this time the District shall have the unqualified right to suspend without pay, terminate or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, termination or other discipline is concerned. Prior to a decision to release an employee during probation, the supervisor will meet with the employee at least twice to discuss expectations, any areas where the employee is not meeting performance standards and provide a reasonable time to correct the performance issues.

15.2. Suspension or Termination:
An employee who has completed the probationary period may be suspended without pay, terminated or disciplined only for just cause in accordance with Article 18 (Corrective Action). An employee who has completed the probationary period and is suspended without pay, terminated or otherwise disciplined shall have access to the grievance procedure and representation from EM SPARK at meetings with the supervisor.

15.3. Probationary Period — Change of Classification:
In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a new assignment probationary period of ninety (90) calendar days in any such new position. During this ninety (90) day new assignment probationary period, if it is determined by the District that the employee's performance in the new position is unsatisfactory, the District shall have the right to reassign the employee to an assignment in his/her former position title. Prior to a decision to return the employee to their former classification, the supervisor will meet with the employee at least twice to discuss expectations, any areas where the employee is not meeting performance standards and provide a reasonable time within the 90 days to correct the performance issues.

ARTICLE 16 – DEFERRED COMPENSATION

16.1. Deferred Compensation Matching Program:
All EM SPARK employees working 20 or more hours per week, will be eligible to participate in the deferred compensation matching program. The District will match the amount an employee contributes up to the amounts defined in 16.1.C. District contribution will be on a prorated basis for part years worked and FTE eligibility for health insurance in Art 11.1. An employee working .75 FTE or more will receive the full contributions below. Employees working .5 FTE but less than .75 FTE will receive ½ the contribution amounts in 16.1.C.
Eligible employees must elect to participate in the deferred compensation program. Participation will continue at the same level until the payroll Department is notified in writing of any changes.
The District will pay its matching share of FICA taxes as provided in Minnesota Deferred Compensation legislation until legislation changes. The District will match eligible employee's contributions up to the maximum amounts listed below:

- $ 500 maximum annually- Completed 0-4 years in the District
- $ 800 maximum annually- Completed 5-9 years in the District
- $ 1,050 maximum annually- Completed 10-14 years in the District
- $ 1,300 maximum annually- Completed 15-19 years in the District
- $ 1,550 maximum annually- Completed 20 or more years in the District

The District is only responsible for the required contributions amounts. In the event of a District error in making the contributions, the District will correct the amounts contributed but is not responsible for any estimated gains or losses in the fund values. It is also the responsibility of the employee to track contributions amounts annually and

notify the District promptly if the employee feels the amount contributed is incorrect, so that it can be corrected within the year the error was made.

16.2. Deferred Compensation Eligibility:

A. Employees hired on or after July 1, 1999 will be eligible to participate in this Deferred Compensation Program described in 16.1 and will not be eligible to participate in the District's former severance program and will not receive the 1-1/2% matching contribution from the District for employees hired prior to July 1, 1999.
B. Employees hired prior to July 1, 1999 can participate in the program on a voluntary basis, but will not be eligible for both plans. Employees electing to participate in this program must do so on or before June 30 of each year and cannot change back to the District's severance program. The District's contribution will be on a pro-rata basis.

ARTICLE 17 - EVALUATION

17.1. Formal Evaluations:

A. All formal evaluations of personnel shall be conducted openly and with full knowledge of the employee concerned by an administrator or supervisor of the District.
B. All formal evaluations of personnel shall be in writing or online system. Two (2) copies of the written evaluation shall be submitted to the employee at the time of personal conference or within five (5) working days thereafter, one (1) to be signed and returned to the administration, the other to be retained by the employee. When using an online evaluation process, the employee will be given access to the online evaluation and be able to review and sign online.
C. In the event that the employee feels that the evaluation was incomplete or unjust, the employee may put those objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. In lieu thereof, the employee may file a grievance under the grievance procedure stating the evaluation was factually inaccurate. All evaluations shall be based-upon the criteria established in the job description or by the District.

ARTICLE 18 - CORRECTIVE ACTION

18.1. Corrective Action:

A. The District recognizes the concept of progressive discipline. The purpose of the taking corrective action through progressive steps of discipline is to inform the employee of the correct way to perform the job and of any consequences for not making needed changes. The corrective action process consists of informal and formal steps consisting informal coaching conversations and of formal actions of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) termination. The employee shall be allowed EM SPARK representation at any stage of formal discipline. A conference between the employee and his/her supervisor shall be held prior to the imposition of any of the formal actions of oral or written reprimand, suspension without pay or termination.
B. Normally, the District will utilize the levels of progressive discipline in order. However, in the case of more serious infractions, the District reserves the right to impose discipline, at any level, consistent with the seriousness of the infraction. Normally, a written warning and time to correct, when appropriate, will precede a suspension without pay or termination.

18.2. Grounds for Disciplinary Action:

The imposition of an oral reprimand shall not be subject to the grievance procedure. An employee may challenge the contents of any written materials pursuant to the provisions of Article 5.6 (Personnel Files) herein. An employee shall receive a written reprimand, be suspended without pay or terminated only for just cause and such action shall be subject to the grievance procedure. This provision does not preclude or supersede the provision contained at Article 15.1 (Probation) herein.

18.3. Opportunity to Meet:
Suspension without pay or termination of employment shall be imposed by the Superintendent, or designee. If a suspension without pay is to be considered pursuant to Section 18.2 hereof, the employee shall be afforded an opportunity to meet with the Superintendent. The employee may elect to have representation in attendance at any such meeting. In the absence of the Superintendent, another district office administrator may act as the Superintendent's designee for purposes of this section.

