

Agreement between

EDUCATION MINNESOTA ST. FRANCIS
LOCAL NO 1977

EDUCATIONAL ASSISTANTS

Representing Educational Assistants

and

INDEPENDENT SCHOOL DISTRICT #15

Approved by the School Board on May 13, 2024
Effective through June 30, 2025

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ARTICLE I

PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Independent School District 15, St. Francis, Minnesota (hereinafter referred to as the School Board or District) and, Education MN St. Francis, Local No. 1977 (hereinafter referred to as the Exclusive Representative or the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for Educational Assistant Employees during the duration of this Agreement. The parties hereto shall have such rights, duties, and obligations as provided by the PELRA and this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the District recognizes the Education MN St. Francis, Local No. 1977, as the Exclusive Representative for Educational Assistant Employees employed by the School Board of Independent School District 15, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2. Exclusive Right: Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the District hereby agrees that it will not recognize nor negotiate with any other person, association group, committee or entity, other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

Section 3. Contracted Services: Nothing in this Agreement shall be construed to preclude the District from contracting for services or work not currently performed by this bargaining unit.

ARTICLE III

DEFINITIONS

Section 1. Description of Appropriate Unit: For the purposes of this Agreement, the term Educational Assistant employee shall mean all persons in the appropriate unit, employed as educational assistants, employed by the School Board excluding the following: confidential employees, supervisory employees, essential employees, and employees who hold positions of a temporary or seasonal character for a period not in excess of 67 normal working days in any calendar year and emergency employees.

Section 2. School Board: Any reference to School Board or District in this Agreement shall mean the District and/or its designated officials.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: 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, organizational structure and selection and direction and number of personnel. Unless otherwise covered by the terms of this Agreement.

Section 2. Management Responsibilities: The parties recognize the right and obligation of the District 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.

Section 3. Effect of Laws, Rules and Regulations: All employees covered by this Agreement and all provisions of this Agreement, are subject to the laws of the State of Minnesota, Federal laws, valid rules, regulations, and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, and regulations, directives, or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

ARTICLE V

EMPLOYEE AND UNION RIGHTS

Section 1. Right to View: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation or 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. 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 for employees with the District.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the Exclusive Representative, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to the PELRA Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues as specified by the Union.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in

the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement.

Section 4. Information: The parties agree that the Exclusive Representative shall have access to appropriate and available information necessary for the Union to exercise its responsibilities as Exclusive Representative.

Section 5. Union Time: Pursuant to M.S. 179A.07, Subd. 6, time off without pay shall be afforded to elected officials and appointed representatives of the Exclusive Representative for the purpose of conducting the duties of the Union. Reasonable effort shall be made by both parties to schedule negotiations, hearings, mediation, and/or arbitration at times other than those conflicting with the work schedule. In the event that it is agreed to by both parties or mandated by a third party that any of the aforementioned meetings be held during the working day, the Union shall reimburse the District in the amount paid to the employees’

ARTICLE VI

EMPLOYMENT PRACTICE

Section 1. Employment Confirmation: Employees subject to this Agreement will receive written confirmation of employment, including applicable conditions as to assignment, classification and benefits as soon as practical after District action to hire.

1. Current District employees as defined in Article VII will receive written notification of the following year’s assignment. Such notification shall include job classification, job description (title), daily hours, annual workdays, benefits, and building site(s) or location(s). The District shall issue this notification by May 15 of each year or as soon as practical thereafter.
2. In the event that changes in employment status become necessary during the course of the year, the District shall provide written notification to affected employees ten (10) working days prior to implementation of the change.

Section 2. Physical Status: Any employee considered to have a physical or mental condition which may be adverse to the welfare of students or staff members shall be required to undergo a health examination by a licensed physician at the district’s expense. If said employee is required to have the examination within the assigned workday there will be no loss of wages incurred. The procedures to be followed under this section are to be identical to those procedures stated in M.S. 122A.40, Subd. 7.

Section 3. Work Rules: Employees will be subject to general work rules as established by the District. The employee’s immediate supervisor will be responsible to inform him/her of the existing work rules and subsequent changes.

Section 4. Credit for Prior Work Experience: Employees entering the District who have had applicable working experience in other school systems or in comparable fields of endeavor may be placed on the salary schedule at a step not greater than the fourth lowest pay rate of the salary schedule. Additionally, notwithstanding credit for prior work experience, employees entering the District who have a two (2) year degree may be placed on the salary schedule at a step not greater than the second lowest pay rate of the salary schedule and not greater than the fourth lowest with a four (4) year degree. This Section shall not apply for the 2024-2025 school year.

Section 5. Application for Vacancies: Current employees who wish to be considered for an existing vacancy must submit an application online.

Section 6. Classification: Employees will be assigned a particular job classification upon initial employment consistent with the job function provided. The basis for classification of a job will be the relative value of that job to the School District and will not include the particular qualifications of the employee beyond those required to perform designated duties. It is understood that on occasion the functions provided in a particular job may change. When this occurs, the supervisor for the program affected may provide a rationale in writing to the Human Resources Office and may request that the specific job be considered for reclassification. The District shall provide the union President and Chair of the Educational Assistant Chapter notice of new position classifications or reclassifications.

Section 7.: In order for the District to give full consideration to Educational Assistants assignment requests, Educational Assistants are urged to request transfer for the upcoming school year in writing on the District-provided form to the “Human Resources Office” and the respective building principals/program supervisors involved with the request prior to March 1. The request of an Educational Assistant assigned a personal improvement goal or issued discipline within the last twelve (12) months may not be considered eligible for this provision.

