AGREEMENT

between

ROSEVILLE INDEPENDENT SCHOOL DISTRICT NO. 623

and the

Paraprofessionals and Media Technology Group

AFSCME COUNCIL NO. 5

Local No. 1129

2026-2027
2027-2028

Covering Terms and Conditions of Employment
for Paraprofessionals and Media Technology Group
July 1, 2026 through June 30, 2028

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ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between The School Board of Independent School District No. 623, Roseville, Minnesota (hereinafter referred to as the employer) and AFSCME Council 5 Local 1129 (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for instructional, technical and supervisory employees during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. the school district recognizes AFSCME Council 5, Local 1129 as the Exclusive Representative of Paraprofessionals and Media Technology Group staff employed by school district, which Exclusive Representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the employees of the district as defined in this Agreement as defined in the appropriate unit certified by the Bureau of Mediation Services in Case No. 90-PCE-3252:

All Paraprofessionals and Media Technology Group staff employed by Independent School District No. 623, Roseville, Minnesota, who are employed for more than 14 hours per week, and for more than 67 work days per year, excluding supervisory, confidential, and all other employees.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" shall have that meaning as described in P.E.L.R.A.

Section 2. School District: For purposes of administering this Agreement, the term "school district" shall mean the school board or its designated representative.

Section 3. 12 Month Employee: A 12-month employee is defined as an employee who works 12 months per year, a minimum of 20 hours per week in the Paraprofessional and Media Technology Group.

Section 4. Full-Time Employee: Any employee who works at least 30 hours per week in the Paraprofessional and Media Technology Group unit.

Section 5. Regular Part-Time Employee: Any employee who works at least 14 hours per week and fewer than 30 hours per week in the Paraprofessional and Media Technology Group.

Section 6. Eligible Employee: Persons who work at least six hours per day/30 hours per week for the school district.

Section 7. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 8. Place of Duty: Employees shall not be away from their places of duty during the regular prescribed hours except by special permission in cases of emergency or by definite arrangement with the supervising administrator, the Superintendent, or the Superintendent's designated agent.

Section 9. Work Day: The working hours in the school shall be set by the supervising administrator. All employees working six hours or more shall be granted an unpaid duty free lunch period of 35 minutes. There shall be one paid 15 minute rest break during the work day. Breaks and lunch must be duty-free unless mutually agreed upon by the employee and their administrator, at which the employee would receive their hourly rate at a pro-rata basis if their break is not duty-free. Employees working fewer than six hours shall receive one 35 minute unpaid duty free lunch period and one 15 minute unpaid rest break.

Section 10. Duty Days: The school district shall establish the calendar and employees' duty days for each school year, and the employees shall perform services on such days as determined by the school district, including those legal holidays on which the school district is authorized to conduct school, and pursuant to such authority as determined to conduct school.

Section 11. New hire: Anyone completely new to the district or anyone who returns to the district after being gone for 3 consecutive years.

Section 12. Rehire: An employee hired within three consecutive years of resignation/retirement AND from clerical to paraprofessional contract or vice versa will be placed at the same/similar pay rate.

ARTICLE IV

SALARIES/COMPENSATION

Section 1. Compensation:

Subd. 1. Salary Schedule: The hourly salary schedule appears in Appendix A of this Contract.

Subd. 2. Step Advancement: An employee shall receive a salary improvement for each of the two years of this Agreement according to salary schedule in Appendix A.

Subd. 3. Establishing New Employees Salaries: New hires with no experience will be placed on step 1. New hires with 2 to 3 years of experience will be placed on step 2. New hires with 3 or more years of experience will be placed on step 3. A new employee hired after January 1 shall not receive an annual adjustment on the subsequent July 1.

Subd. 4. Successor Agreement: In the event a successor Agreement has not been executed at the time of the expiration of this Agreement, an employee shall be compensated at the status quo rate and step until such time a new Agreement is executed, which Agreement shall govern the employee's rate and step advancement.

Subd. 5. Eligibility for Premium Pay: Must be assigned to work as a Special Education Paraprofessional: Note: The district shall have the sole discretion to determine whether a Paraprofessional is placed in such an assignment.