18.4. Subject to Arbitration:
Suspension without pay or termination of employment shall take effect only after written notification from the Superintendent, or designee, to the employee and Union stating the grounds for suspension without pay. The Union shall have the right to invoke the grievance procedures set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent within five (5) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay, and length thereof, was appropriate considering all circumstances surrounding the action.

18.5. Time of Suspension:
Suspension without pay shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in the written notice. The suspension shall continue in effect for the time period provided in the written notice of suspension without pay. The maximum suspension without pay shall not exceed the length of one school year.

18.6. Suspension with Pay:
The parties acknowledge that the District has the right to impose a suspension with pay as a disciplinary action under special circumstances. Such an action on the part of the District would be subject to the just cause standard as provided for suspensions without pay. If used, the suspension with pay shall have the same weight in the progressive process as the same length suspension without pay.

18.7. Application of Suspension Without Pay:
Suspension without pay shall not apply to an employee who is removed from duty pending investigation of allegations, which period shall be covered by a paid Administrative Leave and which shall not be subject to the grievance procedure.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1. Purpose and Procedure:

A. Good morale is maintained, whenever problems arise, by the sincere efforts of all persons concerned working toward constructive solutions in an atmosphere of courtesy, cooperation and good faith. The parties acknowledge that it is desirable for an employee and the employee's immediate supervisor to informally resolve grievances. However, since all matters cannot be resolved satisfactorily in this manner, a formal process must be provided as an alternative. Thus, this formal grievance procedure has been developed as a means of securing, at the lowest possible administrative level, prompt and equitable solutions to those disputes not settled on an informal basis.
B. The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure. Further, it is agreed that the investigation and processing of any grievance shall be conducted in a professional manner at such times as not to cause undue interruptions of established work schedules.

19.2. Representative:
The employee shall be entitled to representation during any step of this procedure by any person or agent designated by the exclusive representative to act on the employee's behalf. The District may be represented during any step of this procedure by its designated representative.

19.3. Grievance Definition:
A "grievance" shall mean an allegation by an EM SPARK employee or a group of employees resulting from a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

19.4. Definitions and Interpretations:

A. The term "employee", except where otherwise indicated, is considered to apply to all members of the appropriate unit.
B. Grievant: An "aggrieved employee" or "grievant" is the employee or employees making the claim.
C. Time Limits: The time limits provided in the grievance procedure shall be strictly observed but may be extended by written mutual agreement of the parties concerned. In the event a grievance is filed after May 1, of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process such grievance prior to the end of the school year.
D. Working Days: Reference to "days" regarding time periods in this procedure shall refer to working days. A working day is defined as all days excluding Saturdays, Sundays and holidays as defined by this Agreement.
E. Computing Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from 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, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.
F. Filing/Service of Process: 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 or time stamp on the District's email service to the Superintendent or appropriate District Administrator within the time period.
G. Grievance Form: The grievance form which must be used for filing of grievances shall be provided by the District. Such form shall be readily accessible in all school buildings or electronically available on the District's website. (See Attachment 1 – Grievance Form).

19.5. Adjustment of Grievance, Time Limitation and Waiver:
The parties shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

Informal
If an employee believes there has been a grievance, the employee shall discuss the matter with the responsible supervisor and/or the Executive Director of Human Resources within fifteen (15) days of the occurrence of the act which gives rise to the grievance or within fifteen (15) days after the employee acquired or should have acquired knowledge of the facts which give rise to the grievance. If the grievance is not resolved as a result of this meeting, the employee, with the Union's consent, may file a formal written grievance. Failure to grieve at the informal step within the time period set forth above shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the periods hereafter provided shall also constitute a waiver of the grievance.

Formal Grievance:

A. Level 1: The formal written grievance, signed by the employee involved and approved by the Union must be presented to the responsible supervisor within fifteen (15) days after the responsible supervisor and/or the Executive Director of Human Resources respond to the grievance at the informal step. An employee, with the Union's consent, may file a formal written grievance within fifteen (15) days after the informal grievance submission if no response has been received by that time. The responsible supervisor shall meet with the employee and the employee's Union representative within ten (10) days after receipt of the written grievance and give a written answer to the grievance within ten (10) days of the meeting, The Union has ten (10) days in which to either accept the answer or appeal it in writing to the next level.
B. Level 2: If the grievance has not been resolved in Level 1, it may then be processed to Level 2 by the Union presenting the written grievance to the Superintendent. The Superintendent or his/her designee shall meet within fifteen (15) days after receipt of the written appeal to discuss the problem with the employee and the employee's Union representative. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the grievance. The Union has ten (10) days in which to either accept the answer or appeal it in writing to the next level. Such appeal shall be served in the Office of the Superintendent.

C. Level 3: If the grievance has not been resolved at Level 2, the Union may present the grievance to the School Board for consideration. The School Board reserves the right to review or not to review the grievance, but must make that decision within fifteen (15) days after receipt of the written appeal. In the event the School Board chooses to review a grievance, the Board or a committee thereof shall within fifteen (15) days, meet to hear the grievance. After this meeting, the Board shall have a maximum of fifteen (15) days in which to answer the grievance in writing. If the matter is not resolved at this level, the Union has ten (10) days in which to either accept the answer or appeal it to arbitration by filing such an appeal in the office of the superintendent. The School Board reserves the right at its own instance to review any decision under Level 1 or Level 2 of this procedure, provided the School Board serves such notice within fifteen (15) days after the decision is issued. In the event the School Board reviews a grievance under this subdivision, the School Board reserves the right to affirm, reverse or modify such decision.