Section 8. Seniority: An employee’s seniority shall commence on his/her first day of continuous employment within the Educational Assistant unit and shall continue to accrue unless there is a break in employment. The district recognizes seniority will continue to accrue if the employee resigns to take another position within the bargaining unit. A break in employment may occur through resignation, termination, or retirement.

The district recognizes that seniority provides a declared policy of the order of lay-off and recall. A district-wide seniority list, in seniority number order, will be provided to the Chair of the Educational Assistant Unit and each building representative no later than November 1 of each year including seniority date, job classification, and building site. In the event that the seniority date is the same for one or more employees, the seniority number shall be assigned in ascending alphabetical order of the employees.

Section 9. Lay-off/Recall: Employees with the least seniority assigned to the same classification and the same job description within the same building shall be laid off first. For purposes of this section a variance in time of one-half hour or 10% of daily assigned hours (whichever is less) shall be considered a lay-off.

A committee consisting of the Education Minnesota staff member, president of the educational assistants, one educational assistant, the Director of Human Resources and the Principal of each site will participate in the building lay-off/recall in the first round. Ten calendar days after building lay-off/recall is complete employees on lay-off with the most seniority within the district will be recalled to open positions using the following criteria:

1. An employee may choose to accept a variance in their current position or to be placed on lay-off status.
2. The most senior employee on lay-off status will be offered an open position within the district at the same classification or lower for which they are qualified, based on the district seniority list.
3. The employee has the right to refuse a position if one of the following apply:
 - a. a different job classification,

- b. a variance of more than 10% of the employee's previously assigned hours
- c. a loss of benefits.
- d. a different level (limited to two (2) refusals). A level for the purpose of this Section is defined as pre-kindergarten, elementary (grades K-5), middle (grades 6-8), or high (grades 9-12). After two (2) refusals of a different level position the employee is removed from the layoff pool.

If the position is refused the employee returns to lay-off status and resumes his/her seniority except as specified in part 3d. Right of refusal must be used within 48 hours of being offered an open position. Acceptance of a position will remove the employee from the lay-off status.

- 4. Open positions are offered to the most senior, qualified employee on lay-off status until the positions are filled.
- 5. Rights to recall shall continue for a period of two (2) years unless a job offer is refused that is within 10% of previously assigned hours.
- 6. Rights to recall are terminated if the employee fails to report for work at an accepted date.
- 7. Rights to recall are terminated if the employee fails to provide contact information including current address and telephone number during lay-off.
- 8. Staff on the lay-off recall list is eligible to fill temporary positions without loss of lay-off recall status.
- 9. Employees who accept another continuing position within ISD 15 will be removed from the layoff pool.

ARTICLE VII

BASIC WORK CONDITIONS

Section 1, Definitions of Employment Categories: For purposes of this Agreement, the following employment categories shall exist:

- 1. Full-Status Employee – A full-status employee shall be defined as one who is assigned at least 1020 hours per year.
- 2. Part-Time Employee – A part-time employee shall be defined as one who is assigned less than 1020 hours per year.
- 3. Full-Year Employee – A full-year employee shall be defined as one who works a 12-month schedule as either a part-time or full-status employee.

Section 2. Work Day: The normal work day for employees shall be as determined by the District, excluding a half hour, unpaid, duty free lunch period for employees working more than 4 hours per day. Employees working at least 7.5 hours per day shall have a total of approximately thirty (30) minutes of break time during each shift to be arranged with the approval of the supervisor. Employees working less than 7.5 hours per day but at least six (6) hours per day shall have one fifteen (15) minute break.

Section 3. Work Year: The work year shall be those days determined by the District and shall normally include, but is not limited to, those days when students are in attendance. The work year of employees may vary from year to year.

Section 4. Overtime: All work over forty (40) hours per week shall be paid at the overtime rate of time and one-half (1.5) of the employees applicable rate. Such forty- (40) hour week shall commence at 12:01 on Sunday morning and overtime shall begin after 40 hours have been fulfilled. All overtime work must be approved in advance and must be approved for a specified period of time or job before extra duty begins. A paid holiday shall be the only non-work day with compensation considered for purposes of computing overtime compensation.

Section 5. Withholding of Increment: The District reserves the right to withhold annual increments for employees for neglect of duty, persistent violations of laws, rules, regulations, or directives, inefficiency and other good and sufficient grounds which impair the employee's proper functioning in his/her position. In the event that an annual increment will be withheld, the employee will be so notified in writing of the deficiency.

Section 6. Emergency Closing: In the event of an emergency closing due to weather conditions or other types of emergencies:

1. Non E-Learning day year. Full Day Closing: The employee will be paid; unless student contact day is rescheduled as per District policy.

E-Learning day year. Full Day Closing: In the event of an E-Learning day the employee will report to work if unable to meet remote work requirements, or work remotely as specified by the District.

2. Early Dismissal: Employees will be paid for a full day in the event of an early dismissal. Employees will not be required to make up this time.
3. Two (2)-hour late start for non-preschool: When the start of a school day is delayed, Educational Assistants are to report one hour later than normal start time.
 - a. The first hour will not need to be made up. The second hour Educational Assistant's will be assigned supervision responsibilities for all students (Building Principal to assign) or other duties as assigned by the Building Principal including banking of comp. time.
4. Two (2)-hour late start for preschool: When the start of a school day is delayed, Educational Assistants are not to report for morning class.
 - a. The first hour will not need to be made up unless class is rescheduled. After a decision is made to not reschedule class, Educational Assistants will need to make up the remaining hours to be assigned by the site supervisor including banking of comp time.