The Special Education Paraprofessional shall have satisfactorily completed specific training or education prescribed or approved by the Director of Student Services. The Director shall have sole discretion to evaluate skills and training acquired by the Special Education Paraprofessional prior to the effective date of this provision, and to deem this requirement to have been fulfilled.

The Special Education Paraprofessional accepts responsibility, after consultation with the case manager, for assisting other Paraprofessionals in developing skills to work with students who have challenging needs.

Those non-special-education Paraprofessionals who perform limited activities related to special education duties would not qualify for the "premium pay".

A Paraprofessional who has satisfied the training and competency requirements and who is assigned to an occasional duty as a substitute for a Paraprofessional receiving premium rate will receive the premium pay (on time card) for the time he/she performs this substitute duty.

Persons receiving premium rate whose assignment changes to non-special-education Paraprofessional will no longer receive the special education premium rate.

If a Paraprofessional has several assignments during the work day, only those hours which are defined as special education duty will receive the premium rate.

Subd. 6. Position Movement/Transfers Between Classification: If someone moves from one contract to another in a job classification of an equal or greater paygrade, they would be placed at the next closest step equal to or greater than their current paygrade.

Section 2. Pay Days:

Subd 1. Salary shall be paid on the 15th and 30th or the duty day nearest the 15th and 30th. In the event that the 15th or 30th falls on a weekend or on a holiday, payday shall be on the preceding working day. There will be equal installments paid over the work year for each employee: i.e., no multiple pay off check in June.

Subd. 2. Hourly time sheets shall be turned in twice a month, on the 15th and the 30th. If time sheets are received on time, hourly employees will be paid on the 30th of the month for hours worked from the 31st of the preceding month through the 15th, and will be paid on the 15th of the month for hours worked from the 16th through the 30th of the preceding month.

Section 3. Overtime:

The district will pay for overtime worked during each payroll period. Overtime should be reported on a "payroll time sheet".

Subd. 1. All time in excess of 40 hours worked per week will be paid at time and one half.

Subd. 2. Approval must be obtained from the supervising administrator before overtime hours are worked.

Section 4. Out-of-Job Classification:

Subd. 1. If an employee is required to work in a higher level position, after 10 working days the employee shall be paid at the higher position's salary level and at the step consistent with the replacement's regular step but not to exceed Step 3. This payment shall be retroactive to the first day in that position, in accordance with the salary schedule found in Appendix A. For the purpose of this Section, an "out-of-class" assignment is one in

which an employee is required to perform the responsibilities of the incumbent's position as determined by the incumbent's job description.

Section 5. Job Reclassification: Jobs will be classified according to responsibility Classes. Employees shall be notified of their job classifications at the beginning of the employment year.

When substantial changes in position responsibility have occurred, a request for reclassification and a revised position write-up, which has been approved by the supervising administrator, shall be submitted to the Reclassification Review Committee for review and classification. The School District shall keep the Union informed as to the names of the members of the Committee.

ARTICLE V

PROBATION/PERFORMANCE EVALUATION/STAFF DEVELOPMENT

Section 1. Probationary Period: A new employee under the provisions of this Agreement shall serve a probationary period of one full working contract year of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. An employee hired prior to January 1, will receive a step increase the following year.

Section 2. Probationary Performance Evaluation: A probationary performance evaluation will be scheduled during the first year to determine if an employee has successfully completed the probationary period. Employees shall be given the opportunity to add their written comments if they so desire.

Section 3. Post-probationary Performance Evaluation: Regular employee/ supervisor communication is encouraged to give the employee direction toward continuous improvement of job performance. Employees that successfully complete their probationary period will receive summative performance evaluations at least once every five years, along with employee/supervisor communication to give the employee direction toward continuous improvement of job performance. Employees shall be given an opportunity to add their written comments.

Section 4. Probationary Period; Change of Classification: An employee transferred or promoted to a different classification shall serve a new probationary period of three calendar months in any such new classification. During this three month probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to the former classification.

