

MEMORANDUM OF UNDERSTANDING

WHEREAS, the River Bend Education Minnesota Local No. 4860 (“Union”) represents Teachers at the beginning of the 2025-27 school year in the River Bend Education District (“District”); and

WHEREAS, the District and the Union have entered into a collective bargaining agreement effective July 1, 2025, through June 30, 2027 (“Master Agreement”); and

WHEREAS, the Master Agreement provides that the District will no longer have a sick bank for staff. As of August 21, 2025, is a carry-over of 71 days from previously donated time and an agreement is needed on how to address these donated days.

WHEREAS, the parties wish to enter into this Memorandum of Understanding (“MOU”) to clarify their understanding of the application of the Master Agreement with respect to teachers’ request to use time in these banked days.

NOW, THEREFORE, the parties stipulate and agree as follows:

1. The parties agree that the District will work with the Union President when anyone under the “teacher” master agreement requests to use the remaining balance or part of the remaining balance of days (all requests are in full day increments) and if there are days remaining in this bank the employee can be considered to use days per agreement with the Union President and the Executive Director.

Eligibility: In order to be eligible to receive donated paid sick leave, an employee must meet all of the following criteria:

- (1) Diagnosed by a physician with a catastrophic illness or injury to himself or herself or immediate family member. The physician must sign and date a statement describing the medical condition and why the nature of that condition would need to result in time off of work. The statement must accompany a written request to the Executive Director for donated paid sick leave.
- (2) The employee must have exhausted all earned paid leaves of absence including PTO and sick leave.
- (3) Eligibility for the leave donation ends when the employee becomes eligible for long-term disability.
- (4) The maximum number of days that an eligible employee may access the donation bank is what remains in the bank.

2. Nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement. No party may introduce this MOU in any proceeding, formal or informal, as evidence of a contract interpretation, practice, or precedent, other than as may pertain solely to the application of the MOU.
3. This MOU shall remain in effect until the banked days are fully used by the individuals covered in the "teacher" master agreement.
4. This MOU shall for all purposes be deemed to have been mutually drafted.
5. This MOU constitutes the entire agreement between the parties regarding the matters addressed in this document. No party has relied upon any oral statements, promises, or representations that are not set forth in this MOU. No changes to this MOU will be valid unless they are in writing and signed by the parties.

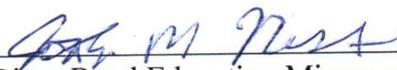
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 22nd day of August 2024.



River Bend Education District Executive Director

8-22-2025

Date



River Bend Education Minnesota Local No. 4860
President

8-22-2025

Date