

TERMS AND CONDITIONS OF EMPLOYMENT

between

OSSEO AREA SCHOOLS

ISD  **279**

Maple Grove, MN

and

EQUITY STAFF

Effective Dates: July 1, 2016– June 30, 2018

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ARTICLE I PURPOSE

Section 1. Parties: These are the terms and conditions of employment for employees serving in the role of Equity Specialist, Community Liaison, Cultural Liaison, Student Assistance Counselor or Bilingual Assistant who are employed by the School Board, Independent School District 279, Maple Grove, Minnesota.

ARTICLE II DEFINITIONS

Section 1. Terms and Conditions of Employment: Will mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the School District. The terms in both cases are subject to the provisions of PELRA.

Section 2. Employee: Will mean any person employed by the School Board in the capacity of Equity Specialist, Community Liaison, Cultural Liaison, Student Assistance Counselor or Bilingual Assistant.

Section 3. School Board: For purposes of administering these terms and conditions of employment, the term "School Board" may also mean its designated representative.

Section 4. Other Terms: Terms not defined in these terms and conditions of employment will have those meanings as defined by PELRA.

ARTICLE III SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Employees recognize that the School District 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 School District, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel.

Section 2. Management Responsibilities: The Employees recognize the right and obligation of the School District 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. Effects of Laws, Rules and Regulations: The Employees recognize that all employees covered by these terms and conditions of employment will perform the services prescribed by the School District and will be governed by School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment and which are issued by properly designated officials of the School District. Any provision of these terms and conditions of employment found in violation of any law, rule or regulation thereunder will be without force or effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties will 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 these terms and conditions of employment are reserved to the School District.

Section 5. Reporting: Incarceration, arrest, or subsequent court directives that could impact the employee's ability to perform his/her job, and/or any allegation of child maltreatment, must be reported by the employee to Human Resources or the employee may be subject to discipline.

ARTICLE IV EMPLOYEES' RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in these terms and conditions of employment will be construed to limit, impair or affect the right of any employee, or his/her representative, to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment; nor will it be construed to require any employee to perform labor or services against his/her will.

Section 2. Right to Join: Employees will have the right to form and join labor or employee organizations, and will have the right not to form and not to join such organizations. Employees will 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 such employees with the School District.

Section 3. Other Rights: Employees will have all other rights prescribed by PELRA.

ARTICLE V EMPLOYEES' BASIC SCHEDULE RATES OF PAY

Section 1. Rates of Pay: The wages reflected will be effective only for the dates indicated.

Subd. 1. Bilingual Assistants

Rates Effective July 1, 2016 to June 30, 2017	
Step 1	\$14.18/hr
Step 2	\$15.37/hr
Step 3	\$16.86/hr
Step 4	\$18.59/hr
Step 5	\$20.53/hr

Rates Effective July 1, 2017 to June 30, 2018	
Step 1	\$14.61/hr
Step 2	\$15.83/hr
Step 3	\$17.37/hr
Step 4	\$19.15/hr
Step 5	\$21.14/hr

Subd. 2. Equity Specialists, Student Assistance Counselors, Community and Cultural Liaisons

Salary Ranges: The following salary ranges shall be created for Equity Specialists, Student Assistance Counselors, Community and Cultural Liaisons, beginning July 1, 2016.

	<u>Minimum</u>	<u>Maximum</u>
Equity Specialists, Student Assistance Counselors, Community and Cultural Liaisons	\$46,344	\$54,704

Effective 2011-2012 and thereafter, Equity Specialists, Student Assistance Counselors, and Community and Cultural Liaisons who hold a valid license conferred by the Minnesota Department of Education Board of Teaching shall receive an additional \$1,000 per year, paid as an annual stipend. To qualify for the stipend, employees must submit documentation indicating the valid licensure to Human Resources. The stipend will be paid the following July 1st after appropriate documentation is received and approved by Human Resources.

Section 2. Salary Advancement for Equity Specialists, Student Assistance Counselors, Community and Cultural Liaisons: Effective July 1, 2015, advancement within the salary range will be based on performance measures relating to job performance and leadership. To qualify for salary advancement based on performance, an employee must have worked a minimum of 120 duty days in a contract year.