D. Denial of Grievance: Failure by the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the Union may appeal it to the next level. This shall not negate the obligation of the District to respond in writing at each level of this procedure.

E. Step 3 Waiver: Provided both parties (the EM SPARK and the District) agree in writing, Level 3 of this grievance procedure may be bypassed and the grievance taken directly to the Bureau of Mediation Services (BMS) Grievance Mediation or arbitration. Grievance mediation is optional and voluntary. If mediation is pursued, the contractual timelines for processing a grievance shall be delayed during the period of mediation. Should the matter be unable to be resolved in mediation, the parties retain the right to move to the Arbitration procedure outlined in Article 19.6.

19.6. Arbitration:

Procedure: In the event that the parties (EM SPARK and the District) are unable to resolve a grievance it may be submitted by the Union to arbitration as defined herein.

A. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the Union may request a list of seven (7) qualified arbitrators from the Bureau of Mediation Services (BMS). The District and the Union shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The Union and the District shall, within five (5) days after getting the list from the BMS, meet to strike names or attempt to agree upon the selection of an arbitrator. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

B. Hearing: The grievance shall be heard by a single arbitrator. The grievant may be represented by the Union. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.

C. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject; however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. 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.

D. 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 that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. 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. However, the party ordering a copy of the transcript shall pay for such copy.

E. Restriction on Arbitrator: The arbitrator shall not have the power to add to, subtract from, or to modify the terms of the Agreement.

19.7. Election of Remedies and Waiver:
A party instituting any action, proceeding or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon initiating a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE 20 - MISCELLANEOUS

20.1. Mileage Allowance:
Mileage allowance shall be paid for authorized use of personal cars in connection with District business in an amount determined by District policy. The mileage allowance shall be in accordance with IRS guidelines.

20.2. Excess Liability Coverage:
The District shall provide automobile liability insurance coverage for employees as excess to the automobile liability coverage carried by the individual employee when their personal automobiles are used for District business.

20.3. Non-Work Injury:
The District has the right to request medical documentation concerning the employee's fitness for duty.

20.4. Publication of the Agreement:
Copies of this Agreement shall be on the District website and available to all members of the appropriate unit within thirty (30) working days after the Agreement is executed. Further, the District shall furnish or make fifteen (15) copies of the Agreement available to the EM SPARK Unit to print for its organizational use.

20.5. Unit Representation:
A unit employee acting as a representative for the purpose of negotiations, grievance proceedings, hearings or meetings scheduled by the employer during work hours shall not sustain a loss of pay.

20.6. Reclassification:
An EM SPARK employee may petition for a job reclassification if the position they are currently in has had a significant change in job responsibilities, and they have worked with their building Principal and the Human Resources Department in clarifying what are the new responsibilities. Human Resources and an EM SPARK representative will be part of all potential reclassification actions prior to any change in classification.

ARTICLE 21 - DURATION

21.1. Terms and Reopening Negotiations:
This Agreement shall remain in full force and effect for a period commencing on-July 1, 2025 through June 30, 2027, and thereafter as provided by P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

22.2. Effect:
This Agreement constitutes the full and complete Agreement between the District and EM SPARK representing the student support personnel of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

23.3. Finality:
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 to by both parties.

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

SIGNATURE:

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

For:
Education Minnesota EM SPARK Local 7358

Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

Dated 03/24/2026

Address to which notices are to be sent:
Education Minnesota SPARK Local 7358
6300 Walker Street
St. Louis Park, MN 55416

For:
Independent School District #283

Chairperson

Clerk

Superintendent

Director of Labor Relations

Executive Director of Human Resource

Dated 03/24/2026

Address to which notices are to be sent:
Independent School District No. 283
6300 Walker Street
St. Louis Park, MN 55416

Salary Schedules A: 2025-26

SCHEDULE A: EM SPARK Salary Schedule 2025-26

Effective July 1, 2025

Step	CLS3	CLS4	CLS5	CLS6	CLS7
1	$17.90	$18.91	$19.54	$21.19	$23.34
2	$18.50	$19.53	$20.19	$21.89	$24.05
3	$19.24	$20.32	$21.00	$22.77	$24.92
4	$20.03	$21.14	$21.86	$23.69	$25.85
5	$20.66	$21.84	$22.56	$24.47	$26.62
6	$21.23	$22.45	$23.21	$25.18	$27.34
7	$21.81	$23.08	$23.85	$25.90	$28.06
8	$22.55	$23.87	$24.66	$26.78	$28.93
9	$23.19	$24.76	$25.85	$27.65	$29.80
10	$25.23	$26.81	$27.91	$29.73	$31.89
11	$25.23	$26.81	$27.91	$29.73	$31.89
12	$25.23	$26.81	$27.91	$29.73	$31.89
13	$25.23	$26.81	$27.91	$29.73	$31.89
14	$25.23	$26.81	$27.91	$29.73	$31.89
15	$26.78	$28.36	$29.46	$31.28	$33.44
16	$26.78	$28.36	$29.46	$31.28	$33.44
17	$26.78	$28.36	$29.46	$31.28	$33.44
18	$26.78	$28.36	$29.46	$31.28	$33.44
19	$26.78	$28.36	$29.46	$31.28	$33.44
20	$27.33	$28.91	$30.01	$31.83	$33.99
21	$27.33	$28.91	$30.01	$31.83	$33.99
22	$27.33	$28.91	$30.01	$31.83	$33.99
23	$27.33	$28.91	$30.01	$31.83	$33.99
24	$27.33	$28.91	$30.01	$31.83	$33.99
25	$27.78	$29.36	$30.46	$32.28	$34.44

Career Increments (non-cumulative or compounding)

