Columbia Heights ISD #13

MASTER AGREEMENT

ISD #13

COLUMBIA HEIGHTS PUBLIC SCHOOLS

AND

EDUCATION ASSISTANT EMPLOYEES SEIU Local 284 School Service Employees CTW

2026-2028

COLUMBIA HEIGHTS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 13

EDUCATION ASSISTANT EMPLOYEES

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ARTICLE I
PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between Independent School District No. 13, Columbia Heights, Minnesota, hereinafter referred to as the School District, and the Education Assistant Employees, Local 284, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA of 1971, as amended, to provide the terms and conditions of employment for Education Assistant employee for the duration of the Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA of 1971, as amended, the School District recognizes Local 284 as the Exclusive Representative for Education Assistant employees employed by the School District which Exclusive Representative shall have those rights and duties as prescribed by the PELRA of 1971, as amended, and as described in the provisions of this Agreement.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, including fringe benefits, and the Employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For the purpose of the Agreement, the term Education Assistant Employees, Lunch Duty Monitors, Building Monitors and Home School Liaisons excluding ECFE non-certified employees, shall mean all persons in the appropriate unit employed by the School District as defined in Minnesota Statute 179A.03 Subd.14(e).

Section 3. School District: For the purpose of administering this Agreement the term "School District" shall mean the School Board or its designated representative.

Section 4. Substitutes: A substitute shall mean those casual employees who are hired to perform the duties of a regular employee who is either part-time or full-time.

Section 5. Other Terms: Terms not included in this Agreement shall have those meanings as defined by the PELRA of 1971, as amended.

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organization structure and selection and direction and number of personnel. Management functions not expressly delegated in this Agreement are reserved to the School District.

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the Education Assistant services prescribed by the School District and shall be governed by the School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the School District. Any provisions of this Agreement found in violation of any law, rule, or regulation thereunder, shall be without force or effect.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right to any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion or any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in the appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment of such unit with the School Board.

Section 3. Request for Dues Check-Off: Employees shall have the right to request and be allowed dues check-off for the union. The union shall provide the district with written documentation attesting that the appropriate form of authorization has been received by the union from the employee to authorize the deduction. Deductions shall be made from the employees' regular pay check over 20 pay periods per calendar year. A list of names of the employees from whom deductions were made and the dues will be sent to the union. The district shall make available to the union a list of bargaining unit employees including name, address, phone number, work hours and location, work email address, position, classification and date of employment. The

district shall inform the union representative(s) and steward(s) of all new hires and of the meeting date, if any, for new hires.

Section 4. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of 90 student contact days, commencing the first day of work, of continuous service in the School District. During the probationary period the School District shall have the unqualified right to discipline, including suspend without pay, or discharge the employee without recourse to the grievance procedure. Following the probationary period, the School District shall follow a policy of progressive discipline, unless the severity of the conduct justifies more severe consequences. The District shall discipline or discharge employees only for just cause.

Section 5. Job Posting:

Subd. 1. Written notice of job openings shall be posted in Human Resources for a period of five (5) work days and shall be given and sent by e-mail to the Union Steward(s) and sent by e-mail to all employees. During the summer months the School District shall mail or e-mail Education Assistant job postings to employees who have requested in writing such notices. Application of the interested parties should be sent to Human Resources. The District shall post and interview internal candidates prior to posting and interviewing candidates from outside of the District. Seniority and current employment as a School District Education Assistant will be a consideration but will not be an absolute factor. The leading candidates whose background and abilities meet the requirements of the posted position will be interviewed by their potential supervisor. The Human Resources Director will recommend the successful candidate to the Superintendent for School Board approval. Once a posting has been filled, the District shall within ten (10) days notify the Steward(s). Such notification shall include: name, wage, benefits, position title, number of hours and location.

Subd. 2. Individuals working as Education Assistants in the School District on a temporary basis through Kelly Services shall not work more than forty-five (45) consecutive calendar days, after which the School District shall post a job vacancy for a permanent employee, except that no such postings shall be required to be made after April 1.

Section 6. Employee Orientation: All new employees are required to participate in a three hour employee orientation session before or immediately upon employment. The union steward and or business agent will be given an opportunity to address the attendees regarding membership in the collective bargaining unit.

Section 7. Union Business: The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting union business, but the Union agrees to reimburse the School District for all substitute Education Assistant costs incurred as a result of union business. When mediation or arbitration sessions will require the attendance of both parties to meet on work time, no salary deductions shall be made for such leave to the employees, but Local 284 agrees that if a substitute is used, the district will be reimbursed for the wages of the substitute. The School District shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative and may, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.

Section 8. <u>Seniority/Lay-off Reassignment from Eliminated Positions</u>:

Subd 1. Seniority List: Four seniority lists, based on the first day of continuous service of employment in the bargaining unit, shall be published on March 1 of each year, one list for Education Assistant employees, second list for Lunch Duty Monitors, third list for Home School Liaison employees, and fourth list for Building Monitor employees. The list shall show seniority in the District. In the event of equal seniority, the earliest date of employment action by the Board shall determine the greatest seniority. Should a tie still exist the person whose name appears first in the board agenda shall have the greatest seniority.

Staff covered by the Education Assistant collective bargaining agreement (including staff covered under an Education Assistant collective bargaining agreement Memorandum of Understanding) who move between seniority lists within the Education Assistant collective bargaining agreement will maintain their original seniority date. Staff only maintain seniority on one Education Assistant seniority list.

Subd 2. Lay-off: When a position is eliminated, the person or persons with the least total seniority in the District shall be laid off until the hours of employment reduced are equal to that of the position eliminated. Any layoffs or position eliminations, and resulting bumping rights, shall be implemented based upon which seniority list the affected employee is placed.

Subd. 3. Any re-employment or recall rights shall be implemented based upon which seniority list the affected employee is placed. Re-employment rights will be maintained for a period of one (1) year from date of lay-off and recall shall be based on seniority and the most senior employee on lay-off shall be recalled first. Employees shall be notified in writing. Employees who are called back during this one (1) year period, but do not respond to Human Resources within five (5) calendar days after written notification of recall or do not report to work as directed by Human Resources shall forfeit all rights to further recall. Any time loss due to lay-off shall not count as years of service, vacation or severance pay accrual.

Subd. 4. Reassignment: A two-week notice shall be given, if possible, to employees in the event a reassignment of duties is necessary.

ARTICLE VI
COMPENSATION PLAN

Section 1. <u>Rates of Pay:</u> The basic salary schedule set forth in Appendix A attached hereto shall be a part of this Agreement, effective July 1, 2026. Employees shall be compensated for 2026-2027 and 2027-2028 years at the appropriate step as set forth in Appendix A. In the event a successor Agreement is not entered prior to July 1, 2028, an employee shall remain at the same step as compensated during the 2027-2028 contract year until a successor Agreement is reached, which Agreement shall govern advancement for the next Agreement.