Subd. 1. Salary Advancement Amounts: Subject to the process outlined in Subd. 1 of Section 2, the following salary advancement amounts will be available:

Exemplary Performance:	\$1000
Meets Performance:	\$600
Developing Performance:	\$300
Unsatisfactory Performance:	\$0

When an employee reaches the top of their salary range, any remaining salary advancement will be paid to the employee as a one-time stipend. These salary advancement amounts shall be effective for 2016-2018.

Subd. 2. Alternative Salary Advancement Amounts: The School Board shall set financial parameters for contract negotiations. These financial parameters relating to salary shall be used to determine the amount of salary advancement if it is to be less than the amounts specified in Subd. 1 above.

Based on the parameters set by the School Board, salary advancement will be as follows:

Exemplary Performance:	\$0 - \$1000
Meets Performance:	\$0 - \$600
Developing Performance:	\$0 - \$300
Unsatisfactory Performance:	\$0

When an employee reaches the top of their salary range, any remaining salary advancement will be paid to the employee as a one-time stipend.

Section 3. Salary Advancement for Bilingual Assistants: Effective July 1, 2016, to qualify for step movement, an employee must have worked a minimum of 120 duty days in a contract year.

Section 4. Work Year: The number of duty days will generally be 186 days for Equity Specialists, Student Assistance Counselors, and Community and Cultural Liaisons, and the scheduled days will generally be the 186 teacher scheduled work days. The number of duty days for Bilingual Assistants will be 172 days, and the scheduled days will generally be the 172 student contact days. Additional days may be added by the Program Supervisor upon mutual consent. Additional days will be compensated pro rata based on the daily rate of pay.

On Mark Reporting Days, Equity Specialists, Student Assistance Counselors, Community and Cultural Liaisons may choose to report to the site, or not, as long as the required work is completed by the deadline established by each site. If the work requires that an Equity Specialist, Student Assistance Counselor, Community and Cultural Liaison report to the site in order for it to be completed, then they will need to report to the site.

On trimester 3 Mark Reporting Days, all Equity Specialists, Student Assistance Counselors, Community and Cultural Liaisons must report to their site in the morning for a minimum of a half day and check out with their supervisor prior to leaving for the school year.

Section 5. Hours:

Subd. 1. Equity Specialists, Student Assistance Counselors, and Community and Cultural Liaisons

Employees are normally required to work a forty (40) hour week. The scheduled hours will typically coincide with teacher/student contact time at the employee's assigned work site and approved by their supervisor. The scheduled hours may be adjusted to meet the needs of a particular program, with the approval of the Program Supervisor/Principal.

In order for building sites to function at the highest levels, employees will be expected to maintain a regular schedule with their supervisor or designee. In addition, adjustments may be made based on the need for work to be performed outside of the school or building.

As an alternative, employees may be allowed to accumulate a maximum of twenty four (24) hours of compensatory time per year, to be accumulated and utilized only with the approval of the Program Supervisor/Principal. Such compensatory time must be used prior to June 30 of the school year in which the compensatory time was accumulated, and shall have no cash value or be paid in any way to the employee at any time.

As part of the typical work week, Equity Specialists, Student Assistance Counselors and Community and Cultural Liaisons acknowledge that unplanned appointments at the end of a work day may occur to serve parents and/or students in their building.

Such appointments could be considered for compensatory time only if they become unreasonably extended or frequent.

Subd. 2. Bilingual Assistants

Employees will normally work student contact days/hours. The scheduled hours may be adjusted to meet the needs of the employee's work site and the School District to ensure optimal levels of service are provided. Adjustments to the normal hourly and work week schedule will require approval from the employee's immediate supervisor.

Lunch Period: Employees working 6 hours or more a day will take a thirty (30) minute unpaid lunch period.

Overtime: Work over forty (40) hours per week will be paid at time and one-half or by compensatory time as time and one-half, as determined by the employee and the immediate supervisor. All overtime must be authorized in advance.

Section 6. Placement on Schedule:

Subd. 1. New Employee Placement: New employees will be placed on the appropriate schedule as determined by the requirements of the job and at the discretion of Human Resources.

Subd. 2. Salary Schedule Advancement: Effective July 1, 2015 for Bilingual Assistants only, subject to Board approval, each employee who has worked a minimum of 93 paid days during the school fiscal year (July 1st to June 30th) will move to the next step on the salary schedule on July 1st of the following year. Schedule advancements will occur on July 1st of each year for eligible employees. For the purposes of this section, a day worked will include paid leave and holiday pay.

