

Definitions and Benefits Document  
Professional and Technical Personnel  
Effective: July 1, 2022 through June 30, 2024

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## Acknowledgment

The purpose of this Definitions and Benefits Document is to highlight information that will be useful and helpful to you. In this document you will find information pertaining to compensation, benefits and programs with which you should be familiar. This Definitions and Benefits Document is meant strictly for information purposes regarding the Professional and Technical Personnel at-will employment with the District. Nothing in this Definitions and Benefits Document creates, or is intended to create, a promise or representation of continued employment for any employee or an implied or express employment contract.

## ARTICLE I DEFINITIONS

**Section 1. District or School District:** For purposes of administering this document, the word/term "District/School District" shall mean the School Board or its designated agents.

**Section 2. Eligible Employees:** The persons holding the following positions are subject to the terms of this document (herein referred to as employees):

A&I Lead Specialist  
Accountant  
Alc Specialist  
Assistant Director Of Nutrition Services  
Attendance Behavior Interventionist  
Auditorium Specialist  
College And Career Resource Specialist  
Cultural Assistant Specialist  
Digital And Marketing Specialist  
Early Childhood Specialist  
Facilities Maintenance Supervisor  
Facilities Supervisor  
Human Resources Benefits Specialist  
Human Resources Specialist- Hourly Staff  
Human Resources Specialist -Salaried Staff  
Ice Arena Specialist  
Information Systems Specialist  
Intercultural Specialist-School Year  
Intercultural Specialist-Year Around  
Marketing And Communications Specialist  
Operations And Facilities Specialist  
Out Of School Time Supervisor-School Year  
Outreach Specialist  
Payroll Specialist  
Software App Support Specialist

Special Education Accountant  
Specialist - Pre-K - Adult  
Specialist - School Age Care  
Sr Accountant  
Sr Tech Support Specialist  
Student Accounting Specialist  
Systems Specialist  
Technology Support Specialist S/Y  
Technology Support Specialist Y/R  
Transportation Specialist  
Transportation Specialist II

**Section 3. Full-Time Employees:**

- a. Employees holding the positions identified in Section 2 above shall be considered full time for insurance and professional development benefits if they regularly work 30 or more hours per week or at least 1560 hours per year.
- b. If an employee meets the eligibility requirements listed in a. above, but works less than fifty-two (52) weeks per year, he/she shall earn vacation, holidays, and sick leave as determined by the District and outlined in this document.

**Section 4. Part-Time Employees:** For the purpose of benefits, an employee is considered part-time if he/she works in a regular part-time position less than thirty (30) hours per week. This employee shall earn vacation, holidays, and sick leave on a pro-rata basis as the requirements of each are met.

**Section 5. Anniversary Date:** For the purpose of determining years of service, employee anniversary dates shall be calculated as follows: employees hired prior to January 1 shall use the preceding July 1 as their anniversary date, and employees hired on or after January 1 shall use the succeeding July 1 as their anniversary date.

**Section 6. “Terms and Conditions of Employment”:** The term “terms and conditions of employment” mean the hours of employment, the compensation therefore, including fringe benefits and the District’s personnel policies affecting the working conditions of the employees.

The definitions and benefits shall remain in full force and effect for the two year period (2022-23 and 2023-24). Except for individuals with statutory continuing contract rights under M.S. 122A.40, the employment of all individual eligible employees is considered to be at-will. Therefore, any individual eligible employee identified in Article 1, Section 2, or the School District, may terminate an individual employee’s employment at any time and for any reason during the two year period identified in Article 1, Section 2.

Most Professional and Technical positions are considered to be salaried, “exempt” positions as defined by the Public Employment Labor Relations Act (P.E.L.R.A.). An employee will be notified by the Human Resources Department if his/her position is an exempt or non-exempt position.

**Section 7. Other Terms:** Other terms not specifically defined in this document shall have the meaning given them under the P.E.L.R.A.

**Section 8. Prior Documents:** Any and all prior Documents, definitions, resolutions, practices, policies, rules, and regulations regarding benefits and or “terms and conditions of employment”, to the extent inconsistent with the provisions described in this document, are hereby suspended.

## **ARTICLE II SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:** The employees recognize that the School Board is responsible for inherent managerial policy, which includes, but is not limited to such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 2. School Board Responsibilities:** The employees recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the District.