ARTICLE VI

STAFF DEVELOPMENT

Section 1. Staff Development Program: Purpose: To encourage improvement of general and specific competencies related to the duties of a Paraprofessional or Media Technology Group employee. Implementation: Staff development will be encouraged in the following ways:

Subd. 1. Local workshops planned cooperatively by Paraprofessional and Media Technology Group, administrative, and other professional personnel.

Subd. 2. Attendance by representative Paraprofessional and Media Technology Group employees at national, state and local area conferences as authorized by the administration from funds identified for that purpose.

Subd. 3. Training On Equipment: Employees whose responsibilities include the physical management of students with disabilities and/or operation of equipment/software programs, the employee shall be trained on the employer's time and at the employer's expense.

Subd. 4. When district technology is upgraded, the district will provide training to bring Paraprofessionals and Media Technology Group employees up to standard, at employer's time and expense.

Subd. 5. If a supervisor requires attendance at a district provided training during non-duty hours, that time will be time-carded.

Subd. 6. When new techniques or procedures for students with disabilities emerge, adequate training and follow-up will be provided.

ARTICLE VII

DISCIPLINE

Section 1. The employer may discipline an employee only for just cause. Discipline, when administered, may be progressive, the specific level of discipline chosen is solely within the discretion of the school district. Circumstances surrounding each individual case will affect the level chosen. Normally the employer will utilize the levels for discipline in the order listed below.

1. Verbal Notification
2. Written Reprimand
3. Written Notice of Deficiency
4. Suspension
5. Termination

Section 2. An employee called in for a disciplinary conference shall be informed in writing of their right to have a union representative present.

Section 3. Prior to discharging an employee, the employer shall notify the employee and the union of the reason(s) for the discharge and the effective date thereon. The employee may request an opportunity to hear the evidence against him/her and to present her/his side of the story to the employer's representative. The employee is entitled to have the union representative at this meeting, if the employee requests such representation. The right to such meeting shall expire at the end of the next scheduled work day of the employee after notice of discharge is delivered to the employee, unless the employer and the employee agree otherwise. The discharge shall not become effective during the period when the meeting may occur.

Section 4. A copy of the written reprimand to an employee covered by this agreement may be forwarded to the union at the request of the employee.

Section 5. An employee, other than a probationary employee, may appeal a disciplinary matter through the contractual grievance procedure.

ARTICLE VIII

DUES CHECKOFF/UNION SECURITY

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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 and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

Section 3. Request for Dues Check-Off: The Exclusive Representative shall be allowed dues checkoff for its members, provided that dues checkoff and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues checkoff, pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization. Dues shall be deducted in equal installments on the 15th and 30th day of each month. The aggregate deductions for all employees shall be remitted, together with an itemized statement, to the Treasurer of the Local Union within 15 days of such deduction. Deductions shall not be made for less than 12-month employees for the months they are not employed by the school district.

Section 4. Information: District will provide a monthly (October – May) report to both the Union's AFSCME representative and the Union president. One additional report will also be provided just prior to the Back to School Workshop. Said report will be comprised of the names of those employees in the bargaining unit, along with title and location, mailing addresses on record, current hourly rates of pay, number of hours worked, and date hired. District will include sick leave bank hours in the monthly October-May reports and before back to school report to the union.

Section 5. Bulletin Boards: The employer shall provide reasonable bulletin space for use by the Union in each building for posting notices of Union business and activities.

Section 6. Union Stewards: The Union may designate certain employees from the bargaining unit to act as stewards and shall notify the Employer, in writing, when elected officials are chosen.

ARTICLE IX

JOB POSTINGS

Section 1. Vacancies: In the event a vacancy occurs within this unit the district will post the vacancy for a period of seven calendar days during the school year and 10 calendar days during the summer.

Subd. 1. The vacancy notice will be sent to the Union Field Representative, posted in each district building, and posted on the district's website.

Subd. 2. Employees desiring to transfer to a vacant position within the bargaining unit shall notify, in writing, the Director of Human Resources.

Subd. 3. All postings shall indicate the title, starting and ending date if appropriate, hours and location of the position and the person to whom application is made.

Section 2. Summer Openings: If a school year job opening occurs during the summer months when employees are not normally on duty, the district will notify the Union Field Representative and the employees in the following manner:

Subd. 1. The vacancy notice will be sent to the Union Field Representative, posted in each district building, and posted on the district's website. Employees interested in vacant and internal postings can view and apply for positions through the district website.