Section 2. Longevity Pay: Longevity pay of $250.00 annually will be granted after five (5) years of continuous service, $375.00 per year after ten (10) years of continuous service, $500.00 per year after fifteen (15) years of continuous service, and $650.00 per year after twenty (20) years of continuous service, and $800.00 per year after twenty-five (25) years to the School District as an Education Assistant employee in both years of the contract. The longevity payment shall be made in one (1) lump sum on the last pay period in June following the employee's completion of five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service to the School District as an education assistant employee. Leaves of absence approved by the School District shall not be considered a break in service for purposes of determining eligibility for longevity payments.

Section 3. Mileage Reimbursement: Individuals will be reimbursed at the approved IRS rate when an employee is directed by the School District to use their own vehicle for District purposes. Such reimbursements must be pre-approved to be eligible.

Section 4. Lunch/Break: Employees working six (6) hours or more per day shall be provided a duty-free, unpaid lunch period of thirty (30) minutes. Relief periods or breaks will be provided under the following schedule:

a. Individuals working 4 hours: One 15-minute break
b. Individuals working 6 hours: One – 15 minute break
   One – 10 minute break
c. Individuals working more than 6 hours: Two 15-minute breaks

Scheduling of breaks shall be the responsibility of the building principal/supervisor.

Section 5. Resignation: All employees within this document shall be required to provide a letter to the District with a two (2) week notice upon their resignation as PERA requires. Letter of intent for returning the next year is no longer required.

Section 6. Notice of Assignment: The District will notify each Education Assistant in writing on or before the last student contact day as to those Education Assistants who will not be returning for the next school year. Postmarked by August 15th of each school year the Education Assistant employee will be notified of their specific assignment. If an Education Assistant is not returning to their current building, the District will have a discussion with the affected employee. Once the District has issued a notice of assignment, the assignment cannot be changed without a discussion with the affected employee.

An Education Assistant employee invited by the Superintendent to attend Convocation shall be paid at the Education Assistant employee's regular hourly rate of pay.

Should the pupil being supported by an Education Assistant leave the district, or no longer need individual support, the pupil support Education Assistant for the student will be notified that they will be reassigned according to seniority, experience and qualifications of the Education Assistant, and the best interests of the School District.

Section 7. In-Service Training Days: Twelve hours of in-service training days shall be provided to all Education Assistant employees, including the Convocation, if attended as provided in Section 6. The District will consult with the Union Steward(s) regarding in-service training topics with the final determination made by the District.

Section 8. Compensation Time: All compensation time must be pre-approved by the building principal/supervisor.

Section 9. Payment Method: Effective July 1, 2024 pay checks will be issued for direct deposit and deductions on the 5th and 20th of each month.

Section 10. Emergency Classroom Supervision: Education Assistant employees shall not be required to serve as a substitute teacher, in the absence of the classroom teacher, except in the occasional emergency situation, and then only for a brief period of time. In an emergency situation, if an employee is required to supervise a classroom in lieu of a teacher for 54 minutes at Columbia Academy or one hour or more for all other buildings, the employee shall be compensated an additional two dollars and twenty-five cents ($2.25) per hour over the employee's current rate of pay, for the period they supervise a classroom in lieu of a teacher. Educational Assistant employees shall not plan and prepare lessons or grade assignments unless they hold an appropriate license from the Professional Educators and Licensing Standards Board (PELSB).

Section 11. Out of Classification Pay: In the event an employee is substituting a full work day (at least 6 hours) within the bargaining unit for another employee in a higher pay category, the employee subbing in shall be paid at the higher rate for all hours worked in the new role. In the event that an employee subs in a lower paid category, they shall be paid their normal rate of pay. Substitutions must be approved by the Director of Special Services or Director's designee.

Section 12. Meeting Attendance: In the event an Education Assistant is directed by the case manager, the supervising principal or Special Education Director to attend an IEP meeting or meeting/conference regarding a student, the Education Assistant will be paid at the Education Assistant's hourly rate, if the meeting extends or occurs beyond the contract day.

ARTICLE VII
LEAVES OF ABSENCE

Section 1. Sick Leave: Sick leave allowance shall be credited at the beginning of the work year up to ten days per year. (A day is defined as the number of hours worked per day.) Unused sick leave at the end of the year shall be carried over into the next year and may accumulate to a maximum of 155 days. (The number of hours worked per day may vary from year to year.) Sick leave shall not accumulate during any time that an employee is on an unpaid leave of absence. On the third incidence of absence, the School District may require an employee who has been absent because of illness to furnish a medical certificate from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for sick leave pay.

An employee may use accumulated sick leave benefits for absences due to an illness of the employee's child, spouse or parent for such reasonable periods as the employee's attendance with the child, spouse, or parent is necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. This sick child, spouse or parent care leave applies only to sick leave benefits payable to the employee from the sick leave benefits accumulated by the employee.

The District reserves the right to require doctor's certification when such care is required and it also reserves the right to obtain periodic reports on the status of the child's, spouse's, or parent's illness. This requirement is in effect following three (3) consecutive days of absence due to a child's, spouse's or parent's illness.

Section 2. Immediate Family Bereavement Leave: In the case of death of immediate family, employee may be granted up to three days of leave time, not deducted from their sick leave. Up to two days of sick leave shall be granted per occurrence for the death of the employee's immediate or extended family members.

Section 3. Emergency Leave: Two (2) days of emergency leave per year (non-accumulative) may be granted when in the opinion of the Administration such request constitutes a real emergency. The salary in such cases will be paid in full but the days granted will be deducted from sick leave accumulation.

Section 4. Personal Leave: Each employee shall be credited with three (3) personal days deducted from sick leave each year. Employees may carry over one (1) personal day to the next school year. Personal leave is to be used for necessary absence required for the transaction of personal business which cannot be completed outside of the normal working day. Examples of personal business which qualify for use of such leave include, but are not limited to, personal reasons, court appearances, real estate closings, or a significant family event such as wedding and commencement ceremonies. Application for use of such leave shall be made in advance in writing, when possible, to the immediate supervisor. In the event the written notice cannot be given, oral approval must be obtained from the supervisor.

Section 5. Workers' Compensation:

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

Subd. 2. If allowed by the Board, deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the same pro-rata portions of days of sick leave or vacation time that is used to supplement Workers' Compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or

vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. Disability: All group insurance benefits shall be retained by Education Assistant employees who may become disabled due to a job-related accident or injury. Costs to the employee so disabled shall remain the same as for active employees. All insurance benefits resulting from a job related accident or injury shall cease at age 65.

Subd. 6. Medical Leave as a result of an injury in the workplace: An employee absence due to physical injury as a result of assault by a student in the course of performance of their job duties shall not be charged against the employee's sick leave days for up to three days of absence caused by such assault. If the employee's absence under this section is covered by workers' compensation benefits, the employee shall only be paid by the School District for the first three days of absence to the extent workers' compensation does not fully compensate the employee. To be eligible under this section, the employee must complete procedures for Workers' Compensation Insurance. For purpose of this section, a student assault will be determined by the Director of Human Resources.