Section 7. Pay Day: Annual salary shall be paid in a minimum of twenty-four (24) direct installments to the employee's designated financial institution. If a regular pay date falls on a District designated holiday, that installment shall be paid on the last District workday prior to the holiday. At the option of the Educational Assistant, and with fifteen (15) working days' notice thereof, the District shall make payment of the July and August salary installments not later than June 28th. Employees hired after February 1st will not receive payments in July and August.

Section 8. Annual Salary Adjustment: All annual step adjustments shall be effective on July 1. An employee who begins work prior to January 1 will receive an annual step experience on the next July 1. New employees who begin work after January 1 will not receive a salary adjustment until the beginning of the second fiscal year after the year of initial employment. The District reserves the unqualified right to unilaterally increase an employee's salary in the event that the District is ruled out of compliance with Comparable Worth guidelines.

Section 9. Basic Compensation: The rates of pay are reflected in Appendix 1 attached to this Agreement. In addition, the District reserves the right to unilaterally increase an employee's salary beyond the schedule in the event that the District is ruled out of compliance with Comparable Worth guidelines.

ARTICLE VIII

GROUP INSURANCE BENEFITS

Section 1. Eligibility: Eligible employees are defined as those full-status employees who are scheduled at least 1,020 hours per year (excluding noon unpaid lunch periods). Employees working fewer than 1,020 hours per year are not eligible to be enrolled in any of the District insurance benefit plans.

If an employee who had been eligible for insurance in the current work year is involuntarily reduced to no lower than 918 hours for the next school year, the employee would retain their eligibility for insurance for the next school year only. After that one year, the requirement of 1,020 hours for insurance eligibility will be reinstated.

Subd. 1. Reduction in hours which would disqualify an employee from insurance benefits will be individually reviewed by the Director of Human Resources to determine if an exception is appropriate.

Section 2. Coverage for New and Newly Eligible Employees: New employees, or newly eligible employees, will become eligible to participate in the District insurance benefit programs on the first day of the month following initial employment. The effective date of coverage is also subject to conditions set by insurance carriers.

Section 3. Claims Against the District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this Article. It is further understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance by an insurance carrier.

Section 4. Duration of Insurance Contributions by District: An employee is eligible for District contributions as provided in this Article as long as the employee is employed by the District. Upon termination of employment, all District contributions shall cease effective on the last working day.

Section 5. Selection of Carrier: The District, subject to the coverage requirements of this Article shall make the selection of the insurance/medical carrier(s) and policy.

Section 6. Group Insurance/Medical Plans Available:

Subd. 1. Single coverage: The District shall contribute \$472.00 per month toward the cost of the premium per month for the medical/hospitalization plan for individual coverage for employees who qualify as full-status employees and are enrolled in the plan. This coverage shall continue for the duration of this contract.

Subd. 2. Family Coverage: The District shall contribute \$586.00 per month toward the cost of the premium for the medical/hospitalization plan for family coverage for all full-status employees who qualify for and are enrolled in the plan. This coverage shall continue for the duration of this contract.

Subd. 3. Employee and Spouse Employed by District: In the event that the District employs and employee and spouse, the employee and spouse may both be allowed to carry single coverage, if permitted by the terms of the insurance policy, in such case the District will then pay the sums as provided in Subd. 2 hereof, or the District will contribute a sum not to exceed the single rate for one spouse, plus the family rate for one spouse. In any event, the combination thereof shall not exceed the total cost of the premium. The premium not contributed by the District shall be borne by the employee and paid by payroll deduction. If the premiums are less than the District contribution, the District shall not pay the difference to the employee.

Subd. 4. Long-Term Disability Insurance: Full Status employees must participate in the School District's long-term disability insurance program and will pay the entire premium. The maximum benefit is \$2,800 per month or 66 2/3% of total annual salary, whichever is less.

Subd. 5. Term Life Insurance: The District shall pay the premium for a \$35,000 basic life and AD&D insurance policy for full-status employees. In addition, the employee shall be entitled to an option to purchase an additional \$50,000 at his/her own expense and/or \$5,000 term life coverage on their spouse and dependents. In the event of total disability, it shall be the responsibility of the employee to request a waiver of premium within twelve (12) months of the qualifying event.

Subd. 6. Dental Insurance: The District shall contribute \$175.00 annually toward the cost of dental insurance whether for single or family coverage for full status employees who qualify for and enroll in the plan. The cost of the premium not contributed by the District for family coverage shall be borne by the employee through payroll deduction. This coverage shall continue for the duration of this contract.

Section 7. Worker's Compensation: For the employee who is absent from work as a result of a compensable injury:

- A. Up to three (3) days (including the day of the injury if employee leaves work) employees may use their sick leave to receive pay in full. A doctor note will be required for time off and any duty related restrictions.
- B. From day four forward, worker compensation benefits for wage loss may commence if compensable and as provided by Minnesota workers' compensation law from our worker compensation carrier.
- C. After the employee returns to work from a work injury status, employee may have the choice to use their sick leave for doctor appointments related to the injury or may elect to receive worker compensation benefits for medical lost time.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1: All employees shall earn sick leave with pay at the rate of 12 days per year. The hours of each sick leave day earned will be equal to the employee's usual hours of daily assignment.

Subd. 2: Unused sick leave days may accumulate to a maximum credit of 178 days.

Subd. 3: Sick leave pay shall be allowed by the District whenever the employee's illness or disability prevents his/her attendance at the work site and performance of duties on that day(s) or to attend to a dependent child who is ill and may also be used according to Minnesota Statute.