**Section 3. Effect of Rules, Regulations, Directives, and Orders:** The employees recognize that they shall perform the duties prescribed by the District and shall be subject to School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. Any provisions found to be in violation of any such rules, regulations, directives, or orders shall be null and void and without force and effect.

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

## **ARTICLE III EMPLOYEE’S DUTIES AND RESPONSIBILITIES**

**Section 1. Basic Duties:** The employee shall perform all services as directed by the District and observe all policies, rules and regulations established by the District.

**Section 2. Terms of Service:** The terms of service are a determination by the District of the hours, days, and weeks of service based on assignment of duties and responsibilities. Hours of the day and days of the week that employees are to work shall be scheduled by the employee’s immediate supervisor, subject to the approval of the Director of Human Resources. The work year, unless otherwise determined by the School District, shall be fifty-two (52) weeks.

**ARTICLE IV  
HOLIDAYS, VACATION AND FLEXIBLE WORK DAY**

**Section 1. Holidays.** Eligible employees shall earn holiday pay according to following schedule which is based on the employee's number of scheduled work days:

Holiday	173-185 Work Days	186-200 Work Days	201-220 Work Days	221-239 Work Days	240+ Work Days
July 4				x	x
Labor Day	x	x	x	x	x
Thanksgiving Day	x	x	x	x	x
Day after Thanksgiving	x	x	x	x	x
Christmas Eve Day	x	x	x	x	x
Christmas Day	x	x	x	x	x
New Year's Eve Day	x	x	x	x	x
New Year's Day	x	x	x	x	x
*Martin Luther King Day or President's Day			x	x	
*Martin Luther King Day					x
*President's Day					x
*Late Spring Break	x	x	x	x	x
Memorial Day	x	x	x	x	x
Total	9	9	10	11	12

\*These days are scheduled holidays for employees (per the schedule above) only if scheduled as a school holiday. A school holiday is defined as a day with no students and no teachers. If any of these days are not scheduled as a school holiday and the employee is required to work, the employee may earn one (1) or more floating holidays (i.e. employees scheduled to work 173-185 days or 186-200 days who are required to work on Late Spring Break would receive one (1) floating holiday. Employees scheduled to work 201-220 days who are required to work on Martin Luther King Day and President's day would receive one (1) floating holiday and would receive one (1) floating holiday if required to work on Late Spring break. Employees scheduled to work 221-239 days who are required to work on Martin Luther King Day and President's day would receive one (1) floating holiday and would receive one (1) floating holiday if required to work on Late Spring break. Employees scheduled to work 240+days who are required to work on Martin Luther King Day, President's day, or Late Spring Break would receive a floating holiday for each day worked. The scheduling of a floating holiday is subject to mutual agreement between the employee and his/her supervisor).

Should a designated holiday fall on a "non-working day", such as a Saturday or Sunday, the District will designate another date in lieu of the weekend holiday. Generally this date will be a week day immediately preceding or following the weekend holiday.

Should a holiday be scheduled as a make-up student day due to an Emergency/Weather closing (Article VI, Section 4) employees will perform their regular assignment without additional compensation and/or earning an additional floating holiday.

**Section 2. Vacation:** The District encourages employees to use vacation in the year it is accrued. Employees may request approval for use of vacation in one (1) hour increments through the District leave system.

**Subd. 1. Vacation Accrual:** Unless otherwise specified the employee shall accrue vacation according to the following schedule: Number of vacation days earned will be converted to hours (8 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours)

Years of Service	173-185 Work Days	186-200 Work Days	201-220 Work Days	221-239 Work Days	240+ Work Days
Beginning Years 1-3	2 days	3 days	4 days	6 days	15 days
Beginning Years 4-8	3 days	4 days	5 days	7 days	20 days
Beginning Years 9+	5 days	6 days	8 days	10 days	25 days

**Subd. 2. Anniversary Date:** Vacation anniversary date for the District shall be as of July 1 each year. Employees shall be credited for the applicable vacation according to the schedule above on July 1. (reference ARTICLE I, Section 5 for anniversary language).

**Subd. 3. Vacation Carry-Over:** Vacation that an employee accrues during a July 1 to June 30 contract year may be taken either during the contact year in which it is earned or up to July 30 of the next contract year. An employee may carry no more than one (1) year's vacation accrual into a new fiscal year (i.e. an employee who earns 10 days of vacation each year may have no more than 20 accrued days of vacation on July 31 of a contract year).