After 15 years of service: $1.55 additional per hour

After 20 years of service: $2.10 additional per hour

After 25 years of service: $2.55 additional per hour

Salary Schedules B: 2026-27

SCHEDULE B: EM SPARK Salary Schedule 2026-27

Effective July 1, 2026

Old Step	New Step	CLS3	CLS4	CLS5	CLS6	CLS7
4	1	$20.43	$21.57	$22.30	$24.17	$26.36
5	2	$21.07	$22.27	$23.01	$24.96	$27.15
6	3	$21.65	$22.90	$23.67	$25.69	$27.88
7	4	$22.24	$23.54	$24.32	$26.42	$28.62
8	5	$23.00	$24.35	$25.16	$27.31	$29.51
9	6	$23.66	$25.25	$26.36	$28.21	$30.40
10	7	$25.74	$27.34	$28.47	$30.33	$32.52

Retention Stipend:

Effective July 1, 2026: An EM SPARK employee will qualify for a retention stipend above the EM SPARK's salary schedule matrix rate after completing the designated number of full years of experience credits, as of July 1 of any year. Retention stipend is non-cumulative and will be divided out over each check. The amounts below will be prorated for assignments of less than 12 months and 1.0 FTE.

- After completing 15 years of credited service with the District - $3,800
- After completing 20 years of credited service with the District - $4,700
- After completing 25 years of credited service with the District - $5,700

APPENDIX A: EM SPARK Position Titles

Positions
PARAPROFESSIONAL CLASS 3 • Greeter/Hall Monitor • Parking Lot Monitor
PARAPROFESSIONAL CLASS 4 • Instructional Assistant • Early Learning Preschool Assistant • Kindergarten Assistant • Supervision Aide
PARAPROFESSIONAL CLASS 5 • Health Assistant 1 • Media Assistant • Security Monitor • Special Education Assistant
PARAPROFESSIONAL CLASS 6 • Digital Learning Assistant • Elementary Support Assistant • Grade Level Coordinator • Health Assistant 2
PARAPROFESSIONAL CLASS 7 • Health Assistant 3 • Occupational Therapy Assistant

APPENDIX B: RETIREE INSURANCE AND SEVERANCE:

FORMER ARTICE XI – INSURANCE Section 6 School District Insurance Contribution for Eligible Retirees Hired Prior to July 1, 2005:

Subject to M.S. 465.72, full time personnel having completed at least twenty (20) years of continuous service with the School District who are at least fifty-five (55) years of age shall be. eligible, for severance pay, pursuant to the provisions of this Agreement, upon submission of a written resignation accepted by the School Board. To be eligible for benefits of this article a EM SPARK employee must be regularly employed at least thirty (30) hours per week and compensated on the basic salary schedule. -EM SPARK personnel working less than thirty hours per week can be eligible provided that fifteen of the continuous service years were at a thirty (30) hour per week level and none of the continuous service years were below twenty (20) hours per week. -Severance pay shall not be granted to any employee who is discharged for just cause by the school district.

Subd. 1. The employee shall be eligible to continue participation in the district group medical and dental plans, if permitted by the terms of policy with the insurance carrier, until the age of Medicare eligibility. Except as otherwise provided in Subd. 2 hereof, the employee shall pay the entire premium for such coverage.

Subd. 2. The School District shall contribute the dollar amount provided by the benefits in effect at the time of the employee's retirement until the employee reaches the age of Medicare eligibility or the expiration of six (6) years from the date of the employee's retirement, whichever occurs first. The portion of the premium not contributed by the School District shall be borne by the employee.

Subd. 3. An employee who has reached the age of Medicare eligibility and has maintained continuous coverage, and has a spouse less than the age of Medicare eligibility shall be eligible to purchase the District medical insurance plan at group rates covering such spouse-by paying the entire premium for such coverage, until such time that the spouse reaches age of Medicare eligibility or upon the expiration of six (6) years from the date the employee reached the age of Medicare eligibility whichever occurs first.

FORMER ARTICLE XVI - SEVERANCE PAY Section 1A. Eligibility: Employee must have been hired and continuously employed prior to 7/1/1999:

Subject to M.S. 465.72, full time personnel having completed at least twenty (20) years of continuous service with the School District who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this Agreement, upon submission of a written resignation accepted by the School Board. To be eligible for benefits of this article an EM SPARK employee must be regularly employed at least thirty. (30 hours per week and compensated on the basic salary schedule. EM SPARK personnel working less than thirty hours per week can be eligible provided that fifteen of the continuous service years were at a thirty (30) hour per week level and none of the continuous service years were below twenty (20) hours per week. The district will prorate combined years of service that fall below thirty (30) hours per week. Severance pay shall not be granted to any employee who is discharged for just cause by the school district.

Section 2A. Number of Days:

Subd. 1. An eligible employee, upon retirement or death, shall receive as severance pay an amount representing one hundred fifteen (115) day's pay.

Subd. 2. In addition, an eligible employee shall receive, as severance pay upon retirement or death, the amount obtained by multiplying the employee's daily rate by one-half (1/2) times the employee's number of unused leave days, but in any event not to exceed one hundred (100) days' pay.

Section 3A. Daily Rate of Pay:

In applying these provisions, an employee's daily rate of pay shall be the daily rate of pay at the time of retirement or death, as provided in the basic salary schedule for the fiscal year, and shall not include any additional compensation for overtime, or other extra compensation.