Subd. 4: After three (3) consecutive absences, the District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick leave pay. In the event that a medical certificate will be required for the employee or dependent child, the employee will be so advised during said absence.

Subd. 5: Up to one day of sick leave hours will not be deducted from Employees required to seek medical attention due to an injury caused by a student.

Subd. 6: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7: Sick leave pay shall be approved only upon submission of an electronic absence system request authorized by the employee's supervisor.

Subd. 8: Benefits: Sick leave benefits will be available to all employees regularly employed under a letter of employment where a time sheet is not required. Other benefits will apply only to full-status employees unless specifically addressed elsewhere in this Agreement.

Section 1.5. Educational Assistant Absence Due to Assault: An educational assistant's absence due to injury as a result of assault related to the position of employment by a student or non-student shall not be charged against the educational assistant's sick leave days. To be considered an assault for this section there must be an assault with a law enforcement case number assigned.

Section 2. Bereavement Leave:

Subd. 1: An employee shall be granted up to five (5) days bereavement leave, the days to be deducted from sick leave, for deaths the employee chooses to attend, or facilitate the grieving process.

Subd. 2: The District may elect to grant additional days in consultation with the employee and employee's supervisor.

Section 3. Family Illness:

Subd. 1: An employee shall be entitled to an unpaid leave for up to twelve (12) weeks per year, accumulative, where the employee is required to attend to a seriously ill spouse, child or parent.

Subd. 2: The District, in its discretion, may consider granting leave beyond these provisions in which case a physician's written statement may be required.

Section 4. Child Care Leave:

Subd. 1: The District shall grant upon request of the employee a child care leave, with or 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 child shall include, but not be limited to, the period of time when an employee is pregnant.

Subd. 2: An employee may take an unpaid child care leave of absence of up to twelve (12) months. An employee making application for a childcare leave shall inform the Human Resources' Office in writing of intention to take the leave at least thirty (30) calendar days before commencement of the intended leave, unless in case of emergency. The commencement and return date of childcare leave shall be determined by mutual agreement between the employee and the Superintendent, or designee.

Subd. 3: In approving a child care leave of absence, the District shall not be required to grant any leave of more than twelve (12) months' duration.

Section 5. Medical Leave:

Subd. 1: An employee who is unable to conduct his/her job duties because of illness or injury, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. The District may, in its discretion, renew such a leave.

Subd. 2: A request for leave of absence or renewal thereof under this section shall be accompanied by a physician's written statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibility.

Section 6. Military Leave: A military leave of absence shall be granted to an employee pursuant to applicable current Federal and State laws for service in the Armed Forces of the United States. Upon return from such leave, the employee shall be placed at the same place on the salary schedule and shall receive the same fringe benefits as would have accrued if working for the District during said military leave of absence.

Section 7. Jury Duty: Any employee involuntarily called upon to serve as a juror in a Federal or State court shall be granted a leave of absence by the District for that purpose and for those days the employee is required to be in a court. The employee shall receive all pay and other benefits that would have accrued had he/she been working a normal day during the period of absence for jury duty; less all per diem allowances and any other compensation received for such duty.

Section 8. General Unpaid Leave: Educational Assistants 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.

Section 9. Other leaves: Paid or unpaid leave not addressed within the provisions of this Agreement will be reviewed and processed pursuant to the provisions of School Board Policy and State and Federal Law.

Section 10. Insurance Application:

Subd. 1: An employee on unpaid leave under the provisions of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions but, unless otherwise provided in this Agreement, shall pay the entire premium for such programs as

he/she wishes to retain, commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school business office to pay to the District the monthly premium amounts in advance and on such date as determined by the District. The right to continue participation in such group insurance programs, however, will be discontinued upon termination of employment except as required by law.

Subd. 2: In addition, an employee on paid and/or unpaid leave under the provisions of Article IX, Sections 3, 4 or 5, shall be entitled to continuation of District contributions for health insurance benefits during the period of the leave. However, District contributions shall not exceed twelve (12) weeks accumulative unpaid leaves of absence per year.

Section 11. Accrued Benefits: An employee on unpaid leave under the provisions of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No increased step adjustment for pay purposes or other benefits shall accrue for the period of time that an employee is on unpaid leave.

Section 12. Floating Holidays: All employees scheduled 1020 hours or more per year will be granted two (2) floating holidays per year, not to be deducted from sick leave. All employees scheduled for less than 1020 hours per year will be granted one (1)-floating holiday per year, not to be deducted from sick leave.

If an employee who had been eligible for floating holiday(s) in the current work year is involuntarily reduced to no lower than 918 hours for the next school year, the employee would retain their eligibility for floating holidays for the next school year only. After that one year, the requirement of 1,020 hours for floating holiday eligibility will be reinstated.

Subd. 1. Reduction in hours which would disqualify an employee from floating holidays(s) will be individually reviewed by the Director of Human Resources to determine if an exception is appropriate.

Floating holidays will be granted for situations that arise requiring the employee's attention if approved by the immediate supervisor and a substitute is available. No more than ten percent (10%) of the employees covered by this Agreement in each building (instructional site) may be granted permission to be absent under this provision on any given work day or a maximum of two (2) employees from the unit in each building, whichever is the lesser.

Exceptions to these provisions may be considered on an individual basis. Requests for floating holidays must be received by the immediate supervisor at least three (3) work days prior to the anticipated absence except in cases of emergency. In addition, requests for floating holidays will normally not be granted during the first fourteen (14) calendar days or the last thirty (30) calendar days of the year. The School District, in its discretion, may consider granting leave beyond this provision.