**Subd. 4. Use:** In the year of an employee's resignation or retirement from the District, he/she may use days earned on a pro-rata basis. If an employee should use more vacation than he/she has earned on a pro-rata basis, and the employee leaves the District for any reason, an adjustment will be made to his/her final payroll check.

**Section 3. Flexible Work Day:** Professional Technical Personnel (those who are scheduled to work 52 weeks) shall be provided up to a minimum of six (6) flexible work days (i.e. work from home) each year, with prior approval from the Superintendent/designee. Professional Technical Personnel (those who are scheduled to work less than 52 weeks) shall be provided up to a minimum of up to four (4) flexible work days (i.e. work from home) each year with prior approval from the Superintendent/designee. Professional Technical Personnel shall submit requests for flexible work days through the District's leave system. In extenuating circumstances (i.e. snow day) the Professional Technical Personnel member may submit his/her request for the flexible work day on the day of such extenuating circumstance.



**ARTICLE V  
INSURANCE AND OTHER BENEFITS**

**Section 1. Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the District.

**Section 2. Insurance Benefits:** For 2022-2023 the amount of \$683.33 per month (\$8,200.00 annually) will be available for eligible employees to distribute as they designate among benefits (health insurance, dental insurance, vision insurance, supplemental life insurance, accidental death or dismemberment insurance, long-term disability insurance, flex) or cash. Employees eligible for benefits must enroll in at least single health coverage.

For 2023-2024 the amount of \$700.00 per month (\$8,400.00 annually) will be available for eligible employees to distribute as they designate among benefits (health insurance, dental insurance, supplemental life insurance, accidental death or dismemberment insurance, long-term disability insurance, flex) or cash. Employees eligible for benefits must enroll in at least single health coverage.

When an employee and his/her spouse are both employees in the district, they may pool their District insurance contributions with the following stipulations:

- a) both employees must participate in the district health insurance plan, if qualified, and maintain two (2) single, a single plus 1 or family plan.
- b) any balance remaining shall be applied toward benefits (health insurance, dental insurance, supplemental life insurance, accidental death or dismemberment insurance, long term disability insurance, flex) or cash.

**Section 3. Long-Term Disability Insurance:** The District shall provide a long-term disability insurance program for full time employees. The premium shall be paid by the District. The LTD policy will be at 66.66% of the employee's monthly salary and the waiting period is 60 calendar days.

**Section 4. Life Insurance:** Unless otherwise specified the School District shall provide for each full time employee a group life insurance policy. Each full-time employee will have the option to elect an amount of \$50,000 or \$150,000. The principal sum benefit for any employees age seventy-five (75) and over shall be the amount specified by the policy and may be lower than the amount specified in this section. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier.

**Section 5. Duration of Insurance Contribution:** An employee is eligible for contributions as provided in this article as long as the employee is employed by the District. Upon termination of employment, all participation and contribution shall cease.

**Section 6. Claims Against the School District:** 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. The District’s only obligation is to purchase an insurance policy and pay such amounts as agreed to in this article, and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

**Section 7. Flex Benefit Plan:** All employees will have access to a flex benefit plan addressing insurance, medical, and child care benefits.

**Section 8. Health Savings Account (HSA):** If eligible, employees enrolled in the High Deductible Health Plan will have access to a HSA. See Benefit Summary for details.

**Section 9: Professional Association Dues:** Unless otherwise specified, the District shall pay the annual membership dues for one related professional association for each employee.

**Section 10. Professional Development Fund:** A professional development fund of \$250 per fiscal year (July 1-June 30) shall be provided for each employee. An employee may carry over his/her professional development fund into the next fiscal year, but the amount of “carry over” is limited to the annual benefit (\$250). Professional development funds may be used for the following with the approval of the employee’s supervisor.

- a. Conventions, seminars and workshops related to the employee’s position (Federal per diem guidelines shall apply).
- b. Tuition and materials for training or college courses related to the employees position and/or advancement.
- c. Dues for membership in professional organizations related to the employee’s position.