Section 6. <u>Parental Leave</u>:

Subd. 1. An employee shall be afforded a parental leave of absence providing she/he follows the procedures outlined in this Section. For the purpose of this contract, parental leave will be defined as leave of absence for pregnancy, leave of absence for care of a newborn child (or a combination of both), or adoption.

Subd. 2. An employee who is applying for this leave shall either submit a written resignation or request a leave of absence in writing subject to the provisions of this Section.

Subd. 3. An employee wishing to use parental leave shall notify the Superintendent in writing not later than thirty (30) calendar days prior to the date the employee wishes to commence the leave, and also at such time, shall provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 4. An employee requesting a parental leave shall submit a written request to the Superintendent including commencement date and estimated return date. If an employee so elects, a written resignation may be tendered. An employee contemplating an adoption shall notify the Superintendent of plans to adopt in accordance with the time frame found in Subd. 3 of this Section and shall give at least five (5) days notice before actually commencing the leave.

Subd. 5. The effective beginning date of such leave or the resignation of the employee, if the employee so elects, shall be submitted by the Superintendent to the School Board for its action.

Subd. 6. The Board shall not, in any event, be required to grant any more leave than twelve (12) months from commencement of the leave. If the original agreed upon return date is less than the maximum allowed, the leave may be extended by mutual agreement of the employee and the Superintendent.

Subd. 7. If the employee complies with all provisions of this Section, a parental leave shall be granted by the Board, and the Board shall notify the employee in writing of its action.

Subd. 8. If the leave is for the purpose of childbearing, the employee may resume her job as soon as she and her doctor agree she is physically qualified to perform her duties.

Subd. 9. All employees returning from a parental leave shall be re-employed in a position for which she/he qualified commensurate with a position occupied prior to the leave, subject to the following conditions.

1. That the position has not been abolished, subject to the provisions of this Agreement.
2. That she/he is not physically or mentally disabled from performing the duties of such position.

Subd. 10. Failure of the employee to return pursuant to the date determined in this Section shall constitute grounds for termination in the District.

Subd. 11. The parties agree that the applicable periods of probation for employees set forth in this contract are intended to be periods of actual service enabling the School District to have an opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary period.

Subd. 12. An employee who returns from parental leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue leave time during the period of absence for parental leave, but shall accrue time for the purposes of seniority.

Subd. 13. An employee on parental leave is eligible to participate in group insurance programs for such programs as she/he wishes to retain, commencing with the beginning of the leave. 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.

Subd. 14. In case of adoption, Subd. 3. is not applicable. The parties further agree that any parental leave of absence granted under this Section shall be a leave without pay. Nothing in this Section may be construed to mean that an employee must take parental leave.

Subd. 15. A pregnant employee may use sick leave for those days in which she is ill due to pregnancy or childbearing. However, if a parental leave is to begin after the childbearing, the beginning date of that leave must be at the earliest date the physical condition of the employee would have allowed her to assume her job responsibilities. Nothing in this Section shall prevent the granting of a request to start a parental leave prior to the birth of the child, but when such request is granted the leave of absence shall be without pay and the employee shall not accrue fringe benefits or be eligible for school district contributions, but the employee shall accrue seniority during the leave.

Section 7. Medical Leave:

Subd. 1. An employee who is unable to work because of illness or injury and who has exhausted all sick leave credit shall, upon request and with Board approval, be granted a medical leave of absence without pay for a period of time not to exceed one (1) year from the approval date. The District may, after review of the specific conditions, renew such leave for a period of one (1) more year, pending medical evidence.

Subd. 2. A request for leave of absence under this Section shall be accompanied by a written statement from a medical doctor outlining the condition of health and estimated time at which the employee is expected to assume her/his normal responsibilities. The employee requesting medical leave shall, if the Board desires, submit to an examination by a physician(s) selected by the Board, at Board expense, prior to the granting of medical leave.

Subd. 3. This shall be a leave of absence without pay, during which an employee shall not accrue fringe benefits or be eligible for School District contributions, but shall accrue seniority.

Subd. 4. Any employee who fails to comply with the provisions of this Section may be terminated for just cause.

Section 8. Child Conference/Activity Leave: An employee may have up to a total of 16 hours during any school year to attend school conference or classroom activities related to the employee's child, provided that the conferences or classroom activities cannot be scheduled during non-working hours and the need for the leave is foreseeable. The employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the District. The employee may substitute personal leave or unpaid leave for any part of the leave.

Section 9. Career Exploration Leave: A voluntary leave of absence for at least one (1) year but no more than two (2) years, without pay, shall be granted by the Board under the following conditions:

Subd. 1. The employee must have been employed on a full-time basis by the District for at least five (5) years but have less than thirty (30) total years of employment.

Subd. 2. A leave may be granted only once.

Subd. 3. The employee on such leave shall be reinstated to the least senior position in the same category which she/he occupied prior to going on leave provided she/he has more seniority and the employee has not been terminated under the lay-off provision of the contact; and has notified the Board of her/his intent to return prior to May 1st of the year of the date of return. Failure to comply with the subdivision shall constitute grounds for termination.

Subd. 4. The employee on such leave shall retain seniority earned prior to the leave but shall not accrue any additional seniority in the District during the period of said voluntary leave. Any sick leave or years of service toward vacation accrual earned prior to the commencement of the leave shall be granted should the employee return to work in District #13.

Subd. 5. No sick leave or vacation will accrue and no insurance benefits will be provided by the Board during this voluntary leave. The employee may remain in the group hospitalization/medical plan at her/his expense if no other employment is held and the carrier permits. All premiums for this insurance shall be paid a month in advance.

Subd. 6. The voluntary leave shall be limited to a maximum of two (2) employees on said leave provided suitable replacements can be found.

Subd. 7. It shall be agreed by the parties that any individual granted a voluntary career exploration leave shall not file for unemployment compensation benefits chargeable to the District.

Subd. 8. Request for career exploration leave must be made by March 1 of each year. Approval or denial of said leave shall be made known to the requesting employee by the following May 15.

ARTICLE VIII
HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of 30 hours, exclusive of lunch period for full-time employees. Any time worked over 40 hours in a work week shall be paid at the time and one-half rate.

Section 2. Part-Time Employees: The School Board reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. Part-time employees are those employees working less than 30 hours per week.

Section 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the Building Principal.

Section 4. School Closing: In the event that school is closed by the Superintendent for any reason and teachers and/or students are not required to be in attendance the Education Assistants shall not report to work and shall be paid for the day, provided the missed school day is not made up at a later date. Previously approved leave for this day shall not be debited from the employee's leave accrual.