Section 4A. Payment:
Employees will no longer receive any direct payment from the School District for severance pay. Payment equal to 100% of the value of the employee's severance pay shall be paid directly into the employee's traditional 403b custodial the account or other tax-sheltered provision of the Internal Revenue Code. The School District's annual contribution the employee's traditional 403b custodial account or other tax-sheltered provision shall not exceed the annual IRS contribution limit for such contributions. No portion of the severance payment will be made to a Roth 403b plan. If any part of the severance pay due to the employee exceeds the IRS contribution limits for a given year, any such amount shall be paid to an account on behalf of the employee for a health care savings plan maintained by the State of Minnesota or a mutually agreed upon account for such plans pursuant to the provisions of Minn. Stat. § 356.24.

Section 5A. Effective Date:
This Article shall be effective and apply to any employee who retires after July 1, 1977.

Section 6A. Application Date:
In order to be eligible for the benefits of this Article XVI an employee must submit a written resignation and request for severance pay no later than March 1, preceding the end of the fiscal year in which the employee intends to retire. Any proration required by Section 7 hereof shall be made on the basis of applications as submitted by this March 1 deadline each fiscal year.

Section 7A. Limitations:

Subd. 1. Notwithstanding any other provision of this Article, the School District's maximum obligation under this Article for members of this bargaining unit shall not exceed the sum of $70,000 for all retirees in any one fiscal year.

Subd. 2. Severance pay applications will be processed in the order received. In the event an application would constitute a liability to the School District in excess of the limitation stated in Subd. 1 hereof, the amount exceeding the limitation would not be paid during that fiscal year. However, those employees, if any, not receiving a full severance payment in one fiscal year will have priority to receive the balance in the following fiscal year prior to any bargaining unit employee resigning and eligible in the subsequent year.

Section 8A. Tax Sheltered Annuity:

Subd. 1. The school district shall participate in a matching tax-sheltered annuity program for all regularly employed EM SPARK employees who are compensated on the basic salary schedule and employed twenty (20) hours per week or more and were hired prior to July 1, 1999.

Subd. 2. The amount contributed by the school district shall match the EM SPARK employee's contributions, but such contributions shall not exceed one and one-half percent (1 1/2%) of the employee's basic contract salary.

APPENDIX C: GRIEVANCE REPORT FORM

EM SPARK EMPLOYEES
GRIEVANCE REPORT FORM
St. Louis Park Public Schools

Name: _____**Building:** _____

Date if Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Particular Relief Sought:

_____

Signature of Grievant **Date**

APPENDIX D: MINNESOTA EARNED SICK AND SAFE TIME EMPLOYEE NOTICE

DEPARTMENT OF LABOR AND INDUSTRY

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. As a regular employee working at least four hours per day or more, the earned sick leave plan in your employee agreement is more generous than required in Minnesota Statutes § 181.9447, subdivision 9 and incorporates the definitions of time off under the statute. If you are a temporary employee or an employee who is scheduled to work less than four hours per day, then you will receive the earned sick and safe leave of one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year as specified in Minnesota Statutes § 181.9447, subdivision 9. A year for purposes of the employee's earned sick and safe time accrual is: July 1st to June 30th each year.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- 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;
- 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.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than two consecutive days.

For regular full and part-time employees scheduled at least four hours per day or more, you should refer to your employee agreement about reporting sick time off. In general, you should report your time off using the district's online time off reporting system. If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, they should enter that time off request in the online time off system as far in advance as possible, but at least two days in advance. In situations where an employee cannot provide advance notice, the employee should, should report that absence as soon as possible and before the start of your shift if possible.

For temporary employees who typically work less than four hours per day or casual employees who do not work five days per week on a regular basis, if you need to request time off you should notify your supervisor to record the time off as far in advance as possible. If a temporary employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, they should notify their supervisor as far in advance as possible, but at least two days in advance. In situations where a temporary employee cannot provide

advance notice, the employee should, should report that absence to their supervisor as soon as possible and before the start of the shift that day, if possible.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or esst.dli@state.mn.us visit the department's earned sick and safe time webpage at sickleave.mn.gov.

This document contains important information about your employment. Check the box at the left and give it to Human Resources or your supervisor to receive the information in this language.

	Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
	Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwm. Khij lub npauv ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
	Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
	Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
	Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
	Somali/Soomaali	Dukumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduuqan haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
	Laotian/ພາສາລາວ	ເອກະສານນີ້ມີຂໍ້ມູນທີ່ສ່າຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິງກ່ອງທີຢູ່ເບື້ອງຊ້າຍເພື່ອຮັບຂໍ້ມູນນີ້ໃນພາສານີ້.
	Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
	Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito.
	Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta'an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
	Amharic/አማርኛ	ይህ ዶኩመንት አቀጣጠሮን በሚመለከት አስፈላጊ መረጃ የያዘ ነው። ይህንን ዶኩመንት በስተግራ በኩል ባለው ቋንቋ ተተርጉሞ እንዲሰጦት ከፈለጉ በዛው በስተግራ በኩል ባለው ሳጥን ውስጥ ምልክት ያድርጉ።
	Karen / ကညီကျိာ်	လံာ်တီလံာ်မီတခါအံၤဟ်ယုာ်တၢ်ဂ့ၢ်တၢ်ကျိုးအကါဒိၣ်လၢအဘၣ်ယးဒီးနတၢ်ဖံးတၢ်မၤနၣ်လီၤ. တိၤနီၣ်တၢ်ဧၢလၢအစုၣ်တကပၤလၢတၢ်ကဒိးနၣ်တၢ်ဂ့ၢ်တၢ်ကျိုးလၢကျိာ်တခါအံၤအဂီၢ်တက့ၢ်.
	Arabic/ العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة.

MEMORANDA AND ADDITIONAL INFORMATION

For information, this section includes the following MOA and MOU that are concurrent with this contract.