Unused floating holidays will be granted in the following manner:

- A. Floating holidays may accrue from year to year with a maximum accumulation of five (5) days.
- B. An employee's accumulated floating holiday time may, on an annual basis be converted to an equal amount of unused sick leave hours.

- C. The employee may request payment for up to two (2) floating holidays on the last pay period of the year. The amount for each day will be paid at the employee's current hourly rate. The election to use accumulated floating holiday as compensation in cash must be made prior to the accrual of floating holiday (July 1st of the year of the compensation in cash) and is irrevocable during that period and therefore may not be rescinded or changed.

Section 13. Reinstatement From Leaves: An employee returning from leave of one (1) year or less shall be reinstated to the position from which s/he took leave at the same seniority prior to the leave, provided the position was not eliminated. If the exact position was eliminated by the District, the employee shall be reinstated to a position of like status and pay.

Section 14. Sick Leave Buy-Back: Employees who have accrued 360 hours of sick leave and who have used less than 5 days during the current fiscal year may at the end of that fiscal year elect to sell back up to 8 unused sick leave days:

Subd. 1. On an annual basis up to four (4) sick leave days may be surrendered to the District. In return for those days the individual employee will receive 50% of their daily rate paid as a direct salary payment from July 1 through July 15 of the following school year; and/or;

Subd. 2. On an annual basis up to four (4) sick leave days may be surrendered to the District. In return for those days the individual employee will receive 50% of the employee's daily rate paid a district approved 403b account.

The election to use accumulated sick leave must be made prior to the accrual of sick leave (July 1st of the year of the District match) and is irrevocable during that period and therefore may not be rescinded or changed.

ARTICLE X

INSERVICE TRAINING

Section 1. Conference Expenses: Employees will be reimbursed expenses such as mileage, registration fees, meals, etc., which are incurred when attending in-service education conferences outside the District; the attendance at which is approved by the immediate supervisor.

ARTICLE XI

TERMINATION OF EMPLOYMENT

Section 1. Voluntary/Involuntary Quit: Any employee who voluntarily terminates his/her employment or is terminated by the School District for cause will concede all benefits and privileges of employment except as otherwise provided in this Agreement.

Section 2. Retirement Incentive:

Subd. 1: Eligible employees are those retiring under Public Employee Retirement Association (PERA) and who have completed at least fifteen (15) years of continuous service with the School District.

Subd. 2: The employee shall be eligible to receive as severance pay, upon his/her retirement, the amount obtained by multiplying the employee's hourly rate times 50% of his/her number of accumulated sick hours. The employee's hourly pay shall be the basic hourly rate at the time of retirement and shall not include extended employment or other extra compensation. Effective July 1, 2023, to be eligible for this pay, the employee must provide written letter of retirement at least thirty (30) calendar days prior to his/her intended retirement date.

Subd. 3: Payment: Tax Deferral of Severance Pay

1. Subject to the limitations listed below, the District will contribute an amount equal to the value of the employee's severance pay directly into the retiree's 403(b) or special deferral account. The retiree will not receive any direct payment from the School District for severance pay.
2. The District's contribution into the retiree's 403(b) or special deferral account must not exceed the annual IRS contribution limit. If the retiree has any severance remaining after the limit is reached in the year of separation, the School District will make a contribution up to the IRS maximum into the retiree's 403(b) or special deferral account in the following year(s).
3. The District's contribution(s) will be made into a 403(b) or special deferral account designated by the employee no later than 90 days following retirement.
4. This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.
5. This agreement does not set any precedent for any future issue.
6. Severance pay shall not be granted to any employee who is discharged by the School District for cause.

Subd. 4: Insurance Option: Eligible employees retiring pursuant to this Article shall be allowed to continue participation in the group medical/hospitalization insurance plan by paying the full monthly regular premium in advance to the School District until the employee is eligible for Medicare. Such participation is subject to insurance carrier approval.

Subd. 5: Benefit In Case of Death of Employee: If the employee dies before all or a portion of the payments as provided in this Article have been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1. Definitions: A grievance shall mean a written complaint by an employee, group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of this Agreement.

Section 2. Representative: any person or agent designated by such party to act in his/her behalf may represent the employee, administration or District during any step of the procedure.

Section 3. Definitions and Interpretation:

Subd. 1. Extensions: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 5. By-Passing Level I: Upon mutual agreement of the parties, a grievance may be initiated and considered at a higher level.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the supervisor, setting forth the facts and the specified provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date the event giving rise to the grievance occurred, or fifteen (15) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such periods shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the District's designee.

Section 5. Adjustments of Grievances: The District and the employee shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

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

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within thirty (30) days after receipt of the appeal. Within fifteen (15) days after the hearing, 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 School Board to hear the appeal at this level, and report its findings and recommendations. The School Board shall then render its decision within the timelines as provided herein.

Section 6. Mediation Level: Upon request of the Union, the District agrees to participate in a meeting as set by the Bureau of Mediation Services to consider any grievance not resolved in Subd. 3, Level III hereof, provided the Union makes such request within ten (10) days after receipt of the District's

decision in Subd. 3, Level III hereof. If the grievance is considered at this mediation level and is unresolved, the matter may be appealed to arbitration pursuant to Section 8 hereof, provided such notice is filed within ten (10) days after the mediation meeting as provided in this section. Nothing in this section shall preclude the Union from bypassing this mediation level and appealing directly to arbitration from the Subd. 3., Level III, decision by the District.