Section 3. Summer School: Posting for summer positions will be made available as jobs are identified. All summer school positions are posted on the district's website. Employees interested in vacant and internal postings can view and apply for positions through the district website. The best qualified candidate from all candidates shall be offered the job. Summer position postings will include the rate of pay of $18.00 per hour.

Section 4. Extended School Year (ESY): Summer position postings will include the rate of pay of $18.00 per hour. Special Education positions are eligible for an additional $2 per hour premium if the required District Special Education Training is or has been completed. Eligible Special Education Paraprofessionals in the center based programs (i.e. CID, EBD, and DCD) will receive an additional $1.00 per hour for assigned work as a Special Education Paraprofessional in a center based program.

ARTICLE X

REDUCTION IN STAFF

Section 1. Staff Reductions: Staff reductions, when necessary, will be made by the supervising administrator keeping in mind the best interests of the students, staff, and program.

Subd. 1. Supervising administrators will inform Human Resources of staffing needs each spring. Human Resources will consult with the Union Field Representative before final staffing decisions are made. Supervising administrators will then discuss the needs with their building staff and will notify affected employees prior to the end of the school year of any reduction in the employee's hours or the elimination of an employee's position. Human Resources upon receiving this information from the buildings will consolidate this information and notify the Union Field Representative.

Subd. 2. Definition of Seniority: Seniority for the purposes of this Agreement shall be based on continuous regular and probationary service with the employer, as determined by the employee's initial date of hire in the paraprofessional bargaining unit. Continuous service shall be interrupted only by separation because of resignation from district employment, termination for just cause, failure to return upon expiration from a leave of absence, failure to respond to a recall from layoff, or retirement. Paraprofessionals on leave will remain on the seniority list. Employees rehired after any of these interruptions of service shall acquire seniority from the most recent date of hire.

Subd. 3. Seniority Lists: The seniority lists will include each employee in the order of seniority, the employee's class, hours worked, the employee's date of hire in the paraprofessional bargaining unit, and the building they work in. There shall be three separate seniority lists: one for Paraprofessionals, Media Technology Group employees, and one for Spanish required positions at Dual Language Immersion sites. Language within Article X, Reduction in Staff, will apply

these lists. On or before November 15 of each year, seniority lists shall be posted by the employer on all employee bulletin boards and the employer shall forward two copies to the Union. The seniority list will include hours worked per day, for information purposes only. When two or more employees have the same seniority date, seniority shall be determined by (a) the earliest date of Board action of employment with the district, and (b) the length of experience in the class in which the tie is being broken.

Subd. 4. Criteria to be considered when determining staff reductions:

A. Impact on student needs
B. Programmatic needs
C. Funding
D. Length of employment on site and/or in district
E. Employees with fewer than four years of continuous experience in the district shall be considered for staff reductions before persons with four or more years of continuous service in the district. If employees over 4 years need to be reassigned to another building, it will be done by seniority.
F. Employees who have been employed for 1, 2, or 3 years will be offered positions held by probationary employees if their position is eliminated. Within a building, probationary employees will be laid off before any non-probationary employee.

Subd. 5. Employees in layoff shall be considered to automatically bid for all posted or new positions within their pay classification.

Subd. 6. Bumping shall mean the process by which a more senior employee whose position has been "reduced" may displace a less senior employee and claim the position within that seniority group. District wide bumping is by seniority rather than by school. A part time employee cannot displace a full time employee as defined in the contract.

Subd.7. Order of layoff: when the district effects a layoff in a seniority group, employees shall be laid off in inverse order of the employees seniority within a seniority group. The employee having the least level of seniority in a listed seniority group will be the first laid off.

Subd. 8. Employees who are affected by subdivision 2 and whose positions are eliminated will be placed in a recall pool. Recall list with a timeline, in seniority order, employees are called back before posted and offered a position within a 2 year timeline. Once a recall pool employee is re-hired or offered an equivalent position with equivalent hours (equal to or greater than previous assignment), then they will be removed from the recall list. At the time the employee refuses a position in the same seniority list at the previous number of hours, their rights under this section shall be terminated.