Subd. 3. The wages reflected in this schedule shall be a part of this Agreement for the period July 1, 2016 through June 30, 2018.

Subd. 4. During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of the Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an Employee shall be compensated according to his/her current rate until a successor Agreement is entered into.

Section 7. Holidays: Bilingual Assistants regularly scheduled to work ten and one half (10 1/2) hours or more per week will be granted seven (7) paid holidays as determined by the School Board prior to July 1st each year.

The following seven (7) paid holidays will be granted for the 2016-2018 contract years:

Thanksgiving Day Holiday
New Year's Holiday
Spring Holiday

Winter Holidays (2 days)
President's Day or Martin Luther King, Jr. Day
Memorial Day

Section 8. Professional Responsibilities: Normal duties include meetings called by principals, department coordinators and district administrators which may necessitate a longer day or week. Moreover, an important function of an Employee is to work with students, families, and community members and to accomplish this, a longer day or week may be necessary.

Section 9. Additional Compensation: Employees may be pre-approved for payment at the pro rata hourly rate for work associated with programs, special events, and activities that exceed normal duties.

Subd. 1. Exception: As an exception to Section 8 above, employees who provide interpretation/translation services for the District outside of programs or duties comprised within the work year shall be paid at the District rate relating to interpretation/translation services, rather than the pro-rata rate.

Section 10. Job Elimination: In the event of job elimination requiring layoff, employee(s) terminated will be at the discretion of the program supervisor based on performance and programmatic needs of the system.

Section 11. Probation and Continuing Status: New employees will be considered as probationary employees until June 30th if they have completed at least 120 work days of employment, as defined in Section 3 of this Article. If a school year ends prior to a probationary employee serving at least 120 work days, such employee shall be on probation for the following school year, ending June 30th. During this time they may be transferred, discharged or laid off. Upon completion of the probationary period, the employee will establish continuing employee status unless otherwise notified in writing by the employer prior to that date. Probationary employees should be evaluated by their immediate supervisor.

Section 12. Conferences and Conference Release Days for Equity Specialists:

Subd. 1: Equity Specialists: Within the yearly school calendar, thirty (30) hours or four (4) days will be designated for work outside of the 40 hour work week/186 day work year, at the direction of the Director of Educational Equity. As a result of this required work, Equity Specialists will not be required to work during scheduled conference release days.

Such use of these thirty (30) hours will be determined only by the Director of Educational Equity. Collaboration will be sought between the Director and the Equity Specialist regarding best use of the 30 hours.

Subd. 2: Bilingual Assistants: Employees are required to attend 30 hours of parent teacher conferences and will be compensated at the Interpreter Rate of pay as that is the service they will be providing and it is outside of their regular work day.

Section 13. Emergency Closing: If school starts late or is closed early due to inclement weather or other emergency situations, employees will be paid for their normal work assignment for that day. On such days, the work assignment will be determined by the immediate supervisor.

In the event school is cancelled due to inclement weather or other emergency situations, employees will be paid for up to three (3) days, per school year, for their normal work assignment. This provision will apply for full days only when school has been cancelled prior to the opening of the normal school day.

The superintendent reserves the right to require that employees report to work for any school closing. Employees will receive their normal compensation for that day and no additional compensation.

In the event an employee is on a personal leave or vacation day on a school closing day, the employee will be charged the personal leave or vacation time for that day. If an employee has a scheduled personal or family illness day on a school closing day, the day will not be deducted if the employee reports to work the very next duty day.

ARTICLE VI GROUP INSURANCE

Section 1. Health and Hospitalization Insurance for Full-Time Employees (employees scheduled to work 32 or more hours weekly): The selection of insurance carriers and policies will be made by the School District.