Section 7. Denial of Grievance: Failure by the School Board or its representatives to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the District are unable to resolve any grievance the grievance may be submitted to arbitration as defined herein:

Subd. 1. Intent: An intent to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such notice must be filed in the Office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure, or within ten (10) days following the mediation meeting as provided in Section 6 hereof if the Union elects to consider the matter at the mediation level.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has been first duly processed in accordance with the grievance procedure and appeal provisions of this Agreement.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall attempt to agree upon the selection of an arbitrator. If an agreement on an arbitrator is not reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after the receipt of said request. The failure to request such an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of grievance.

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

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) calendar 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 for in the PELRA.

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 either party. The parties shall share equally the fees and expenses of the arbitrator and any other expense, which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing

and recording, the second party shall also reimburse the first party for one-half (2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement.

Section 9. Form: A form which must be used for filing of a grievance shall be provided by the Union.

Section 10. 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 instituting 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 XIII

PROBATION, DISCIPLINE, & DISCHARGE

Section 1. Probationary Period: Effective July 1, 2019, any employee under the provisions of this Agreement shall serve a probationary period of ninety (90) work days of continuous service upon initial employment, excluding summer layoff, in the probationary period during which time the District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. Effective January 1, 2020, any employee under the provisions of this Agreement shall serve a probationary period of one hundred twenty (120) work days of continuous service upon initial employment, excluding summer layoff, in the probationary period during which time the District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

Section 2. Discipline and Discharge:

Subd. 1: The District shall have the right to discipline employees for cause after completion of the probationary period.

Subd. 2: Employees who are to be discharged or suspended shall be notified in writing of such action together with a statement of the reason(s) for discharge or suspension, a copy of which shall be sent to the Exclusive Representative.

ARTICLE XIV

MISCELLANEOUS

Section 1. Longevity Pay: Full-status employees of the Educational Assistant Unit shall be entitled to longevity pay in the form of additional days of salary according to the following schedule:

AFTER YEARS	DAYS
5 years	5 days
10 years	10 days
15 years	15 days
20 years	21 days
25 years	25 days

Subd. 1: Payment will be in the form of a lump sum payable on the second pay period in June of a current school year. In the event an employee retires or resigns before the end of a school year; the employee will receive a pro-rated amount payable on the last paycheck from the District.

Subd. 2: Full-status employees of the Educational Assistant Unit who prior to June 30, 2004 have been awarded five (5) days after four (4) years, eight (8) days after five (5) years, and eleven (11) days after ten (10) years shall maintain their current benefit until they reach the new longevity schedule.

Subd. 3: Full-status employees of the Educational Assistant Unit who prior to June 30, 2006 have been awarded and are receiving longevity as part of their regular salary payment will continue to receive longevity in that manner.

Subd. 4: If an employee who had been eligible for longevity in the current work year is involuntarily reduced to no lower than 918 hours for the next school year, the employee would retain their eligibility for longevity for the next school year only. After that one year, the requirement of 1,020 hours for longevity eligibility will be reinstated.

Reduction in hours which would disqualify an employee from longevity will be individually reviewed by the Director of Human Resources to determine if an exception is appropriate.

Subd. 5: Full status employees whose hours meet or exceed the required 1,020 hours, and are injured on the job, resulting in worker's compensation leave of absence, will continue to receive their years of service credit toward longevity.

Subd. 6. For the purposes of longevity payment, education assistants assigned to the Early Childhood program(s) shall be considered 'full status' employees if they are scheduled to work 20 or more hours per week or work more than 400 hours per year.

Section 2. Retroactivity: Contract provisions shall be retroactive to July 1, 2024, as specified.

Section 3. Vacations and Holidays:

Subd. 1. Eligibility: Those employees whose status is full-year (Article VII) will be eligible for vacation and holiday compensation but will not be eligible for longevity pay (Article XIV, Section 2).

Subd. 2. Holidays:

Subd. 2a. Each year, at the organizational meeting, the School Board shall designate ten (10) days as paid holidays for full-time employees.

Subd. 2b. Employees who are full-year and full-status shall be paid for five (5) holidays each year and the remaining five (5) holidays shall be non-work and unpaid days.

Subd. 3. Vacations: Eligible employees shall earn paid vacation days in accordance with Subd. 3a below. Vacations may be taken throughout the twelve (12) month calendar year but must be approved in advance by the employee's supervisor. In addition, full-year employees who have not used all available days must do so by September 30th of the fiscal year following that year in which days were to be taken.

Section 4. Deferred Compensation: Employees participating in the District approved Deferred Compensation Plan shall be eligible for a matching District contribution. The District's contribution is the value of converted sick leave up to \$1,500 per year under the following conditions.

For each hour of accumulated sick leave in excess of 45 days, the employee may elect to receive an amount equal to the employee's current hourly rate times the accumulated sick leave hours in excess of 45 days in matching deferred compensation. All hours applied to this provision shall be deducted from the employee's accumulated sick leave. The election to use accumulated sick leave must be made prior to the accrual of sick leave (July 1st of the year of the matching contribution) and is irrevocable during that period and therefore may not be rescinded or changed.

For purposes of this application in this agreement, the term District approved deferred compensation plan shall mean the District approved 403(b) Plan.

Section 5. Meet and Confer: The School Board and Education Minnesota St. Francis shall establish a Meet & Confer Committee. This committee shall have the obligation to meet and confer with the employee representatives designated by Education Minnesota St. Francis for the purpose of mutually discussing policies and other non-economic matters for recommendations to both the employees and the School Board. The committee shall not engage in negotiations nor develop policy inconsistent with the contract in effect. Other items may be discussed as requested.