## ARTICLE VI LEAVES OF ABSENCE

### **Section 1. Sick Leave:**

Subd. 1 Earned Sick Leave: Eligible employees shall earn sick leave according to the schedule below which is based on the employee’s number of scheduled work days:

	173-185 Work Days	186-200 Work Days	201-220 Work Days	221-239 Work Days	240+ Work Days
Number of Sick Days Will be converted to hours per the employee’s work day	9	9	10	11	12

Part-time employees shall be credited with a pro-rata number of sick leave days/hours. However, if an employee leaves the District without having earned, on a pro-rated basis, the number of sick leave days the employee has used, the District shall reduce the employee’s final pay check for any unearned, used sick leave days.

**Subd. 2. Accumulation:** Unused sick leave days or pro-rata days may accumulate to a maximum credit of one hundred and eighty (180) days (1440 hours) of sick leave per employee. The yearly allowance shall be in addition to the total accumulation of the available days as defined by this subdivision.

**Subd. 3. Use:** Sick leave shall be allowed by the District when an employee's absence is found to have been due to illness which prevented his/her performance of duties on that day or days. Medical and dental appointments should be scheduled outside of the workday whenever possible. Employees may request approval for use of sick leave in one (1) hour increments through the District leave system.

**Subd. 4. Approval:** Sick leave pay shall be approved only upon submission of such request through the District's leave approval system.

**Subd. 5. Medical Certificate:** In an absence of personal illness of three or more consecutive working days, the District may require an employee to furnish a medical certificate from the attending physician as evidence of illness and/or disability, indicating such absence was due to illness, in order to qualify for sick leave pay. The District may require an employee, who has taken sick leave for his/her own illness and/or disability, to furnish a fitness for duty certificate prior to the employee's return to work. In the event that a medical certificate and/or fitness for duty certificate will be required, the employee will be so advised.

**Subd. 6. Use; .** An employee may use personal sick leave up to the amount accumulated for serious illness of the employee, or the employee's spouse or child. An employee may also use sick leave not to exceed five (5) days (40 hours) per year for serious illness involving the employee's parent, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, spouse's parent, or person residing in the employee's household. In extenuating circumstances, an employee may make an additional request for use of sick leave and/or an extension to the five (5) day limit to the Superintendent/designee. An employee may also use sick leave in accordance with Minn. Stat. 181.9413 (2018) as amended (see district website, Human Resources, for a complete description of sick leave).

**Subd. 7. Childbirth/Adoption:** An employee giving birth shall be able to use Accumulated Sick leave for the employee's duty days during the six to eight continuous calendar weeks (doctor's normal prescribed time period of disability due to childbirth) following the delivery of the child. An employee adopting a child may use up to six (6) continuous calendar weeks/30 continuous days of accumulated sick leave following the adoption of a child. Non-duty days, such as breaks, holidays, summer and weekends are included in the determination of the six to eight continuous calendar weeks. Accumulated Sick Leave may not be used on non-duty days.

Up to ten consecutive accumulated sick leave days may be granted to an employee whose spouse gives birth immediately following the birth of the child and to the adoptive parent following the adoption of the child. Non-duty days such as breaks, holidays and summer will be considered in the determination of the

number of accumulated sick leave days granted for reasons of childbirth or adoption.

**Subd. 8. Extended Leave of Absence:** When sick leave has been exhausted, the Superintendent shall be authorized by the order of the School Board to grant an extended leave of absence without pay.

**Subd. 9. Termination:** Upon termination of an employee's employment for any reason, all sick leaves, current or cumulative, shall be immediately and automatically canceled unless the employee qualifies for payment of unused sick leave per any other article in this document.

**Subd.10. Sick Leave Turn In:** Eligible employees (employees regularly employed for thirty (30) hours or more per week in a regularly scheduled position), at the time of open enrollment, will be able to turn in up to five (5) sick days at his/her daily rate of pay to distribute among benefits (health insurance, dental insurance, supplemental life insurance, accidental death or dismemberment insurance, long term disability insurance, flex) or cash. An employee who has thirty (30) days of accumulated sick leave may turn in up to three (3) future days of sick leave. An employee who has sixty (60) days of accumulated sick leave may turn in up to five (5) future days. An employee who has ninety (90) days of accumulated sick leave may turn in up to seven (7) future days.

