DISTRICT - Saint Paul Public Schools PROPOSAL #4\_EA October 26, 2023

## 2023-2026 MEMORANDUM OF UNDERSTANDING REGARDING SUMMER SCHOOL SELECTION FOR SAINT PAUL FEDERATION OF EDUCATORS REPRESENTING EDUCATIONAL ASSISTANT PERSONNEL

This Memorandum of Understanding is by and between the Board of Education of Independent School District No. 625, Saint Paul Public Schools, and St. Paul Federation of Educators, exclusive representative for Educational Assistant employees in the Saint Paul Public Schools. The purpose of this Memorandum is to establish a clear understanding between the parties regarding the selection of employees for the School District's summer school program.

## Statement of Intent and Purpose

It is the intention of the Employer, during the term of this Memorandum of Understanding to use the following criteria for selection of employees for the summer school program:

- 1) Employment date of seniority;
- 2) A satisfactory last performance appraisal.

It is further understood that employees who work during the regular school year may apply for summer work in the schools and Discovery Club. Employees whose assignment during the regular school year is split between the schools and Discovery Club may be selected for summer work in either Discovery Club, or summer programming.

All employees must adhere to sign-up times and dates as established by the Director of Extended School Year Services, Summer School Administrator and the Director of Discovery Club.

Employees who accept a lower classification during summer school will be paid on the salary schedule at the step that represents the least reduction in their pay rate.

If after the initial pool of applicants have been assigned positions and there remain individuals desiring to work, but not yet hired or assigned, placement for positions will be by seniority with those employees with the greatest seniority placed first. Should an insufficient number of employees choose to be hired to work in a summer program, Discovery Club or ESY, the District may choose to require the least senior employee to work either ESY, a summer program or Discovery Club and continue to require a sufficient number of the least senior employees to work until such time as a sufficient number of employees are hired to meet program needs. Employees who will be required to work summer school to meet program needs will be notified of such assignment by May 15th of each year. Employees who refuse the assignment and fail to work may become ineligible for unemployment insurance payments as provided by the State of Minnesota.

The parties recognize that some employees, due to program needs, work the full summer, but are not designated as 12-month employees. Those employees who work the full school year in addition to the entire summer program into which they are selected to work, are eligible for holidays and use of personal leave in accordance with designated 12-month employees. To be eligible for holiday pay, employees will be required to meet the eligibility standards as designated within the collective bargaining agreement.

This language does not guarantee summer hours from year to year and does not apply to employees working in year-round schools.

This Memorandum of Understanding shall be effective during the duration of the <u>2023-2026</u> Labor Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625	MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES UNION LOCAL NO. 320
Chair, Board of Education	Business Agent
Assistant Director Employee/Labor Relations	Date
Labor Relations Manager	
Date	