Section 5. Paid Holidays: The following eleven (11) holidays shall be paid as per the number of hours normally worked:

Labor Day	December 24th
Teacher Convention (Friday)	December 25
Thanksgiving	New Year's Eve Day
New Year's Day	Memorial Day
Friday after Thanksgiving	President's Day

Floating Holiday Designated by the Superintendent (exceptions may be made with prior approval)

ARTICLE IX
GROUP INSURANCE

Section 1. <u>Health and Hospitalization Insurance:</u>

a. Single Coverage: The Board shall contribute during the 2026-2027 and 2027-2028 fiscal years the same as for other non-administrative staff (teachers) per month toward the cost of the premium for medical-hospitalization plan for individual Education Assistant personnel working three-quarters time or more, who are employed by the District, and qualify for single coverage. The cost of the premium not contributed by the Board shall be borne by the employee and paid by payroll deduction.

b. Family Coverage: The Board shall contribute during the 2026-2027 and 2027-2028 fiscal years the same as for other non-administrative staff (teachers) per month toward the cost of the premium for the medical-hospitalization plan for family coverage for each Education Assistant personnel working three-quarters time or more, who is employed by the District, and who qualifies for family coverage. The cost for the premium not contributed by the Board shall be borne by the employee and paid by payroll deduction.

c. Voluntary Employee Beneficiary Association Account: The school district shall contribute to the eligible employee's Voluntary Employee Beneficiary Association (VEBA) account $200 per month for family health insurance plans and $100 per month for single insurance plans. For employees participating in the Maximum Value Family or Single Health Insurance Plans the School District shall contribute an amount necessary to meet the minimum monthly insurance premium. One-sixth of the contribution will occur on the first paycheck in July and the remaining five-sixths will occur on the first paycheck in September. Education Assistant employees may apply for VEBA hardship on the School District website no later than the last contracted teacher day for that year. The School District reserves the right to approve or deny any VEBA hardship requests in its sole discretion.

Section. 2. <u>Retired Employee Medical-Hospitalization Insurance</u>: The School District shall contribute the same amount as that contributed for teachers who retire during the same year as the Education Assistant towards the premium for health and hospitalization insurance for all retirees who have reached age 55 at the time of retirement and have completed at least 16 years of continuous service with the district until the employee is eligible for Medicare. If a court of law or state or federal agency shall determine that the Medicare eligibility language is unlawful, the employee shall receive the benefits in this paragraph for a period of five (5) years following retirement. Such benefits shall be identical to those received by active employees. The entire cost of dependent coverage shall be borne by the retired employee with all premiums payable in advance.

Section 3. Dental Insurance:

a. Single Coverage: The School District will contribute for the 2026-2027 and 2027-2028 fiscal years the same as for other non-administrative staff (teachers) per month toward the cost of premium for dental insurance for individual coverage for each Education Assistant person working three quarters time or more, who is employed by the District, and who qualifies for and is enrolled in the District dental plan. The cost of the premium not contributed by the School Board shall be borne by the employee and paid by payroll deduction.

b. Family Coverage: The School District will contribute for the 2026-2027 and 2027-2028 fiscal years the same as for other non-administrative staff (teachers) per month toward the cost of the premium for dental insurance for family coverage for each Education Assistant personnel working three-quarters time or more, who is employed by the district, who qualifies for and is enrolled in the District dental plan and who qualifies for family coverage. The cost for the premium not contributed by the Board shall be borne by the employee and paid by payroll deduction.

Section 4. Long Term Disability Insurance: The School District will pay the premium for the income protection insurance for all Education Assistant personnel working thirty hours or more. The income protection plan shall include the following:

1. Disability benefits will accrue after an elimination period of 60 working days;
2. The monthly income benefit shall be 66 2/3% of basic monthly earnings, but not to exceed $2,000 per month.

Unused sick leave will be used, at the rate of 1/3 day of leave per day on income protection, to raise the benefits to full salary until such time as the individual's leave time becomes exhausted. Such leave shall in no way reduce the benefits under this income protection program.

Section 5. Life Insurance: The District will pay the premium for a group life insurance policy in the amount of $50,000 for all permanent employees who are eligible for coverage under the terms of the policy and who work 30 hours per week or more.

ARTICLE X
RETIREMENT

Section 1. 403(b) Deferred Compensation: Employees may participate in an Employer 403(b) Compensation Plan as outlined below:

Subd. 1. Employer 403(b) Compensation: Education Assistants may participate in the District 403(b) deferred compensation plan. Employees who have completed at least three (3) years of continuous service with the District will be eligible for an annual employer match of up to $1500.00 each contract year.

Subd. 2. Sick Leave 403(b) Conversion: All employees who have accumulated at least 60 days of sick leave as of July 1 may elect to receive a District contribution of $75 for each day of sick leave accumulated above 60 days, in lieu of sick leave, up to a maximum of 10 days per year, or $750, provided the employee makes an annual contribution equal to or greater than the amount contributed by the District under this Subdivision and subject to the following requirements. The employee shall submit a written request to the Director of Finance and Operations by June 15th for such matching funds, specifying the dollar amount of the employee's contribution. The deduction from the employee's accumulated sick leave and sick leave conversion matching fund must be based upon the sick leave accumulation available on July 1 following the employee's 403(b) conversion election made by June 15th in the immediately preceding fiscal year. The District matching contribution shall be paid through payroll starting July 1 through December 31st of the year from which the sick leave is deducted.

ARTICLE XI
NO CHILD LEFT BEHIND (NCLB) EDUCATION ASSISTANT CERTIFICATION

Section 1. <u>NCLB Education Assistant Certification</u>:

Subd. 1. Requirements for All Education Assistants: On or before July 1, 2005, all current Education Assistant employees must establish proficiency in one of two ways:

1. Evidence of a two year Associates Degree or four year post-secondary degree, or
2. A passing score on the ParaPro Test

Subd. 2. Title III, English as a Second Language Education Assistant Certification:

On or before July 1, 2005, all current Education Assistant Title III ESL employees must establish proficiency in English in one of two ways:

1. Evidence of a two year Associates Degree or four year post-secondary degree, or

2. A passing score on the ParaPro Test

And

On or before July 1, 2005, all current Education Assistant Title III ESL employees must establish proficiency in any language they use for instruction in one of two ways:

3. Evidence of a two or four year post-secondary degree in the language taught, or

4. A passing score on a language proficiency examination designated by the School District.

Subd. 3. Certification Deadline: All Education Assistant employees hired before July 1, 2005 shall satisfy the requirements in Subdivisions 1 and 2 of this Section and shall provide evidence of satisfying the requirements to the Superintendent on or before July 1, 2005. Any Education Assistant employee who fails to satisfy the requirements by July 1, 2005 shall be terminated. All Education Assistant employees hired on or after July 1, 2005 must have a two year Associates Degree or four year post-secondary degree.

ARTICLE XII
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a Education Assistant employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representation: The aggrieved party may be represented by another person or persons designated by such party to the Agreement to act on his/her behalf. The number of representatives shall be limited to three (3).

Section 3. Definitions and Interpretations:

Subd. 1. Days: Reference to days regarding the time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated holidays by state law.