Subd. 1. Basic Group Health and Hospitalization Plans:

- a) **Single Coverage:** Effective July 1, 2016, the District will pay up to \$551.94 in monthly premium for individual coverage for each full-time employee who qualifies for and enrolls as single in any of the High or Value health and hospitalization plans. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.
- b) **Employee + 1 Coverage:**
Effective July 1, 2016, the District will pay up to \$858.34 in monthly premium for employee + 1 dependent coverage for each full-time employee who qualifies for and enrolls as individual + 1 in either the High or Value health and hospitalization plan. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.
- c) **Family Coverage:** Effective July 1, 2016, the District will pay up to \$1,375.24 in monthly premium for Family coverage for each full-time employee who qualifies for and enrolls as Family in the High or Value health and hospitalization plan. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

Subd. 2. High Deductible Health Insurance Plan / HSA: Effective July 1, 2016, the School District will offer an optional High Deductible Health Plan with a Health Savings Account (HSA). For those employees who elect to participate in the high deductible plan, the School District will make the following contributions:

- For employees who select single coverage, the School District will contribute the following:

Premium: Up to \$419.10 of the single monthly premium.
HSA: \$200.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.

- For employees who select employee +1 coverage, the School District will contribute the following:
Premium: Up to \$833.20 of the employee + 1 monthly premium.
HSA: \$400.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.
- For employees who select family coverage, the School District will contribute the following:
Premium: Up to \$1,341.12 of the family monthly premium.
HSA: \$400.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.

District contributions to the HSA trust account will be made each month. Contributions for July and August will be made at the same time as the September contribution. In the event of hardship, the parties agree to meet and confer to discuss alternatives to the contribution timelines.

The school district will pay all administrative fees associated with the plan.

Subd. 3. Married Couples in District with Family Coverage: When an employee and his/her spouse are both employed by the School District and are eligible for the School District's group health and hospitalization plan, one employee will be provided the contribution for Family coverage in the plan. Additionally, in the event both employees enroll in the same hospitalization dependent plan, full premium for Single coverage of the plan will be credited toward the premium cost of the Family/Employee +1 plan elected by the employees. Any additional cost of the premium will be paid by the employee and paid by payroll deduction.

Section 2. Group Term Life Insurance: The School District will pay the full premium for group term life insurance for all full-time employees employed by the School District who qualify for and enroll in the existing group term life insurance plan of the School District. Full-time employees who qualify and enroll will be covered by group term life insurance in the amount of \$50,000.

Section 3. Supplemental Group Term Life Insurance: Full-time employees will have the option, subject to the conditions established by the School Board's carrier for group term life insurance as provided in Section 2, to purchase supplemental group term life insurance in the amounts of \$25,000, \$50,000, \$75,000, \$100,000, or \$125,000 not to exceed three (3) times annual salary. The cost of the supplemental coverage will be borne by the employee and paid by payroll deductions.

Section 4. Long-Term Disability Income Protection: The School District will pay the full premium for employee coverage in the existing long-term disability income protection plan

of the School District for all full-time employees employed by the School District who qualify for and enroll in such coverage. This coverage will apply to base annual salary.

Section 5. Dental Insurance:

Subd. 1. Types of Coverage:

- a) **Single Coverage:** The School District will pay up to \$28.00 per month for individual coverage for each full-time employee who qualifies for and enrolls in the School District's group dental insurance plan.
- b) **Family Coverage:** The premium cost of the family/dependent coverage for each full-time employee who qualifies for and enrolls in the School District's group dental insurance plan and who qualifies for family/dependent coverage will be paid in total by the employee less the School District contribution for individual coverage and paid by payroll deduction. Whether the School District offers family/dependent coverage is subject to the conditions as established by the carriers.

Section 6. Health and Hospitalization Insurance for Part-Time Employees (employees scheduled to work 30 hours but less than 32 hours weekly): The selection of insurance carriers and policies will be made by the School Board.

Subd. 1. Basic Group Health and Hospitalization Plans:

- a) **Single Coverage, Employee +1, or Family Coverage:** Effective July 1, 2016, the School District will pay up to \$551.94 of the monthly premium for each employee who qualifies for and enrolls in any of the School District's group health and hospitalization plans other than the High Deductible/HSA plan. The employee will pay the difference by payroll deduction between the School District's contribution and the premium for the selected plan.
- b) **High Deductible Health Plan/HSA:** The School District will offer an optional High Deductible Health Plan with a Health Savings Account (HSA). For those part-time employees who elect to participate in the high deductible plan, the School District will make the following contributions:
 - 1. For employees who select single coverage, the School District will contribute the following:
 - Premium: Up to \$419.10 of the single monthly premium.
 - HSA: \$200.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.
 - 2. For employees who select employee +1 coverage, the School District will contribute the following:
 - Premium: Up to \$833.20 of the employee + 1 premium.
 - HSA: \$400.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.