**Subd. 11. Donation of Sick and/or Vacation Day(s) to Another Employee:**

Any employee covered by the terms of this Document may contribute a total of four (4) days per fiscal year (July 1-June 30) of their accumulated sick leave, or vacation, or personal time off days to another employee (up to two (2) days may be donated to the same employee) for the following reasons:

- a. The employee receiving the donation is being placed on long-term disability (LTD) and has insufficient sick leave, vacation days, and/or personal time off days to meet the LTD waiting period without loss of income. Only the minimum number of days necessary to meet the terms of the waiting period after the recipient has used his/her accumulated sick leave days may be donated; or
- b. The employee receiving the donation has experienced a catastrophic circumstance, as determined by the Superintendent/designee, that resulted in a zero (0) balance of the employee's sick leave, vacation days, and/or personal time off days.

Guidelines to request a donation of a day and/or how to donate a day to another employee may be requested through the District 112 Human Resource Department.

## **Section 2. Bereavement Leave:**

**Subd. 1. Use:** All full-time employees may be granted, with administrative approval, up to five (5) bereavement days (40 hours), non-accumulative, for absence due to a death. Use of these days does not result in a deduction from sick leave. Employees may request approval for use of bereavement leave in one (1) hour increments through the District leave system.

**Subd. 2. Pro-rata:** Part-time employees shall have available bereavement leave on a pro-rata basis.

**Subd. 3. Additional Time:** Should additional time away from work be needed as the result of a death, vacation and/or sick leave time may be used by the employee to meet that need. Should additional time away from work be needed as the result of a death the employee should notify (in writing) the Director of Human Resources.

## **Section 3. Child Care/Adoption Leave:**

**Subd. 1. Use:** Child care/adoption leave of absences shall be available to employees for a period of time, not to exceed twelve (12) calendar months, for the purpose of caring for a newborn infant or adopted child for whom the applicant has the legal responsibility for the care and support of said child. Such leave may be taken subsequent to the birth of the employee's child, or in the case of adoption, when the child is physically turned over to the employee-parent.

**Subd. 2. Notification/Request:** An employee making a request for child care/adoption leave shall inform the Human Resources department, in writing, of the intention to take the leave at least three (3) calendar months before commencement of the intended leave. An employee will also provide at the time of the leave application; in the case of childbirth, a statement from the physician indicating the expected date of birth and when the employee will no longer be disabled from working due to childbirth; or in the case of adoption, a statement from the agency of the estimated date when the child will be turned over to the employee parent. The request for the childcare/adoption leave shall include the estimated commencement date and return date. The estimated commencement date shall be the physician's projected date the employee will no longer be disabled from his/her position due to childbirth or pregnancy related disability, or in the case of adoption, the agency estimated date when the child will be turned over to the employee parent.

**Subd. 3. Use of Sick Leave:** An employee may utilize sick leave pursuant to the sick leave provisions of the document for a child care/adoption leave.

**Subd. 4. Granting of Leave/Duration:** If an employee complies with the provisions of this Section, a child care/adoption leave will be granted by the District. The District will notify the employee, in writing, within thirty (30) days of School Board action. In making a determination concerning the commencement and duration of a child care/adoption leave, the District shall not, in any event, be required to:

- a. grant any leave more than twelve (12) months in duration.

- b. permit the employee to return to employment prior to the date designated in the request

**Subd. 5. Reinstatement:** An employee returning from child care leave will be returned to his/her previous assignment if available. If not available, the employee shall return to an assignment for which he/she is otherwise qualified.

**Subd. 6. Experience Credit:** An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement as of the beginning of the leave. The employee shall not accrue additional experience credit for leave time during the period of absence for child care leave.

**Subd. 7. Insurance Participation:** An employee on child care leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an unpaid/child care leave, long term disability insurance coverage is not available

**Subd. 8. Pay:** A child care leave of absence granted under this section shall be a leave without pay.

#### **Section 4. General Leave:**

**Subd. 1. Eligibility:** Employees with a minimum of three (3) years of experience in the District may apply for an unpaid leave of absence subject to the provisions of this section. The granting to such leave shall be at the discretion of the District.

**Subd. 2. Conditions of Leave:** A general leave may be granted by the School Board for study germane to the employee's assignment, extended illness of the employee's family, civic duties, or for other reasons deemed appropriate by the School District.

#### **Subd. 3. Benefits While on General Leave:**

- a) An employee is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage

available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an unpaid/child care leave, long term disability insurance coverage is not available.

- b) An employee on general leave shall retain such amount of sick leave days and other accrued benefits which he/she had accrued, if any, at the time he/she went on general leave for use upon his/her return. No additional sick leave, vacation, or bereavement shall accrue for the period of time that a member is on general leave.