Subd. 9. Staff reduction decisions may be appealed in writing to the Superintendent or a designee:

Staff Reduction: In the event a Paraprofessional or Media Technology Group employee who is a member of the Paraprofessional and Media Technology bargaining group has his/her hours reduced from six or more to fewer than six hours and thus loses district payments toward medical benefits and if additional Paraprofessional and Media Technology Group hours (in area of reduction) become available in that building due to additional staffing allocations, resignations or retirements, then the supervising administrator is encouraged to re-instate such hours so that the Paraprofessional or Media Technology Group employee becomes eligible for district paid benefits, i.e.,

returns to at least six hours per day. Prior to re-instatement of hours the supervising administrator will analyze programmatic needs. If the programmatic needs of that building are such that a re-instatement of hours to that Paraprofessional or Media Technology Group employee would not be in the best interests of the students, then the supervising administrator may choose to staff accordingly.

Subd. 10. ECFE/Pre-K Paraprofessionals: Staff reductions during the school year due to low enrollment will be notified one week in advance if a reduction in hours or layoff is possible. If Paraprofessional hours are cut due to low class enrollment or reorganization, if/when new hours become available, staff who have been cut will be offered the hours first as they become available.

Section 2. Voluntary Transfers: Employees may apply for voluntary transfers to an available opening.

Section 3. Priority to Vacancies: Employees who have completed at least four years of continuous work in this unit shall have priority to vacancies in the event of staff reduction. Vacancies shall be listed as either full-time or part-time. A full-time employee need not apply for a part-time position and may retain a priority right to vacancies. A part-time employee need not apply for a full-time position and may retain a priority right to vacancies.

ARTICLE XI

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Full-time employees shall earn sick leave at the rate of 15 days for each year of service in the employ of the school district. Part-time employees (those working between 14 and 30 hours per week) shall earn 15 prorated days of sick leave per year; i.e., a four hour/day employee would receive 15 four hour days or 60 hours of sick leave. ECFE/Pre-K Paraprofessionals will earn 10 prorated days of sick leave per year. Annual sick leave shall be credited on the first day of each contract year to each employee.

Subd. 2. Unused sick leave days may accumulate to a maximum of 250 days of sick leave per employee.

Subd. 3. If an employee is absent for personal illness in excess of three days, the school district may require that the illness be certified by the attending physician and permission given by the physician for the employee to return to work.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 5. Sick leave pay shall be approved upon submission of signed request upon the authorized sick leave pay request form available at the office.

Subd. 6. Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the district with a physician's statement certifying the dates of disability.

Subd. 7. Up to ten days of sick leave may be used by a father or a non child-bearing co-parent upon the birth of a child. Leave must be used within eight weeks of birth or adoption.

Subd. 8. It is preferred that sick/emergency/wellness leave not be used for elective surgeries of a non-emergency nature that can otherwise be scheduled. Sick leave may be used for emergency medical/dental work only. Routine medical/dental work should be planned for outside of school hours.

Subd. 9. When employees have used up their sick leave, and before income protection takes effect, and after a 10-consecutive work day period without pay, the school board shall upon certification by a physician of inability to carry out their assigned duties, pay the employees one-half of the salary in effect at the time the absence began and until the 60-workday waiting period for income protection has elapsed.

Subd. 10. Sick leave is to be used to cover the personal illness of the employee. Also emergencies or illness in the immediate family (Immediate family includes spouse/domestic partner, child, or parent/comparable in-laws.) Days used shall be deducted from sick leave.

Subd. 11. Up to eight hours of sick/emergency leave may be used per school year for activities related to the employee's family, provided such activities cannot be scheduled outside of the employee's duty day.

Section 2. Emergency/Bereavement Leave: Emergency/Bereavement leave the days used will be deducted from the employee's total of accumulated sick or emergency leave and may be used as follows:

Subd. 1. Up to but not to exceed ten (10) days with full pay, deducted from accrued sick leave, shall be allowed for absence due to the death of a family member. By arrangement with the Director of Human Resources, up to two (2) of the ten (10) days may be taken at a later time in order to take care of matters connected with settling the estate of a family member.