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period so computed shall not be counted, and the last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday. The time limits in this Article can be extended by mutual consent.

Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is either personally served or if it bears a postmark of the United States mail within the specified time period.

Subd. 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date of notice of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust the alleged grievance informally between the employee and the School Board's designee.

Section 4. Adjustment of Grievance: The School Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the aggrieved shall present his/her grievance in writing to her/his immediate supervisor. The immediate supervisor shall give a written decision on the grievance to the party involved within five (5) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent and/or designated representative shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendation to the School Board. The School Board shall then render its decision.

Section 5. School Board Review: The School Board reserves the right to review any decision issued under Level I or II of this procedure provided the School Board or its representative notify the parties of its intention to review ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Agreement the School Board reserves the right to affirm, reverse or modify such decision. Should the School Board review and rescind a decision either at Level I or II, the grievant may re-file directly to the next step within ten (10) days.

Section 6. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 7. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Requests: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent or designee within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to the PELRA. The request shall ask that the appointment be made within twenty (20) days after receipt of said request.

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

Subd. 5. 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 shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA of 1971, as amended.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of the party desiring the transcript. The cost shall be borne by the party making the request unless both parties agree to same, then costs shall be shared equally.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure**,** subject to the terms of PELRA of 1971, as amended. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel.

ARTICLE XIII
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2026 through June 30, 2028 and thereafter as provided by PELRA of 1971, as amended. If either party desires to modify or amend this Agreement commending at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the terms of this Agreement except by mutual consent.

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

For School Service Employees, SEIU Local 284	**For Independent School District No. 13**
_____	_____
Union Representative	Board Chairperson
_____	_____
Union Steward	
	Clerk
_____	_____
Bargaining Team Member	Chief Negotiator
_____	_____
Bargaining Team Member	Superintendent
_____	
Bargaining Team Member	
_____	
Bargaining Team Member	
_____	
Bargaining Team Member	
Dated this ___ day of _____, 2026	Dated this ___ day of _____, 2026

APPENDIX A

SALARY SCHEDULE

EA Type	Category	Job	Distinguishing Characteristics	Year 1 Wage 2026-2027	Year 2 Wage 2027-2028
Special Services NOTE: Transition is setting I/II, Some ECSE are I/II and some are III	SS-A	PCA (Personal Care Assistant)	Primary assignment includes one or more students qualifying for PCA services.	$26.34 per hour	$26.93 per hour
		Setting III	The primary assignment falls within designated setting III Special Ed services **in grades E-12**.	$26.34 per hour	$26.93 per hour
	SS-B	Setting I, II	The primary assignment falls within designated setting I and/or II Special Ed services **in grades E-12+**.	$25.15 per hour	$25.72 per hour
	SS-B	One to One	The primary assignment is to work with a student qualifying for Special Ed one to one services.	$25.15 per hour	$25.72 per hour
Multilingual	M-A	Home School Liaison	Works with all bilingual parents and students.	$28.30 per hour	$28.94 per hour
	M-B	EL Ed. Assistant	Works with identified EL students under the direction of an EL Teacher.	$25.57 per hour	$26.15 per hour
Supervision Assistant	SA-A	Student Success Room	Works with the student population, mediates and deescalates student disciplinary issues. Communicates with parents/guardians and staff, maintains discipline records.	$26.34 per hour	$26.93 per hour
	SA-B	Lunch Duty Monitor	Works with the student population primarily in the cafeteria and playground.	$24.74 per hour	$25.30 per hour
	SA-B	Building Monitor	Works with the student population in multiple areas of the school site.	$24.74per hour	$25.30 per hour

NOTE: Transition is setting I/II, Some ECSE are I/II and some are III

MEMORANDUM OF UNDERSTANDING

WHEREAS, Independent School District #13, Columbia Heights, Minnesota ("School District") and the School Service Employees, SEIU Local 284 ("Exclusive Representative") have entered into a collective bargaining agreement for the 2026-2028 school years("CBA") that covers the terms and conditions of employment for Education Assistant Employees and are applicable to the all persons in the job classification employed by the school district that meet the requirements of Minn. Stat. 179A.03 Subd. 14; and

WHEREAS, the School District and Exclusive Representative have discussed the inclusion of the Voluntary Pre-Kindergarten Early Childhood Assistant employees in the bargaining unit; and

WHEREAS, the School District and Exclusive Representative are willing to modify the current salary and some benefits for the duration of the current CBA, only if the Minnesota State Legislature fully funds the Voluntary Pre-Kindergarten program for each of the contract years.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES:

1. The Early Childhood ("EC") Non-Licensed Assistants currently assigned to work in the Voluntary Pre-Kindergarten program shall be included in the Education Assistant bargaining unit, effective at the start of the 2026-2027 school year, and only for the duration of this CBA, subject to the provisions of this Memorandum of Understanding.

2. The Voluntary Pre-Kindergarten program assistants shall be placed on a seniority list separate from the current Education Assistant seniority list.

3. Any potential layoffs or position elimination, and resulting bumping or recall rights, shall be implemented based upon which seniority list the affected employee is on.

4. The Voluntary Pre-Kindergarten program assistants shall earn sick leave allowance credited at the beginning of the work year up to ten days per year and three personal leave days per year, to be deducted from sick leave, both of which shall be non-accumulative. (A day is defined as the number of hours worked per day.)

5. Immediate Family Bereavement Leave: In the case of death of immediate family, employee may be granted up to three days of leave time, not deducted from their sick leave. Up to two days of sick leave shall be granted per occurrence for the death of the employee's immediate or extended family members.

6. Compensation:
   The Voluntary Pre-Kindergarten program assistants shall be paid for the following holidays during the term of this Memorandum of Understanding:

For the 2026-2027 school year: Labor Day, Teacher Convention (Friday), Thanksgiving Day, Friday after Thanksgiving, December 25th, New Year's Day, Presidents Day, and Memorial Day.

Beginning the 2027-2028 school year: Labor Day, Teacher Convention (Friday), Thanksgiving Day, Friday after Thanksgiving, December 25th, New Year's Eve Day, New Year's Day, Presidents Day, and Memorial Day.

EA Type	Category	Job	Distinguishing Characteristics	Year 1 Wage 2026-2027	Year 2 Wage 2027-2028
Community Education	CE-A	PreK 4 Assistant	Assists with students in PreK 4 under the direction of the supervisor/teacher.	$24.74 per hour	$25.30 per hour

Longevity Pay: Longevity pay of $250.00 annually will be granted after five (5) years of continuous service, $375.00 per year after ten (10) years of continuous service, $500.00 per year after fifteen (15) years of continuous service, and $650.00 per year after twenty (20) years of continuous service, and $800.00 per year after twenty-five (25) years to the School District as Voluntary PreK-4 Assistant employee in both years of the contract. The longevity payment shall be made in one (1) lump sum on the last pay period in June following the employee's completion of five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service to the School District as an education assistant employee. Leaves of absence approved by the School District shall not be considered a break in service for purposes of determining eligibility for longevity payments.