**Subd. 4. Returning from General Leave:** Upon completion of a general leave, the employee shall return to an equivalent position in the District unless discharged or the position held prior to leave is eliminated.

**Section 5. Leave Extensions for General and Childcare/Adoption Leave:** Employees on general or childcare/adoption leave shall notify the Director of Human Resources by mail of their intention to request a leave extension according to the following schedule:

- a) By February 1 when the return of said yearlong leave was intended to coincide with the opening of school.
- b) In the case of partial year leaves, at least sixty (60) days prior to the scheduled return date.

Applications for extensions will be acted upon no later than March 1 as per conditions listed in a) above, or no later than thirty (30) calendar days prior to the specified return date, as per conditions listed in b) above.

Employees will be notified of the status of their extension application by mail. Should the extension be denied, the employee is expected to return on the date arranged at the time of the leave approval.

**Section 6. Family and Medical Leave (FMLA):** FMLA shall be granted pursuant to applicable law.

**Section 7. Workers' Compensation:**

**Subd. 1. Compensable Injury:** When an employee is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act incurred while in the employ of the School District, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular

rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

**Subd. 2. Deduction:** A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the portion of days of sick leave or vacation time which is used to supplement workers' compensation.

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

**Subd. 4. Additional Compensation:** In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the compensation of the employee.

**Subd. 5. Sick Leave Benefit:** An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who receives sick leave or vacation pay pursuant to this policy shall submit his/her Workers' Compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence, pursuant to Section 5, Subd. 1-4.

**Subd. 6. Other Employment:** An employee of the District shall not be entitled to sick pay benefits under this Section if he/she is injured while in the employment of another employer nor shall there be any accrual of such during the period of convalescence from that injury.

**Section 8. Jury Duty:** An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to fulfill this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District, less the mileage per diem and other expenses as regulated by state guidelines. To qualify for this payment, an employee must return to his/her regular duties on being dismissed from jury duty.

**Section 9. Military Leave:** Military leave shall be granted pursuant to applicable law.

**Section 10. Religious Leave:** Employees shall be granted one (1) day of religious leave per year with no loss of pay upon verification to the Director of Human Resources that the purpose of the religious leave is a traditionally required religious observance of their particular faith and/or creed. Additional leave with pay may be granted by the Director of Human Resources.

## **ARTICLE VII RETIREMENT/SEVERANCE**

### **Section 1. Eligibility for Severance Pay:**

**Subd. 1. Eligibility:** Full-time employees, who have worked in the District for at least ten (10) years, and were employed as a Professional and Technical employee in the School District on or prior to July 1, 1998, shall be eligible for severance pay pursuant to the provision of this section upon submission of a written resignation accepted by the School Board. Professional and Technical



employees who began service in the District after July 1, 1998 or joined the group for definition of benefits after July 1, 1998, are not eligible for severance pay pursuant to this section. These employees are eligible for the Deferred Compensation plan as presented in ARTICLE VIII below.

**Subd. 2. Application:** This section shall apply only to employees whose service has been full time, as defined by this Agreement.

**Subd. 3. Accumulation:** Eligible employees shall accumulate up to five (5) days (40 hours) of sick leave for each full year of employment in the District up to a maximum of one hundred and twenty-two (122) days (976 hours).

**Subd. 4. Rate of Pay:** In applying these provisions, the daily rate of pay for an eligible employee shall be the employee's basic daily rate and longevity at the time of resignation as per the employment Agreement with District 112.

**Section 2. Method of Payment for Severance:** Compensation for severance shall be paid by the District in the following manner. 100% shall be paid in the employee's name to the District's designated Health Care Savings Plan (HCSP). Payments shall be paid by the District in equal installments over a period of time not to exceed twenty-four (24) months. Payments shall be made of 1/3 by June 30 of the year of retirement, 1/3 on the following January 1<sup>st</sup> and the final 1/3 on the next January 1<sup>st</sup>. 0% shall be paid in the employee's name to a 403b plan. 0% shall be paid in cash. Payments shall be paid by the District in equal installments over a period of time not to exceed twenty-four (24) months. Payments shall be made of 1/3 by June 30 of the year of retirement, 1/3 on the following January 1<sup>st</sup> and the final 1/3 on the next January 1<sup>st</sup>. If the employee dies with a portion of his/her compensation for unused sick leave unpaid, the full balance then due shall be paid, via the manner established (i.e. HCSP), to the employee's named beneficiary, if any, otherwise to the employee's estate.