3. For employees who select family coverage, the School District will contribute the following:

Premium: Up to \$1,341.12 of the family premium.

HSA: \$400.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.

District contributions to the HSA trust account will be made each month. Contributions for July and August will be made at the same time as the September contribution. In the event of hardship, the parties agree to meet and confer to discuss alternatives to the contribution timelines.

The school district will pay all administrative fees associated with the plan.

Section 7. Eligibility: Full-time employees are eligible for group insurance. Those employees working a full school year schedule consisting of thirty-two (32) or more hours per week will be considered full-time for purposes of eligibility for group insurance. Qualifications will include those established by the School District and the carrier of the coverage.

Section 8. Enrollment: All employees qualifying may enroll for such coverage in accordance with the procedure established by the School District. Employees will be allowed to waive health coverage in the District's health plan upon sufficient proof that the employee has obtained group health coverage through another source (e.g. spouse). The Human Resources department shall determine the basis for sufficient documentation of group coverage from another source. The District retains the right to re-examine waiver of health coverage on a year-to-year basis. If an employee waives health coverage under this Section, the employee will not receive any District contribution for health insurance benefits. Employees who are not currently enrolled or have not previously opted out will be automatically enrolled in the District health insurance high deductible plan unless the employee submits an enrollment form either opting out of the plan or selecting another plan design option.

Section 9. Claims Against the School District: It is understood that the School District's obligation is to purchase an insurance policy and pay such amounts listed herein and no claim will be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 10. Duration of Insurance Contributions: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution will cease effective on the last working day of the month in which employment terminates.

Section 11. Insurance Program Eligibility in the Event of Retirement: An employee who retires is eligible to participate in the health/hospitalization and dental plans for a period of fifteen (15) years upon retirement but must pay the entire premium for the plans selected. The right to continue participation in such plans, however, will be in accordance with conditions of the carrier and/or until they qualify for coverage under another program.

Section 12. Section 125 Flexible Spending Plan: The School District will provide a Section 125 Flexible Spending Plan (FSA) under the Internal Revenue code for all employees.

Subd. 1. Description: The Section 125 Flexible Spending Plan (FSA) offered by the School District is a plan established to provide a way to save money on costs for medical and dependent care expenses. The three accounts allow payment for health insurance premiums, certain out-of-pocket health care expenses, and dependent care expenses with pre-tax dollars. It is a salary reduction plan permitting participants to choose among more than one benefit. It is classified as a “Cafeteria Plan” for federal income tax purposes.

The plan year will be determined by the School Board. There are three components to the plan:

1. District-provided health insurance premium deduction with pre-tax dollars
2. Dependent care reimbursement account
3. Medical expense reimbursement account

Section 13. Retirement Savings Plan: The School District will match the contribution of an eligible employee, according to the following schedule towards the School District’s approved 403(b) plan. These contributions will be paid annually (the Employee contract year).

Subd. 1. District Annual Match – Effective July 1, 2013: The School District’s match of an eligible employee’s contribution will be the amount listed below.

Equity Specialists/Community and Cultural Liaisons/Student Assistant Counselors

Employees are eligible beginning after one (1) year of consecutive, full-time service in the District. Employees must contribute at least one of the amounts indicated to receive the District Annual Match Amount.	Minimum District Annual Match <u>Amount</u> \$440. ⁰⁰	Maximum District Annual Match <u>Amount</u> \$880. ^{00*}
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Bilingual Assistants

Employees are eligible beginning after one (1) year of consecutive service in the District. Employees must contribute at least the amount indicated to receive the District Annual Match Amount.	District Annual Match Amount \$285. ^{00*}
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*Employees may choose to defer more than the District annual match amount. Federal law determines the maximum amount an individual can contribute annually.

ARTICLE VII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earn: All employees will accrue sick leave at the rate of ten (10) days per year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to an unlimited number of days per employee. Such accrual will be non-retroactive. If an employee is discontinued and has used more sick leave than entitled to, such excess amount will be deducted from the last pay check.