Section 6. Intervenor Substitute Pay: A qualified employee covered by this Agreement that substitutes as an intervenor during their normal duty time shall be paid the difference between their normal hourly rate of pay and \$20.00 per hour.

Section 7. Behavior Intervention Assistant Pay: An educational assistant assigned during their normal duty time to substitute for an absent intervention assistant shall be paid up to \$19.00 per hour or their hourly rate, whichever is greater.

ARTICLE XXIV

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2025 and thereafter pursuant to the PELRA 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 under this contract. 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.

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

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

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

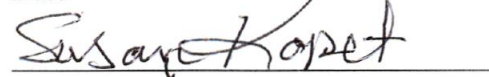
EDUCATION MINNESOTA
ST. FRANCIS
LOCAL NO. 1977
41 Sherburne Ave.
St. Paul, MN 55103



President

5/7/24

Date




Steward

5/29/24

Date

INDEPENDENT SCHOOL
DISTRICT 15

4115 Ambassador Blvd
St. Francis, MN 55070



Chairperson

5-13-24

Date



Clerk

5-13-24

Date

APPENDIX 1

SALARY SCHEDULE

Schedule changes will be in effect on July 1, 2024 (Year One)

Step	*Level II, III, IV 2024-2025
4	\$16.55
5	\$16.89
6	\$17.22
7	\$17.55
8	\$17.88
9	\$18.22
10	\$18.55
11	\$18.88
12	\$19.22
13	\$19.55
14	\$19.94
15	\$20.22
16	\$20.55
17	\$20.88
18	\$21.21
19	\$21.71
20	\$22.21

There will be step movement for 2024-2025.

*Step Ranges
2024-2025

*Level II
Steps 4-10

*Level III
Steps 9-20

*Level IV
Steps 10-20

Level II
Media
Transportation
Noon Recess
Parking Lot/Monitor

Level III
Special Education
Health Assistant

Level IV
Job Coach

Grandfathered Employee Rates

ID	2024-2025
4944	\$23.52
2828	\$23.94
3392	\$22.23
5453	\$23.20

The District will offer a minimum of six (6) hours of professional development each year to all educational assistants that are interested in taking classes that pertain to their jobs. Educational assistants will submit hours on a payroll claim form and will be paid their current hourly rate of pay. Educational assistants assigned to center-based programs will be offered a minimum of four (4) hours of additional professional development each year.

**MEMORANDUM OF UNDERSTANDING REOPENING
FOR AFFORDABLE CARE ACT CLARIFICATION**

In the interest of both parties, with the uncertainty of the Federal Affordable Care Act (ACA) which may result in the assessment of penalties, fees, or fines against the School District due to this agreement, the parties agree to reopen negotiations for benefits of Health Insurance, VEBA, HCSA and any other benefit in this agreement affected by the ACA final determinations. This may result in a new agreement for those categories only affected by the ACA.

JOB SHARING

The parties agree that job sharing can be beneficial for the employee and the employer. A memo of understanding will be pursued in the event of a future job sharing request.

**MEMORANDUM OF UNDERSTANDING
JOB TRAINING**

This Memorandum of Understanding (“MOU”) is entered into between Independent School District No. 15, St. Francis, Minnesota (“School District”) and Education Minnesota, St. Francis Local 1977 (“Union”), as follows:

WHEREAS, the Union, as the Exclusive Representative for educational assistants employed by the School District, is a party to the negotiated Collective Bargaining Agreement governing the terms and conditions of employment of educational assistants; and

WHEREAS, educational assistants categorized at level III may be assigned to assist students with on the job training, a task generally categorized as level IV; and

WHEREAS, when assigned said task an educational assistant is paid an additional hourly rate to recognize the differential for the time that they are assigned the task; and

WHEREAS, the salary schedules do not have an equal differential value for each level from III to IV.

NOW, THEREFORE, the parties agree as follows:

1. An educational assistant categorized at level III assigned to assist students with on the job training shall receive an additional hourly rate of \$.35 per hour.

2. This MOU shall remain in effect until a successor Master Agreement is ratified for the duration starting on July 1, 2025.

3. This MOU shall not be construed to constitute a precedent or past practice.

Dated: 5/13/24

Independent School District No. 15

By Mike Starn
Its Chair

Dated: 5/7/24

Education Minnesota St. Francis
Local 1977

By [Signature]
Its President

MEMORANDUM OF UNDERSTANDING Mentoring Program

This memorandum is designed to outline an agreement entered into by ISD 15 and Education Minnesota St. Francis Educational Assistants, Local 1977.

New full status educational assistants will shadow a District assigned mentor during their first student contact day of employment. The mentor shall be paid \$50 in addition to their normal rate of pay for this full day of mentoring.

Up to seven (7) hours of additional mentoring shall be available outside of the normal workday, but may be limited based on the qualifications of the mentee, to provide time for the mentor and mentee to complete the mentor program checklist and to answer any questions that the mentee may have. The mentor and mentee shall be paid their normal hourly rate or use other approved allocated time for the up to seven (7) hours.

This memorandum shall remain in full force and effect until a successor Master Agreement is ratified for the 2025-2027 period.