Employer 403(b) Compensation: Voluntary Pre-Kindergarten assistants may participate in the District 403(b) deferred compensation plan. Employees who have completed at least three (3) years of continuous service with the District will be eligible for an annual employer match of up to $1300.00 each contract year.

7. In all other regards, the Employment At-Will Agreement for ISD No. 13 Community Education Employees shall remain in full force and effect for the 2026-2028 school years and its provisions shall apply to the Voluntary Pre-Kindergarten assistants except as provided herein. No provisions of the Education Assistant collective bargaining agreement shall apply to the Voluntary Pre-Kindergarten assistants other than sick leave, personal leave and wages, as provided herein.

8. This Memorandum of Understanding will expire by its terms on June 30, 2028 or if/when the Minnesota State Legislature fails to fully fund the Voluntary Pre-Kindergarten program through the Voluntary Pre-Kindergarten funding stream, whichever occurs first. If the Minnesota State Legislature fails to fully fund the Voluntary Pre-Kindergarten program through the Voluntary Pre-Kindergarten funding stream, the Voluntary Pre-Kindergarten assistants shall resume being governed by all terms of the terms of the Community Education Employment At-Will Agreement. In addition, the Voluntary Pre-Kindergarten assistants shall be returned to placement on the Community Education Employment At-Will salary schedule on the next step closest to the step on which they were placed on the Education Assistant salary schedule.

School Service Employees **SEIU Local 284**	**Independent School District No. 13** **Columbia Heights**
_____ Union Steward	_____ Superintendent
_____ Union Steward	
_____ Union Representative	
Date:_____	Date:_____

MEMORANDUM OF UNDERSTANDING

WHEREAS, Independent School District #13, Columbia Heights, Minnesota ("School District") and the School Service Employees, SEIU Local 284 ("Exclusive Representative") have entered into a collective bargaining agreement for the 2026-2028 school years ("CBA") that covers the terms and conditions of employment for Education Assistant Employees and are applicable to all persons in the job classification employed by the school district that meet the requirements of Minn. Stat. 179A.03 Subd. 14; and

WHEREAS, the School District and Exclusive Representative have discussed the inclusion of the Community Education Assistant Employees ("Mini-Adventures Employees") in the Education Assistant bargaining unit; and

WHEREAS, the School District and Exclusive Representative have agreed to accrete the Mini-Adventures Program employees into the Education Assistants bargaining unit;

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES:

1. The Non-Licensed program staff currently assigned to work in the Mini-Adventures Program shall be included in the Education Assistants bargaining unit, effective at the start of the 2026-2027 school year.

2. The Mini-Adventures program staff shall be placed on a seniority list and salary schedule separate from the current Education Assistants seniority list.

3. Any potential layoffs or position elimination, and resulting bumping or recall rights, shall be implemented based upon which seniority list the affected employee is on.

4. Mini-Adventures program staff shall earn sick leave allowance credited at the beginning of the work year up to ten days per year and three personal leave days per year, to be deducted from sick leave, both of which shall be non-accumulative. (A day is defined as the number of hours worked per day.) Personal leave days must be used for necessary absences required for the transaction of personal business which cannot be completed outside the normal work day.

5. Immediate Family Bereavement Leave: In the case of death of immediate family, employee may be granted up to three days of leave time, not deducted from their sick leave. Up to two days of sick leave shall be granted per occurrence for the death of the employee's immediate or extended family members.

6. The Mini-Adventures program staff shall be paid for the following holidays during the term of this Memorandum of Understanding.

   For the 2026-2027 school year: Labor Day, Teacher Convention (Friday), Thanksgiving Day, Friday after Thanksgiving, December 25th, New Year's Day, Presidents Day, Memorial Day, Juneteenth (for staff that work both during the school year and summer).

Beginning the 2027-2028 school year: Labor Day, Teacher Convention (Friday), Thanksgiving Day, Friday after Thanksgiving, December 25th, New Year's Eve Day, New Year's Day, Presidents Day, and Memorial Day, Juneteenth (for staff that work both during the school year and summer).

7. All Mini-Adventure program staff shall be paid on salary schedule separate from the current Education Assistants salary schedule during the term of this Memorandum of Understanding.

EA Type	Category	Job	Distinguishing Characteristics	Year 1 Wage 2026-2027	Year 2 Wage 2027-2028
Community Education	CE-B	Supervisor of Mini Adventures	Plans daily student activities, communicates with parents and staff	$23.89 per hour	$24.43 per hour
	CE-C	Mini Adventure Club Classroom Assistants	Assists with students in Mini Adventures under the direction of the supervisor/teacher.	$16.91 per hour	$17.29 per hour

Longevity Pay: Longevity pay of $250.00 annually will be granted after five (5) years of continuous service, $375.00 per year after ten (10) years of continuous service, $500.00 per year after fifteen (15) years of continuous service, and $650.00 per year after twenty (20) years of continuous service, and $800.00 per year after twenty-five (25) years to the School District as Mini-Adventures program staff in both years of the contract. The longevity payment shall be made in one (1) lump sum on the last pay period in June following the employee's completion of five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service to the School District as an education assistant employee. Leaves of absence approved by the School District shall not be considered a break in service for purposes of determining eligibility for longevity payments.

Employer 403(b) Compensation: Mini-Adventures program staff may participate in the District 403(b) deferred compensation plan. Employees who have completed at least three (3) years of continuous service with the District will be eligible for an annual employer match of up to $1300.00 each contract year.

8. In all other regards, the Employment At-Will Agreement for ISD No. 13 Community Education Employees shall remain in full force and effect for the 2026-2028 school years and its provisions shall apply to the Mini-Adventures program staff except as provided herein. No provisions of the Education Assistants collective bargaining agreement shall apply to the Mini-Adventures program staff other than sick leave, personal leave, holidays and wages, as provided herein.

9. This Memorandum of Understanding will expire by its terms on June 30, 2028.

School Service Employees
SEIU Local 284

_____
Union Steward

_____
Union Steward

_____
Union Representative

Date:_____

Independent School District No. 13
Columbia Heights

_____
Superintendent

Date:_____

MEMORANDUM OF UNDERSTANDING

WHEREAS, Independent School District #13, Columbia Heights, Minnesota ("School District") and the School Service Employees, SEIU Local 284 ("Exclusive Representative") have entered into a collective bargaining agreement for the 2026-2028 school years ("CBA") that covers the terms and conditions of employment for Education Assistant Employees and are applicable to all persons in the job classification employed by the school district that meet the requirements of Minn. Stat. 179A.03 Subd. 14; and

WHEREAS, the School District and Exclusive Representative have discussed the inclusion of the Community Education Assistant Employees ("Adventure Club Employees") in the Education Assistant bargaining unit; and

WHEREAS, the School District and Exclusive Representative have agreed to accrete the Adventure Club Program employees into the Education Assistants bargaining unit;

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES:

1. The Non-Licensed program staff currently assigned to work in the Adventure Club Program shall be included in the Education Assistants bargaining unit, effective at the start of the 2026-2027 school year.