Subd. 3. Use:

- a) Sick leave with pay will be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented attendance and performance of duties on that day or days, provided that the employee has unused sick leave at the time of such absence.
- b) Sick Leave may also be used for the illness of a minor child as provided for in M.S. 181.9413 (Sick or Injured Child Care Leave); provided the employee has unused sick leave at the time of such absence. M.S. 181.9413 defines "child" as an individual under eighteen (18) years of age or an individual under age twenty (20) who is still attending secondary school.

Subd. 4. Use – Pregnancy: An employee may utilize available sick leave, subject to the provisions of this Section and Section 4 hereof, for periods of disability relating to pregnancy, miscarriage, and abortion or child birth. Such an employee will notify Human Resources in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave, and also at such time will provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement. A licensed physician will determine the definition of disability.

Subd. 5. Medical Verification: If there is a question as to the eligibility of an employee for sick leave, the School District reserves the right to verify the illness. In the event that a medical certificate will be required, the employee will be so advised by the School District.

Subd. 6. Deduction: Sick leave allowed will be deducted from the employee's accrued sick leave days.

Subd. 7. Approval: Sick leave pay will be approved only upon submission of a signed request upon the authorized sick leave pay request form provided by the School District.

Subd. 8. Excess Use: Any days used in excess of the number of days of sick leave accrued will be deducted from the employee's salary for the pay period during which the absence not covered by sick leave occurred.

Subd. 9. Utilization of Sick Leave Benefits During Absences Covered by Workers' Compensation and/or Long-Term Disability (LTD):

- a) 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 under the provisions of the Workers' Compensation Act and/or an absence covered by the School District's long-term disability insurance, the School District will pay the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and/or LTD and the employee's base rate of pay to the extent of the employee's earned accrual of sick leave.
- b) A deduction will be made from the employee's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement Workers' Compensation and/or LTD payments.
- c) Such payment will be paid by the School District to the employee only during the period of disability.
- d) In no event will the additional compensation paid to the employee by virtue of sick leave pay result in the payment of total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.
- e) An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and/or an absence qualifying the employee for LTD payments who elects to receive sick leave pursuant to these terms and conditions of employment will submit the workers' compensation check and/or LTD payment, endorsed to the School District prior to receiving payment from the School District for this absence.

Section 2. Family Illness Leave:

Subd. 1. Use: Full-time employees may be granted up to a maximum of ten (10) days absence per year, upon approval of Human Resources for illness in the employee's or spouse's immediate family that may or may not otherwise be covered under the Family and Medical Leave Act (FMLA) and/or state statute. The immediate family will include parent, sister, brother, spouse, children who do not meet the minor child definition of M.S. 181.9413¹, son-in-law, daughter-in-law, grandparent, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the employee. These days will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary reduction based on the daily rate of pay.

M.S. 181.9413 defines "child as an individual under eighteen (18) years of age or an individual under age twenty (20) who is still attending secondary school." Article VI, Section 1, Subd. 3.b. applies in the event of minor child illness.

Section 3. Bereavement Leave:

Subd. 1. Use – Immediate Family: Full-time employees will be granted up to five (5) days for absence due to death of any member of the employee's or spouse's immediate family. The immediate family will include parent, sister, brother, spouse, son, daughter,

son-in-law, daughter-in-law, grandparent, grandchildren, and guardian and any other relative or non-relative who stands in the same relationship with the employee. Such absences will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary deduction equal to the daily rate of pay. Additional absence, but not to exceed five (5) additional days may be granted. In no case will this additional period exceed five (5) days.

Subd. 2. Use – Not Immediate Family: Absence due to the death of a person, not listed in Subd. 1. of this Section, will be limited to one (1) day per occurrence. Such absence will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary reduction based on the daily rate of pay.

Section 4. Personal Leave: All employees will be granted a leave of not more than one (1) day per year for situations that arise requiring the employee's personal attention which cannot be attended to during non-working hours and are not covered under other provisions of these terms and conditions of employment.

Subd. 1. Requests: Requests for personal leave must be made in writing to Human Resources at least three (3) days in advance of the leave, except in the event of emergencies. The request need not state the reason for the personal leave day. This day will not be deducted from sick leave.

Subd. 2. Limit: Human Resources reserves the right to refuse to grant such leave if, under the circumstances, Human Resources determines that such leave will not be granted. At no time will more than one (1) employee covered by these terms and conditions of employment be granted personal leave.