ASSOCIATION

INDEPENDENT SCHOOL DISTRICT No. 15

[Signature] 5/7/24
President Date

Mike Starn 5-13-24
School Board Chairperson Date

Amy Kelly 5-13-24
School Board Clerk Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between Independent School District No. 15, St. Francis, Minnesota ("School District") and Education Minnesota, St. Francis Local 1977 ("Union"), as follows:

WHEREAS, the Union, as the Exclusive Representative for educational assistants employed by the School District, is a party to the negotiated Collective Bargaining Agreement governing the terms and conditions of employment of educational assistants; and

WHEREAS, the School District has evaluated how to best serve the medical needs of students; and

WHEREAS, health educational assistants are categorized at the Level III level and are not required to have a State of Minnesota Emergency Medical Technician (EMT) certificate; and

WHEREAS, current health educational assistants may currently possess or seek to obtain an EMT certificate;

NOW, THEREFORE, the parties agree as follows:

1. A health educational assistant possessing a current State of Minnesota EMT certificate shall be paid an additional hourly rate of \$2.00 per hour.

This MOU shall remain in effect until a successor Master Agreement is ratified for the duration starting on July 1, 2025.

This MOU shall not be construed to constitute a precedent or past practice.

Dated: 5/13/2024

Independent School District No. 15

By Amy Kelly
Its clerk

Dated: 5/7/24

Education Minnesota St. Francis
Local 1977

By [Signature]
Its President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between Independent School District No. 15, St. Francis, Minnesota ("School District") and Education Minnesota, St. Francis Local 1977 ("Union"), as follows:

WHEREAS, the Union, as the Exclusive Representative for educational assistants employed by the School District, is a party to the negotiated Collective Bargaining Agreement governing the terms and conditions of employment of educational assistants;

NOW, THEREFORE, the parties agree as follows:

1. Transportation EA Route Determination: The Transportation Supervisor shall identify and describe the transportation needs of the District each year. The resulting document shall list/describe all the various transportation routes/packages, which will be required for the new school year. In addition to a brief description, the estimated time required for each route will also be provided. Compensation for each route will be calculated by using the applicable salary rate for an employee times the hours required as determined to the nearest quarter hour. Riding units which have been established prior to the bidding process shall remain intact until the entire bidding process is complete. Bidding will be conducted for EA's by seniority. Route selection will take place within one week of the driver's selection. A Union representative may be present as an observer during the bidding process. The Transportation Supervisor has the right to reassign an educational assistant to a different route if it is deemed the driver/educational assistant combination is not in the best interest of the District.

2. This MOU shall remain in effect until a successor Master Agreement is ratified for the duration starting on July 1, 2025.

3. This MOU shall not be construed to constitute a precedent or past practice.

Dated: 5/13/2024

Independent School District No. 15

By Amy Kelly
Its clerk

Dated: 5/7/24

Education Minnesota St. Francis
Local 1977

By [Signature]
Its President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between Independent School District No. 15, St. Francis, Minnesota ("School District") and Education Minnesota, St. Francis Local 1977 ("Union"), as follows:

WHEREAS, the Union, as the Exclusive Representative for educational assistants employed by the School District, is a party to the negotiated Collective Bargaining Agreement governing the terms and conditions of employment of educational assistants effective July 1, 2024; and

WHEREAS, the parties are interested in implementing some of the terms and conditions earlier than July 1, 2024;

NOW, THEREFORE, the parties agree as follows:

1. The 2024-2025 Appendix 1 salary schedule rates and the agreed upon step placement of educational assistants at the April 18, 2024 meeting and Article VI, Section 4, shall be implemented early, effective February 1, 2024. No other provisions of the 2024-2025 collective bargaining agreement will be implemented early.

2. This MOU shall remain in effect until a successor Master Agreement expires June 30, 2024.

3. This MOU shall not be construed to constitute a precedent or past practice.

Dated: 5/13/2024

Independent School District No. 15

By [Signature]
Its Clerk

Dated: 5/7/24

Education Minnesota St. Francis
Local 1977

By [Signature]
Its President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between Independent School District No. 15, St. Francis, Minnesota ("School District") and Education Minnesota, St. Francis Local 1977 ("Union"), as follows:

WHEREAS, the Union, as the Exclusive Representative for educational assistants employed by the School District, is a party to the negotiated Collective Bargaining Agreement governing the terms and conditions of employment of educational assistants; and

WHEREAS, the Minnesota Department of Education has provided clarification that for certain reimbursement or funding that special education paraprofessionals must meet requirements as determined by Federal and State agencies and/or law; and

WHEREAS, the parties are interested in recognizing special education educational assistants who meet the highly qualified standards;

NOW, THEREFORE, the parties agree as follows:

1. A one-time payment of \$355 will be made to a special education educational assistant that is employed as a special education educational assistant by the School District on September 3, 2024 who meets one or more of the following requirements:
 - At least two years of college credits (usually 60 credits if earned in Minnesota) through an accredited institution of higher education; or
 - An associate's degree or higher; or
 - A passing score on an approved, formal assessment (Paraeducator 65% for instructional support test, 70% for the application test. ParaPro score of 460 or above) demonstrating the knowledge and ability to assist with instruction in reading/language arts, writing, mathematics or readiness for each.
 - Local Assessment personnel requirement met: For special education educational assistants who have been employed in that role for three or more years supporting students with disabilities in Minnesota schools or other states with similar competency areas, as determined by the School District using the qualitative criteria aligned with the competencies in Minnesota Rules, part 8710.9000.

This MOU shall expire on October 1, 2024.

This MOU shall not be construed to constitute a precedent or past practice.

Dated: 7-22-24

Independent School District No. 15

By Amy Kelly
Its clerk

Dated: 6/24/24

Education Minnesota St. Francis
Local 1977

By [Signature]
Its President