2. The Adventure Club program staff shall be placed on a seniority list and salary schedule separate from the current Education Assistants seniority list.

3. Any potential layoffs or position elimination, and resulting bumping or recall rights, shall be implemented based upon which seniority list the affected employee is on.

4. Adventure Club program staff shall earn sick leave allowance credited at the beginning of the work year up to ten days per year and three personal leave days per year, to be deducted from sick leave, both of which shall be non-accumulative. (A day is defined as the number of hours worked per day.) Personal leave days must be used for necessary absences required for the transaction of personal business which cannot be completed outside the normal work day.

5. ~~I~~mmediate Family Bereavement Leave: In the case of death of immediate family, employee may be granted up to three days of leave time, not deducted from their sick leave. Up to two days of sick leave shall be granted per occurrence for the death of the employee's immediate or extended family members.

6. The Adventure Club program staff shall be paid for the following holidays during the term of this Memorandum of Understanding.

For the 2026-2027 school year: Labor Day, Teacher Convention (Friday), Thanksgiving Day, Friday after Thanksgiving, December 25th, New Year's Day, Presidents Day, Memorial Day, Juneteenth (for staff that work both during the school year and summer).

Beginning the 2027-2028 school year: Labor Day, Teacher Convention (Friday), Thanksgiving Day, Friday after Thanksgiving, December 25th, New Year's Eve Day, New Year's Day, Presidents Day, and Memorial Day, Juneteenth (for staff that work both during the school year and summer).

7. All Adventure Club program staff shall be paid on salary schedule separate from the current Education Assistants salary schedule during the term of this Memorandum of Understanding.

EA Type	Category	Job	Distinguishing Characteristics	Year 1 Wage 2026-2027	Year 2 Wage 2027-2028
Community Education	CE-B	Supervisor of Adventure Club	Plans daily student activities, communicates with parents and staff	$23.89 per hour	$24.43 per hour
	CE-C	Adventure Club Classroom Assistants	Assists with students in Adventure Club under the direction of the supervisor/teacher.	$16.91 per hour	$17.29 per hour

Longevity Pay: Longevity pay of $250.00 annually will be granted after five (5) years of continuous service, $375.00 per year after ten (10) years of continuous service, $500.00 per year after fifteen (15) years of continuous service, and $650.00 per year after twenty (20) years of continuous service, and $800.00 per year after twenty-five (25) years to the School District as Adventure Club program staff in both years of the contract. The longevity payment shall be made in one (1) lump sum on the last pay period in June following the employee's completion of five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service to the School District as an education assistant employee. Leaves of absence approved by the School District shall not be considered a break in service for purposes of determining eligibility for longevity payments.

Employer 403(b) Compensation: Adventure Club program staff may participate in the District 403(b) deferred compensation plan. Employees who have completed at least three (3) years of continuous service with the District will be eligible for an annual employer match of up to $1300.00 each contract year.

8. In all other regards, the Employment At-Will Agreement for ISD No. 13 Community Education Employees shall remain in full force and effect for the 2026-2028 school years and its provisions shall apply to the Adventure Club program staff except as provided herein. No provisions of the Education Assistants collective bargaining agreement shall

apply to the Adventure Club program staff other than sick leave, personal leave, holidays and wages, as provided herein.

9. This Memorandum of Understanding will expire by its terms on June 30, 2028.

School Service Employees SEIU Local 284	**Independent School District No. 13 Columbia Heights**
_____	_____
Union Steward	Superintendent
_____	
Union Steward	
_____	
Union Representative	
Date:_____	Date:_____

MASTER AGREEMENT

2026-2028 MEMORANDUM OF UNDERSTANDING EARNED SICK AND SAFE TIME (ESST)

Independent School District #13, Columbia Heights, Minnesota ("School District") and the School Service Employees, SEIU Local 284 ("Exclusive Representative") have entered into a collective bargaining agreement for the 2026-2028 school years ("CBA") that covers the terms and conditions of employment for Education Assistant employees and are applicable to the all persons in the job classification employed by the school district that meet the requirements of Minn. Stat. 179A.03 Subd. 14; and

WHEREAS, the School District and the Union entered into an Agreement, effective through June 30, 2028 ("CBA"), governing the general terms and conditions of employment for School District education assistant employees;

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

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

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

1. This MOU is being entered into to comply with Minnesota's ESST law, effective January 1, 2024, and its subsequent amendments. To the extent the law or related guidance changes impacting the terms of this MOU, the parties will meet and negotiate an amendment to this agreement consistent with the changes.

2. Effective immediately, for the term of this agreement, Article VII, Section 1 of the CBA shall be amended and replaced with the following, to read as follows:

   Section 1. Leave:

   Subd. 1. Earned Sick and Safe Leave: Education Assistant employees receive 10 days of sick leave for working the length of the school year per the CBA. Each day is equal to the employee's contracted hours. Employees who start the school year with over 80 hours of sick leave will not receive any additional ESST hours. Education Assistant Employees who do not receive

eighty (80) hours of sick leave will receive the difference front-loaded up to eighty (80) hours in a separate ESST leave bank. All days shall be frontloaded.

Employees covered under the Memorandum of Understandings
Employees covered under the Memorandum of Understanding shall earn 10 days of sick leave for working the length of the school year per the MOU. Each day is equal to the employee's contracted hours. Employees who start the school year with over 80 hours of sick leave will not receive any additional ESST hours. Employees who are covered under the MOU who do not receive eighty (80) hours of sick leave will receive the difference front-loaded up to eighty (80) hours in a separate ESST leave bank. All days shall be frontloaded.

Uses: Earned sick and safe leave shall be used in accordance with, and defined by Minnesota's ESST law, Minn. Stat. § 181.9447. This includes, but is not limited to, the use of sick leave for the following reasons:

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

b. The mental or physical illness, treatment or preventive care of an employee's family member;

c. Absence due to domestic abuse, sexual assault or stalking of an employee or their family member;

d. To make funeral arrangements, attend a funeral service or memorial or address financial or legal matters that arise after the death of a family member;

e. Closure of an employee's workplace due to weather or public emergency or an employee's need to care for a family member whose school or care facility has been closed due to weather or public emergency; and

f. When determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

The term family member is defined in Minn. Stat. § 181.9445, subd. 7.

When an employee uses sick leave for more than two consecutive days, the School District may require reasonable documentation that the leave is covered in accordance with Minn. Stat. § 181.9447, subd. 1.

3. Effective immediately, for the term of this agreement, Article IX, Section 3, Subdivision 15 of the CBA shall be amended and replaced with the following, to read as follows:

Section 6. Parental Leave:

Subd. 15. A pregnant employee may use earned sick and safe time leave for days that qualify under Minnesota Statutes, section 181.9447. Nothing in this Section shall prevent the granting of a request to start a parental leave prior to the birth of the child, but when such request is granted the stipulation of Article IX, Section 4, Subd. 3 shall apply.