Subd. 3. Exclusion: A personal leave day will not be granted on a workshop day and the first and last day of the student school year. However, the leave will only be granted for special circumstances with written explanation by the employee and approval of Human Resources.

Section 5. Child Care/Adoption Leave:

Subd. 1. Purpose: An employee, upon request, may be granted a leave for the purpose of child care of a newborn child or for the adoption of a child. The employee will be required to concurrently take a leave pursuant to the Family/Medical Leave Act (FMLA). This leave will be granted to one (1) parent of a newborn or adopted child provided such parent is caring for the child. Employees may be granted partial leaves of absence appropriate to the job assignment.

Subd. 2. Request: An employee making application for child care leave will inform Human Resources in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave. For an adoption leave, the employee will inform Human Resources in writing at the earliest opportunity of the intention to take the leave.

Subd. 3. Use of Sick Leave for Pregnancy: If the reason for the leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this Article during a period of physical disability. A pregnant employee will also

provide at the time of the leave application, a statement from her licensed physician indicating the expected date of delivery.

Subd. 4. Use of Sick Leave for Adoption: An employee may request to use up to thirty (30) days of accumulated sick leave for adoption to assist in preparation and legal reasons of the adoption, as well as necessary travel and initial adjustment of the child. These days need not be taken consecutively.

Subd. 5. Date of Leave: The effective beginning date of a child care/adoption leave and its duration will be determined by mutual consent between the employee and Human Resources. In determining the date of the commencement and duration of the leave, Human Resources will review each case on its individual merits taking into consideration the following:

- a) The continuity of the instructional program for students. The commencement of the leave should normally coincide with some natural break in the school year, e.g., winter vacation, spring vacation, end of a grading period, the end of the school year or the like.
- b) The request of the employee.
- c) The specific employment duties of the employee involved.
- d) The health and welfare of the employee, unborn child or adopted child.
- e) The recommendation of the employee's licensed physician.

Subd. 6. Duration: In making a determination concerning the commencement and duration of a childcare/adoption leave, the School Board will not in any event be required to:

- a) Grant any leave of more than twelve (12) months in duration.
- b) Permit the employee to return to his/her employment prior to the date designated in the request for the leave, unless by mutual agreement of the employee and Human Resources.

Subd. 7. Approval of Leave: If the employee complies with all provisions of this Section and a leave is granted by the School Board, the employee will be notified in writing.

Subd. 8. Termination of Leave: Interruption of pregnancy will terminate the leave. Human Resources may require in such cases forty-five (45) days notice to return.

Subd. 9. Reinstatement: An employee returning from child care/adoption leave will be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a) The position has not been abolished.

- b) The employee is not physically or mentally disabled from performing the essential duties of such position.

Subd. 10. Failure to Return: Failure of the employee to return pursuant to the date determined in this Section will constitute grounds for termination by the School District unless the School District and the employee mutually agree to an extension of the leave.

Subd. 11. Probationary Period: The parties agree that the applicable periods of probation for Employees 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 child care/adoption leave will not be counted in determining the completion of the probationary period.

Subd. 12. Experience Credit: An employee who returns from child care/adoption leave within the provisions of this Section will retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Article at the commencement of the leave. The employee will not accrue additional experience credit for pay purposes or leave time during the period of absence.

Subd. 13. Salary: Any child care/adoption leave of absence granted under this Section will be a leave without pay except as provided in Section 1 of this Article.

Subd. 14. Insurance: An employee on child care/adoption leave of absence is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but will pay the entire premium for such programs as the employee wishes to retain, following FMLA.

Subd. 15. Notification to Return: An employee on child care/adoption leave of absence will be sent a Notification of Assignment from Human Resources according to the following schedule:

- a) When the return date of the leave is intended to coincide with the opening of school, notification will be given by April 1st.
- b) At least sixty (60) days prior to the specified return of the leave when such date falls at any other time during the school year.

Subd. 16. Failure to Return Contract: The employee will lose all re-employment rights if the employee refuses or fails to return the notification within ten (10) days.

Section 6. Short-Term Leave:

Subd. 1. Salary: Short-term leave will be without pay.

Subd. 2. Duration: Short-term leave may be granted for not more than ten (10) working days during the effective dates of these terms and conditions of employment.