1. **MOA- Interpreter and Translator Services 2025-2027**
2. **MOA- University of Minnesota- NXT GEN Teacher Apprenticeship 2026-2028**
3. **MOU- EM SPARK and Student Safety 2025-2027**

St. Louis Park Public Schools

MEMORANDUM OF AGREEMENT
BETWEEN
EDUCATION MINNESOTA SPARK
AND
SAINT LOUIS PARK SCHOOLS

INTERPRETER AND TRANSLATOR SERVICES FOR EM SPARK 2025-2027

THIS AGREEMENT is entered into between the St. Louis Park Public Schools, Independent School District 283 (District) and the EM SPARK (SPARK), collectively referred to as (the Parties).

WHEREAS the District and EM SPARK are parties to a Collective Bargaining Agreement (CBA) covering terms and conditions of employment; And

WHEREAS, the parties wish to clarify the definition and use; Interpreter and Translator Expectations, Procedures, and Compensation.

NOW, THEREFORE, the Parties agree to the following:

I. Purpose

The purpose of this agreement is to establish the expectations, certification requirements, and compensation structure for employees represented by EM SPARK Union who provide professional interpretation and translation services within the district.

II. Required Training & Certification

To qualify for the designations and compensation outlined in this MOA, employees must successfully complete and maintain certification from an approved program in one or both of the following areas:

1. **Approved Programs:** To qualify for compensation, employees must complete a District-approved certification program, such as the Alexandria Community College program or other programs formally vetted and approved by Human Resources.
2. **Proof of Certification:** Employees are responsible for providing formal documentation of successful completion to the Human Resources department prior to any service delivery or payment.
3. **Reimbursement:** The District shall reimburse the cost of certification upon successful completion and submission of proof of payment.

II. Type of Services

- **Interpreter (Spoken Language):** Facilitates oral communication between school staff and families. Primary duties include, but are not limited to, IEP meetings, evaluation meetings, and other special education discussions.
- **Translator (Written Language):** Responsible for the accurate translation of written documents, including IEPs, procedural safeguards, evaluation reports, and formal notices.

St. Louis Park Public Schools

Contract Type	FTE Range	Annual Stipend Amount
12-Month Contracted	1.00 – 0.60 FTE	$5,000
12-Month Contracted	0.59 – 0.30 FTE	$2,500
10-Month Contracted	1.00 – 0.60 FTE	$3,500
10-Month Contracted	0.59 – 0.30 FTE	$1,750

VII. Compensation: Vouchered Time (Outside Contracted Hours)

Employees covered by this agreement who are requested to provide services outside of their contracted duty day must submit a voucher for payment.

- **Hourly Rate:** Employee's standard hourly rate **plus an additional $2.50 per hour.**
- **Eligibility:** This rate applies only to hours worked specifically providing approved interpreter or translation services beyond the contracted schedule.
- **Scheduling:** Whenever possible, interpretation and translation needs should be scheduled during the employee's contracted time.

VIII. Procedures and Expectations

1. **Documentation:** Employees are responsible for providing proof of certification from approved programs to Human Resources.
2. **Scheduling:** Whenever possible, interpretation and translation needs should be scheduled during the employee's contracted time.
3. **Accuracy:** Employees are expected to adhere to professional ethics regarding confidentiality and linguistic accuracy in all interactions.

This Memorandum of Agreement represents a full and complete Agreement between the parties hereto and will remain in effect until June 30, 2027. There are no covenants, promises or undertakings outside of this Memorandum of Agreement other than as specifically set forth herein. The Memorandum of Agreement is non-precedent setting.

The undersigned, by execution hereof, state that they have read this Memorandum of Agreement and that they understand and fully agree to each, all and every provision of this Memorandum. Their signatures hereby acknowledge receipt of a copy of this Memorandum.

IN WITNESS WHEREOF, the Parties have executed this agreement as follows:

SIGNATURES:

INDEPENDENT SCHOOL DISTRICT NO. 283 St. Louis Park Public Schools

Dated: June 3, **2026** **By:** _____
Executive Director of Human Resources

Dated: June 3, **2026** **By:** _____
EM SPARK President

St. Louis Park Public Schools

MEMORANDUM OF AGREEMENT
BETWEEN
EDUCATION MINNESOTA SPARK
AND
SAINT LOUIS PARK SCHOOLS
University of Minnesota- NXT GEN Teacher Apprenticeship 2026-2028

THIS AGREEMENT, is entered into between the St. Louis Park Public Schools, Independent School District 283 (District) and the EM SPARK (SPARK), collectively referred to as (the Parties).

WHEREAS, the District and SPARK are parties to a Collective Bargaining Agreement ("CBA") governing terms and conditions of employment; And

WHEREAS, this initiative represents a collaborative partnership between the Minnesota Teachers Joint Apprenticeship Training Committee (MNTJATC) as the registered apprenticeship sponsor, the University of Minnesota Next Generation Teacher Apprenticeship ("NXT GEN Teach") program, St. Louis Park Public Schools, and SPARK.; And

WHEREAS, MNTJATC has secured funding sources to support tuition and administrative costs for participating staff during the covered school years; And

WHEREAS, the NXT GEN Teach program has been approved by the Professional Educator Licensing and Standards Board (PELSB) and is approved or in final approval stages with the Minnesota Department of Labor and Industry (DLI); And

WHEREAS, the program enables eligible internal staff to obtain a Bachelor's Degree and Minnesota Teaching License in Academic and Behavioral Strategist (ABS), or Academic and Behavioral Strategist (ABS)/Emotional Behavioral Development (EBD) or Early Childhood Special Education (ECSE), resulting in highly qualified educators to serve district students and the community;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the District and SPARK. agree to the following terms:

SECTION 1. TERM, DURATION & FUNDING CONTINGENCY

1. **Duration:** This Memorandum of Agreement ("MOA") shall take effect upon execution and remain in full force and effect through June 30, 2028, unless funding is discontinued or either party provides written notice to terminate the agreement pursuant to CBA procedures.
2. **Tuition & Program Funding:** Tuition due to the university partner shall be covered by MNTJATC on the teacher apprentice's behalf for the duration of the program, subject to available grant funding. A total lack or discontinuation of funding will result in the discontinuation of the program.