**Section 3. Terminated Employment:** Severance pay shall not be granted to an employee who is terminated for cause.

**Section 4. Compensation For Unused Sick Leave Upon Leaving The District:** All employees shall receive their daily rate of pay for unused sick days accumulated after the first sixty (60) days (480 hours), up to forty-five (45) additional days (360 hours), which shall be paid upon retirement or leaving the District for any reason other than dismissal for cause. The employee's daily rate of pay will be calculated by dividing the base salary (yearly salary and longevity) by 260 days. Payment for unused sick leave shall be at the time of retirement or upon leaving the District in the following manner. 100% shall be paid in the employee's name to the district designated Health Care Savings Plan (HCSP). 0% shall be paid in the employee's name to a 403b plan. 0% shall be paid to the employee in cash.

A Professional and Technical employee eligible for severance pay in ARTICLE VII, Section 1, may use the same accumulated unused sick leave days in determining both his/her severance pay and compensation for unused sick leave upon leaving the District.

**Section 5. Eligibility to Participate in District Group Insurance Plans at Retirement:** An employee who, at the time of retirement, is eligible for and participates in the District's group insurance plans, may continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life

insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the retirement (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon the failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for a retiree, long term disability insurance coverage is not available.

**ARTICLE VIII  
DEFERRED COMPENSATION PROGRAM**

**Section 1. Deferred Compensation Program:** All employees may participate in the Deferred Compensation program through the School Board approved investment providers.

**Section 2. Deferred Compensation-District Matching Program:** Each benefit eligible employee is eligible for a District match according to the following schedule:

Anniversary date for the District shall be as of July 1 each year. Employees shall be credited for the applicable Deferred Compensation according to the schedule below on July 1. (reference ARTICLE I, Section 5 for anniversary language).

<u>Years of Service</u>	<u>Maximum Annual District Match</u>	
	2022-23	2023-24
Beginning 3 – 10 years of District service	up to \$1,495	up to \$1,495
Beginning 11 years of District service	up to \$2,245	up to \$2,245

- a. In the event an employee is eligible for severance payment pursuant to any other article of this document, any School District contribution made pursuant to this article shall be deducted from such severance payment at the time of the employee’s retirement.
- b. Eligible employees must notify the payroll office, in writing, of his/her intention to participate in the District’s matching program and the amount of the employee’s contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the payroll office in writing of any change. Eligible employees may elect to participate in the District’s matching program at the time of open enrollment (for the following contract year) or at any time during the eligible contract year.
- c. The provisions of this article are subject to all limitations relating to such plans as provided by law.

**ARTICLE IX  
COMPENSATION**

**Section 1. Individual Compensation:** Individual compensation is defined on the attached document.

**Section 2. Placement:** The Superintendent/designee has discretion to place employees relative to salary as they assume positions in the Professional and Technical group.

**Section 3. Longevity:** An employee who serves in District 112 is eligible for longevity compensation based on the scale below. Longevity compensation is pro-rated for those employees working less than 52 weeks.

Anniversary date for the District shall be as of July 1 each year. Employees shall be credited for the applicable longevity according to the schedule below on July 1. (reference ARTICLE I, Section 5 for anniversary language).

For 2022-23 and 2023-24

<u>Years of Service</u>	<u>Longevity Compensation</u>
Beginning year 1-4	no additional compensation
Beginning year 5-8	\$2,496 per year of Document
Beginning year 9-11	\$3,224 per year of Document
Beginning year 12-14	\$4,056 per year of Document
Beginning year 15+	\$4,906 per year of Document

## **ARTICLE X DISCIPLINE, REDUCTION IN FORCE, RESIGNATION**

**Section 1. Discipline as a Result of Employee Action:** Although employment is at-will, the District shall have the right to impose discipline on employees.

**Section 2. Reduction in Force/Realignment of Positions:**—In the event of reduction in force or realignment of positions the District will attempt to give employees as much notice as possible.

**Section 3. Termination:** When the District or an employee wishes to terminate employment, written notice stating the last day of employment shall be given to the other party.