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

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

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

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

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

School Service Employees SEIU Local 284	Independent School District No. 13 Columbia Heights
_____ Union Steward	_____ Superintendent
_____ Union Steward	
_____ Union Representative	
Date:_____	Date:_____

MEMORANDUM OF UNDERSTANDING
BETWEEN
COLUMBIA HEIGHTS PUBLIC SCHOOLS
AND
SEIU, LOCAL 284

This Memorandum of Understanding is entered into between Columbia Heights Public Schools, Independent School District No. 13 (the District) and SEIU, Local 284 representing Education Assistant employees, (the Union).

WHEREAS, the union is the exclusive representative of education assistant employees in the district; and

WHEREAS, during the course of negotiations for the 2026-2028 labor agreement the union wished to incorporate changes in Minnesota Statutes into the contract and the district agreed to follow all statutory language but did not believe it was necessary to put the statutory requirements as part of the contract language;

WHEREAS, both parties in the spirit of compromise have agreed to instead add a Memorandum of Understanding that contains the changes in Minnesota Statutes that the union wished to bargain into the contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties now agree as following:

Payroll Deduction

a) The District will rely on a certification from the Union requesting remittance of a payroll deduction. The Union will maintain an authorization, signed by the public employee from whose salary or wages the deduction is to be made, which may include an electronic signature by the public employee. The Union will not be required to provide the District with a copy of the authorization unless a dispute arises about the existence or terms of the authorization. The Union must indemnify the public employer for any successful claims made by the employee for unauthorized deductions in reliance on the certification. A dues deduction authorization remains in effect until the District receives notice from the Union that a public employee has changed or canceled their authorization in writing in accordance with the terms of the original authorizing document, and the District must rely on information from the Union receiving remittance of the deduction regarding whether the deductions have been properly changed or canceled. The Union must indemnify the District, including any reasonable attorney fees and litigation costs, for any successful claims made by the employee for unauthorized deductions made in reliance on such information.

b) Deduction authorization under this section is independent from the public employee's membership status in the Union to which payment is remitted and is effective regardless of whether a collective bargaining agreement authorizes the deduction.

c) The District must commence deductions within 30 days of notice of authorization from the Union and must remit the deductions to the Union within 30 days of the deduction. Any dispute regarding this section must be resolved through an unfair labor practice proceeding under section 179A.13.,

Union Access

a) The District will allow a Union representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or, if the District does not conduct new employee orientations, at individual or group meetings. The Union shall receive no less than ten days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the operations of the District that was not reasonably foreseeable. Notice of and attendance at new employee orientations and other meetings under this paragraph must be limited to the District representative, the employees, the Union, and any vendor contracted to provide a service for purposes of the meeting. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and Union.

b) The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the exclusive representative, consistent with the District's generally applicable technology use policies.

c) Subject to the requirements in (d), the District will allow a Union representative to meet with bargaining unit members in facilities owned or leased by the District regarding collective bargaining, the administration of collective bargaining agreements, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the exclusive representative, provided the use does not interfere with District operations and the Union complies with worksite security protocols established by the District. Meetings conducted in the District pursuant to this paragraph must not be for the purpose of supporting or opposing any candidate for partisan political office or for the purpose of distributing literature or information regarding partisan elections. The Union representative conducting a meeting in a District facility pursuant to this subdivision may be charged for maintenance, security, and other costs related to the use of the government building or facility that would not otherwise be incurred by the District.

d) The Union representative will schedule with the immediate supervisor to determine the best date to meet with employees. The Union representative will provide reasonable notice to an employee's immediate supervisor prior to any other meeting with an employee. Reasonable notice shall not be less than 8 hours unless mutually agreed upon. Other than new employee orientation, any other meetings with union members will not take place during the employees' work hours.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

SEIU Local 284:

Dated:_____ By:_____

SEIU Local 284:

Dated:_____ By:_____

INDEPENDENT SCHOOL DISTRICT 13:

Dated:_____ By:_____

MEMORANDUM OF UNDERSTANDING

Between Columbia Heights School District ("School District") and Columbia Heights Federation of Teachers, Local #710 ("Local #710") and Columbia Heights Education Assistants SEIU Local 284 ("Education Assistants")

Regarding the University of Minnesota NXT Gen Teacher Apprenticeship

Whereas, the School District has participated in a collaborative effort with the University of Minnesota Next Generation Teacher Apprenticeship ("NXT GEN Teach") program to create a Teacher Apprenticeship program; and

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

Whereas, the NXT GEN Teach program will allow eligible staff to obtain their Bachelor's Degree and Minnesota Teaching License in ABS or ECSE; and

Whereas, the parties agree the NXT GEN Teach program will result in distinguished educators to serve our students and community; and

Now therefore, the School District, Local #710, and the Columbia Heights Education Assistants SEIU Local 284 agree as follows:

1. This MOU is in effect until the funding is discontinued through the University of Minnesota or either party gives notice to end the MOU.
2. The School District has sole discretion to determine who qualifies for this program and who will serve as the journey workers (licensed teacher mentors) and apprentices.
3. Selected journey workers and apprentices will commit to completing all requirements of the program, including commitment to serve in the role for two consecutive school years. Failure to meet the requirements of the program in this role will result in proration of the compensation described in this MOU.
4. Journey workers will receive $4000 annual stipend each school year (two years total) that they service in the program provided they meet all requirements of the role. This stipend is provided and paid through the University of Minnesota, provided there is available funding.
5. Apprentices in the first year of the program will earn their current hourly rate in accordance with the Education Assistant Collective Bargaining Agreement.
6. Apprentices during the second year of the program will receive an additional $1.50 per hour increase to their hourly rate.
7. Both journey workers and apprentices will collaborate with other partners inside and outside the School District as necessary to meet the requirements of the program. If at any point the apprentice and/or journey worker is unwilling or unable to meet program requirements for coursework, mentorship, work experience, or any other expectations for completion, the

School District reserves the right to end the apprenticeship and prorate the associated and additional compensation described in this MOU.

8. Apprentices who complete the two-year Teacher Apprenticeship Program and receive their Minnesota Teaching License in ABS or ECSE and hired by Columbia Heights Public Schools will be given credit for two years on the salary schedule and start at step 3.
9. Apprentices hired after completion of the program will commit to being employed with ISD #13 for three years following completion of the program, unless employment is terminated due to performance (non-renewal), budgetary position elimination or approved by the Superintendent.

Daniel Honigs, President, Local #710 Date: 6/16/25

Jessica Krause, Union Steward, Education Assistants Date: 6/11/25

Keith Niemi, Esq., Union Representative SEIU Local 284 Date: 6/11/25

Zena Stenvik, Superintendent Date: 6/24/25

Mary Granlund, School Board Chair Date: 6-24-25