Subd. 3. Request: Requests for short-term leave will be made five (5) days in advance except in the case of emergencies. The request will be on a leave of absence request

form (PF22), and will clearly state the reason for such request. Any special conditions or arrangements established by the administrator for a short-term leave will be in writing to the individual requesting the leave. All conditions established must be met to be eligible for the leave.

Subd. 4. Approval: Short-term leave will be granted only in special circumstances and must be approved by Human Resources.

Subd. 5. Eligibility: Short-term leave will normally be available no more than once every year.

Subd. 6. Limit: The number of employees on short-term approved leave at any given time will not exceed one (1).

Section 7. Long-Term Leave:

Subd. 1. Eligibility: Employees who have a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence once during their district employment. Additional leaves may be granted at the discretion of Human Resources for health reasons or election to political office.

Subd. 2. Duration: Leave may be granted for a period of time up to one (1) year.

Subd. 3. Benefit Accrual: An employee on leave will retain his/her accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the employee is on leave.

Subd. 4. Purpose: A long-term leave may be requested for family issues, retraining or career change, education, election to political office, or approved travel.

Subd. 5. Requests: Requests for long-term leaves must be made at least thirty (30) days in advance, except in emergencies, and submitted to the administrator in charge for his/her recommendation. Final approval will be made by Human Resources.

Subd. 6. Insurance: An employee on an approved long-term leave is eligible to participate at his/her own expense in the health and hospitalization and dental programs of the School District up to a maximum of 18 months in accordance with COBRA requirements. Participation will be subject to the conditions prescribed by the insurance carrier.

Subd. 7. Reinstatement: An employee returning from long-term leave will be re-employed in a position provided:

- a) Employee has notified the District no later than March 1st that he/she intends to return to work the first duty day of the upcoming school year, and
- b) That a position is available. (Note: If a position is not available, employee's name will be placed on a waiting list and will be offered a position should a vacancy occur during the school year or by the beginning of the following school year provided the employee qualifies for said position), and

- c) That the employee is not physically or mentally disabled from performing the essential functions of such position.

Subd. 8. Notification to Return: An employee on long-term leave will be notified of the assignment and date of return by Human Resources according to the following schedule:

- a) When the return date of said leave is intended to coincide with the opening of school, notification will be given by April 1st of the preceding year.
- b) When the return date falls at any other time during the school year, notification will be given at least sixty (60) days prior to the specified return date.

Subd. 9. Failure to Return Notice: The employee will lose all re-employment rights if the employee refuses or fails to return the notice of assignment within ten (10) days.

Section 8. Religious Holiday Leave: Employees may be granted up to three (3) days of religious holiday leave. Employees must make application, including a brief summary of details of the request, to Human Resources at least three (3) days prior to the religious holiday. Upon approval, Human Resources will notify the employee's immediate supervisor to make the necessary arrangements allowing the employee to make up the days at some other prearranged time. However, an employee may utilize provisions outlined in Section 4, Personal Leave, if so desired. If the employee chooses none of the options as outlined herein, leave may be granted with full loss of pay.

Section 9. Jury Duty: A full-time employee summoned to jury duty will be granted time off with pay.

Subd. 1. Notice to District: Employees who receive a summons for jury duty are to notify Human Resources immediately of the proposed dates of service.

Subd. 2. Remittance of Stipend: Employees who receive a stipend for jury duty are to reimburse the School District for the amount received, minus the mileage and parking allowance if they were on jury duty during school time.

Subd. 3. Pay: Employees will have no loss of pay as a result of jury duty if the provision of Subd. 1 and Subd. 2 of this Section are met. Failure to do so will result in full loss of pay.

Section 10. Eligibility for Leaves and Absences: Only employees who are employed on a full-time basis forty (40) hours per week are eligible for leave and absence benefits.

ARTICLE VIII DURATION

Section 1. Terms: These terms and conditions of employment will remain in full force and effect for a period commencing on July 1, 2016, through June 30, 2018.

Section 2. Effect: These terms and conditions of employment constitute the full and complete terms and conditions of employment. The provisions herein relating to terms and conditions of employment, supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability: The provisions of these terms and conditions of employment will be severable, and if any provision therefore or the application of any such provision under any circumstances is held invalid, it will not affect any other provisions of these terms and conditions of employment or the application of any provision thereof.