## **ARTICLE XI MISCELLANEOUS**

**Section 1. Pay Dates:** Pay dates shall be on the fifteenth (15<sup>th</sup>) and the last day of each month.

**Section 2. Direct Deposit:** All employees shall be paid through direct deposit.

**Section 3. Per Diem and Mileage Allowance:** The District shall reimburse an employee for eligible per diem business and mileage expenses incurred as a result of performing job related responsibilities. Reimbursement shall be consistent with School Board Policy.

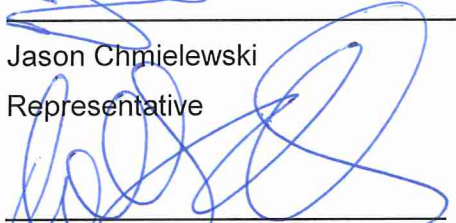
The parties have approved this document as to form only.

For: Professional Technical Personnel

For: Independent School District 112



Jason Chmielewski  
Representative



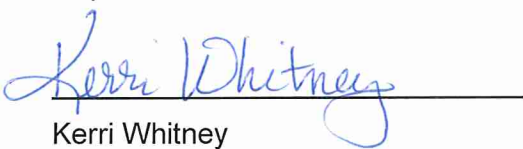
Rob Hagerstrom  
Representative



Maria Johnson  
Representative



Maggie Rasmussen  
Representative



Kerri Whitney  
Representative



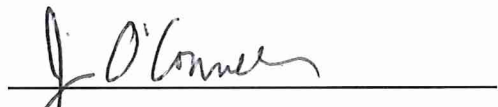
Lisa Anderson  
Board Chair



Jenny Stone  
Board Vice Chair/Clerk



Lisa Sayles-Adams  
Superintendent



Jim O'Connell  
Director of Administrative Services

School Board Action/Date Approved: June 27, 2022

**Appendix A**

**\*Appendix for Severance Qualification: Employees Who Qualify for Severance:**

Quaas, Donna \*

September 14, 1992

**Appendix B  
Memorandum of Understanding  
Additional Compensation (Lump Sum Payments)**

The District and the Professional Technical Employees agree that two lump sum payments will be paid to employees in the following manner:

<p>When will the first lump sum payment be paid?</p>	<p>Year-round employees: The first lump sum payment will be paid within three pay periods from when the school board approves the contract (Example, contract is approved on June 27, 2022, bonus will be paid in July of 2022).</p> <p>School Year Employees: The first lump sum payment will be paid for school year employees (work assignment August/September through June) will be paid in September, 2022.</p>
<p>Who receives the first lump sum payment?</p>	<p>Current/Active year-round employees who begin work prior to July 2, 2022 will receive up to \$750.</p> <p>Current/Active school year employees who begin work prior to September 7, 2022 will receive up to \$750.</p> <p>If an employee is benefit eligible, they will receive the full \$750.</p> <p>Employees not benefit eligible will receive a prorated amount of the \$750 based on their assigned hours per day compared to benefit eligibility.</p>

<p>When will the second lump sum payment be paid?</p>	<p>Year-round employees: The second lump sum payment will be paid in July, 2023.</p> <p>School Year Employees: The second lump sum payment will be paid for school year employees (work assignment August/September through June) will be paid in September, 2023.</p>
<p>Who receives the second lump sum payment?</p>	<p>Current/Active year-round employees who begin work prior to July 2, 2023 will receive up to \$750.</p> <p>Current/Active school year employees who begin work prior to September 6, 2023 will receive up to \$750.</p> <p>If an employee is benefit eligible, they will receive the full \$750.</p> <p>Employees not benefit eligible will receive a prorated amount of the \$750 based on their assigned hours per day compared to benefit eligibility.</p>

School Board Action/Date Approved: June 27, 2022

**Appendix C**  
**Memorandum of Understanding**

The District and the Professional Technical Employees agree to:

If there is a Special Session called for the Minnesota State Legislature prior to December 31, 2022; and

Eastern Carver County Schools receives at least \$3 million of new, unrestricted revenue for the general fund in FY 2023 as a result of legislation that is passed during that special session and before the start of the 2023 Minnesota Legislative Session; then

1. The District will increase the current 4.55% (MSBA) 2 year total compensation package in the negotiated contract (July 1, 2022 through June 30, 2024) to a 5.00% (MSBA) 2 year total compensation package.
2. The increase will be equally distributed between both years of the package (FY2023 and FY2024).

School Board Action/Date Approved: June 27, 2022