SECTION 2. SELECTION DISCRETION & PROGRAM COMMITMENT

1. **Selection Discretion:** The District maintains sole discretion to determine candidate qualifications, interview, and select participating Journey Workers (licensed teacher mentors) and Apprentices.
2. **Program Commitment:** Selected Journey Workers and Apprentices commit to participating in and completing all program requirements for two (2) consecutive school years.
3. **Performance & Attendance Metrics:** To remain in the program and qualify for progressive wage differentials or stipends, Apprentices must make continuous progress toward certification, maintain a 90% attendance rate in both Related Technical Instruction (RTI) and On-the-Job Training (OJT), and maintain passing grades that meet university academic standards.

SECTION 3. DEFINITION OF RTI, OJT, AND WORKING CONDITIONS

1. **Distinction of RTI vs. OJT:** Related Technical Instruction (RTI) is distinct from On-the-Job Training (OJT) and is recognized as required instructional coursework tied directly to state licensure completion. RTI shall not be treated as optional, "extra," or subject to worksite operational conditions.
2. **Virtual RTI Contingencies:** Apprentices are permitted to attend mandatory RTI coursework virtually on designated non-student/non-school calendar days, school closure days (e.g., inclement weather or emergency closures), or approved sick leave days.
3. **OJT Protection & Substituting Restrictions:** OJT is an essential experiential component. To preserve training consistency and instructional integrity, Apprentices will not be pulled regularly to substitute teach or cover class absences, nor reassigned away from their regular job duties.
4. **Collaboration:** Both Journey Workers and Apprentices shall collaborate with internal district staff and external university/sponsor partners as necessary to satisfy program expectations.

SECTION 4. PROTECTION OF RTI DURING LABOR DISPUTES & EMERGENCY CONTINGENCIES

1. **Continuation During Labor Action:** Because apprenticeship timelines are tightly bound to university degree schedules and state licensure approvals, mandatory RTI coursework shall continue uninterrupted during labor strikes, negotiations, or work stoppages so apprentices remain on track for graduation and licensure.
2. **Technology & Access Contingency Plan:** In the event district-issued devices, accounts, or platforms (e.g., laptops, district email, Google Drive) become offline or inaccessible during a labor dispute or technical emergency, the program will deploy alternative access options, such as university-provided devices, temporary non-district LMS logins, or alternate submission pathways, to prevent instructional disruption.

SECTION 5. DEDICATED APPRENTICESHIP COORDINATOR ROLE

1. The District commits to designating an Apprenticeship Coordinator/Administrator responsible for:
   - Navigating union-related, licensure-related, and timeline-based conflicts.
   - Acting as a direct liaison between the sponsor (MNTJATC), the District, the university partner, SPARK., and participating apprentices/mentors.
   - Protecting overall program integrity and compliance when broader workforce or operational issues arise.

SECTION 6. APPRENTICE & JOURNEY WORKER COMPENSATION

1. **Apprentice Year 1 Compensation:** Apprentices in their first year shall earn their current hourly rate in accordance with the applicable EM SPARK Collective Bargaining Agreement.
2. **Apprentice Year 2 Compensation:** Apprentices in their second year shall receive an additional **$1.50 per hour wage differential** above their base hourly rate, in compliance with DLI progressive wage requirements.
3. **RTI Pay Structure:** Program schedules shall explicitly define paid versus unpaid RTI hours. In the event backpay or retroactive wage structures are negotiated, such terms shall apply to eligible RTI work hours accordingly.
4. **Journey Worker Compensation:** Participating Journey Workers shall receive a **$4,000 annual stipend** for each school year served (up to two years total), funded and disbursed through the University of Minnesota, subject to available funding and completion of role requirements.

SECTION 7. JOURNEY WORKER (MENTOR) RESPONSIBILITIES & OPERATIONS

1. **Assignment Limit:** A Journey Worker shall be paired with no more than two (2) Apprentices at any given time.
2. **Required Duties:** Journey Workers must:
    - Attend required program orientations and mentor training sessions.
    - Provide embedded coaching, observations, and structured mentoring during OJT.
    - Participate in program role evaluations.
    - Respect the Apprentice's obligation to complete required RTI during labor actions without coercion or pressure.

SECTION 8. DISCIPLINE, EMPLOYMENT STATUS, SENIORITY & REINSTATEMENT RIGHTS

1. **Failure to Meet Expectations:** If an Apprentice or Journey Worker is unwilling or unable to meet program requirements for coursework, mentorship, attendance, or work performance, the District reserves the right to end participation and prorate or adjust associated stipends and wage differentials.
2. **Employment Dependency:** Participation as an Apprentice is contingent upon continuous employment with the District. Termination of employment for any reason simultaneously terminates participation in the apprenticeship program.
3. **Seniority & Reinstatement Rights:** Apprentices shall retain and continue to accrue seniority and benefit eligibility under their original bargaining unit CBA during program participation. An employee who leaves or does not complete the apprenticeship program shall be dismissed from the apprenticeship but will remain employed in an open position within their original bargaining unit assignment pursuant to the CBA, without loss of accrued seniority or benefits.

SECTION 9. POST-COMPLETION SALARY PLACEMENT & SERVICE COMMITMENT

1. **Teacher Salary Schedule Placement:** Apprentices who successfully complete the two-year program, earn their Minnesota Teaching License in ABS, ABS/EBD, or ECSE, and are hired by St. Louis Park

Public Schools into a licensed teaching position will receive credit for two (2) years on the teacher salary schedule and commence employment at **Step 3**.

2. **Post-Completion Service Commitment:** Newly licensed teachers hired through this program commit to remaining employed with St. Louis Park Public Schools for **three (3) years** following completion, unless employment is terminated due to performance non-renewal, budgetary position elimination, or mutual agreement approved by the Superintendent.

This Memorandum of Agreement represents a full and complete Agreement between the parties hereto and will remain in effect until June 30, 2028. There are no covenants, promises or undertakings outside of this Memorandum of Agreement other than as specifically set forth herein. The Memorandum of Agreement is non-precedent setting.

The undersigned, by execution hereof, state that they have read this Memorandum of Agreement and that they understand and fully agree to each, all and every provision of this Memorandum. Their signatures hereby acknowledge receipt of a copy of this Memorandum.

IN WITNESS WHEREOF, the Parties have executed this agreement as follows:

SIGNATURES:

INDEPENDENT SCHOOL DISTRICT
NO. 283 St. Louis Park Public Schools

Dated: 08/13/ **, 2026** **By:** _____
Executive Director of Human Resources

Dated: 08/13/ **, 2026** **By:** _____
EM SPARK President

St. Louis Park Public Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN
EDUCATION MINNESOTA SPARK
AND
SAINT LOUIS PARK SCHOOLS

EM SPARK AND STUDENT SAFETY 2025-2027

WHEREAS, EM SPARK and the St. Louis Park Public School District care deeply about students and staff safety and support the St. Louis Park Schools Mission to create a caring, diverse work and learning community and provide a safe and nurturing environment that energizes and enhances the spirit. We together collaboratively agree to renew the following tenants on safety:

Subdivision 1. EM SPARK will not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being or that of students.

Subdivision 2. To maintain a safe classroom environment, EM SPARK will use best-practice information on classroom management and create lessons to keep students engaged. EM SPARK should use appropriate de-escalation methods, such as CPI or other professional development. EM SPARK should document and keep required data on student behavior as appropriate for their job assignment, and will be supported by District administration without any fear of keeping such information and using this information in a professionally appropriate manner.

Subdivision 3. In the event that a student has three behavior incidents within 30 calendar days where the student was restrained or caused injury to self or others reported to the health office, additional supports will be considered and implemented by the student's team (for example; IEP Team or Social Worker, student's SPARK(s), Principal and other appropriate staff) as needed to keep both staff and students safe. Conduct a meeting within 5 School days after the third (3) incident to consider added support. Schedule an additional meeting within 5 School days after the fifth (5) incident to consider alternative placement or intensified interventions.
In the case where two additional behavioral incidents occur where a student was restrained, or an incident was reported to the health office, a meeting will be held between district administration and school staff who are part of the student's team to help facilitate a conversation to consider options which may include meet to discuss programming needs and supports, or additional services or other options.

Subdivision 4. EM SPARK are expected to report physical injuries to the health office as part of their job without fear of any retaliation. If a EM SPARK employee is injured, they should fill out a First Report of Injury Form and submit it to their Principal/Supervisor. The Principal/Supervisor will follow-up with the injured staff member within 24 hours of the First Report of Injury being submitted. This ensures support and allows immediate safety adjustments.

Subdivision 5. In accordance with MN state statute and St. Louis Park School Board policy, all EM SPARK and other district staff who work with a student who has a known history of violent behavior shall receive notice from the administration about that student's history of violent behavior prior to working with the student.

St. Louis Park Public Schools

Subdivision 6. EM SPARK has an obligation to create a safe learning environment and work to de-escalate behaviors as trained. The District and EM SPARK will work with the District PD Committee to determine appropriate staff training for various job assignments.

- Refresher CPI Sessions twice a year for SPED and high incident elementary settings
- Scenario-based training with a focus on safe disengagement
- Clear enforcement of the right to refuse unsafe restraints

Subdivision 7. Any EM SPARK who believes they do not have the physical means to separate a fight in process, the staff will engage by other means (yelling, recording the fight on a cell phone, calling 911). Staff are not expected to intervene physically by breaking up a fight. A SPARK may refuse to restrain or hold a student if he/she reasonably believes that doing so would be unsafe physically. The District will not retaliate for said refusal (reprimand, discipline, or termination) even if the SPARK was being directed to by an administrator and a reasonable person would have been fearful.

This Memorandum of Understanding represents a full and complete Agreement between the parties hereto and will remain in effect until June 30, 2027. There are no covenants, promises or undertakings outside of this Memorandum of Understanding other than as specifically set forth herein. The Memorandum of Understanding is non-precedent setting.

The undersigned, by execution hereof, state that they have read this Memorandum of Understanding and that they understand and fully agree to each, all and every provision of this Memorandum. Their signatures hereby acknowledge receipt of a copy of this Memorandum.

IN WITNESS WHEREOF, the Parties have executed this agreement as follows:

SIGNATURES:

INDEPENDENT SCHOOL DISTRICT
NO. 283 St. Louis Park Public Schools

Dated: 03/25, **2026** **By:** _____
Executive Director of Human Resources

Dated: 03/25, **2026** **By:** Julie Wells
EM SPARK President