Subd. 2. One day of absence due to illness of a spouse or a critical family situation where no other arrangements are possible may be approved by the supervising administrator, with any additional day(s) of absence to be approved by the Superintendent or the Superintendent's designated agent.

Subd. 3. One day for critical situations not covered previously making it impossible for the employee to report for work may be allowed as determined by the Superintendent or the Superintendent's designated agent. Bad weather in the local area or poor driving conditions are not considered a legitimate excuse for a day when school is in session.

Subd. 4. Staff members can ask for additional use of their sick time off by making a formal request to the Superintendent or the Superintendent's designated agent.

Section 3. Subpoenaed Court Appearance:

Subd. 1. If an employee is required to appear in court as a result of involvement in matters related to school duties, neither sick nor emergency leave shall be deducted.

Subd. 2. Absence of an employee due to court action initiated by the employee or an organization, of which an employee is a member for personal, monetary or other gains shall require use of personal leave. If no personal leave is available, the employee may make application for short-term leave.

Subd. 3. An employee required by the court to appear in non-school related cases not covered in Subdivision 2 shall have emergency leave available.

Subd. 4. Requests for exception to such deductions shall be submitted in writing to, and subject to the approval of the Superintendent or the Superintendent's designated agent.

Subd. 5. To the extent that per diem payments are received, the salary paid shall be reduced in like amount.

Subd. 6. Employees subpoenaed to serve on jury duty shall not have monies or leave time deducted for the days served. The per diem amount paid by the court for such service minus expenses shall be remitted to the district.

Section 4. Personal Leave: Personal Leave shall be earned at the rate of 2 days per year. Employees who have been with the district for more than five years will receive one extra personal day per year. There will be no salary deduction for personal leave time used. Personal Leave may be taken in hourly increments.

Subd. 1. Requests to the supervising administrator shall normally be made at least five working days in advance of the anticipated absence.

Subd 2. Annual Personal Leave Reward: Employees working 30 hours a week or more for a full contract year are eligible for an annual personal leave reward. Those employees with 2 or more personal days remaining at the end of the school year will have a district contribution of up to $200 based on FTE into their Health Care Savings Plan.

The reward will be deposited into the individual employee's Health Care Savings Plan at the end of the school year.

Section 5. Short-Term Leaves:

Subd. 1. Short-term leave shall be without pay.

Subd. 2. Short-term leave shall be requested only if personal leave has been exhausted or is not available.

Subd. 3. Short-term leave shall be granted only in extraordinary circumstances as determined by the Superintendent or the Superintendent's designated agent.

Subd. 4. Short-term leave shall be allowed up to 10 working days.

Subd. 5. Requests for short-term leave shall be in writing to the supervising administrator a minimum of 15 working days prior to the beginning of desired leave. The supervising administrator shall then transmit the request, with recommendation, to the Superintendent or the Superintendent's designated agent for final action. The response from the district will be sent to the employee within a timely manner.

Subd. 6. Short-term leave shall usually be limited to once each four-year period of employment.

Section 6. Union Leave: Designated union members shall be granted up to 140 hours biannually for attendance at conferences, conventions and negotiations, including mediation during negotiations year. Stewards will be allowed to leave their job sites to conduct union business related to employee discipline/grievances, provided that they ask permission from their supervising administrator. Supervising administrators will be notified annually of stewards by name.

Section 7. Parental Leave: Parental leave to prepare and provide parental care of a child or children of the employee for an extended period of time shall be available without pay to members of the appropriate unit according to the following provisions:

Subd. 1. The employee shall notify the Superintendent or the Superintendent's designated agent in writing at least three calendar months in advance of the intended leave and shall indicate the requested date of return.

Subd. 2. The school district may adjust the proposed beginning and/or ending dates of parental leave so that the dates are coincident with some natural break in the school year.

Subd. 3. Parental leave may be granted up to 12 calendar months.

Subd. 4. Parental leave may extend by mutual agreement between the employee and the Superintendent or the Superintendent's designated agent for a period not to exceed 15 calendar months including the summer vacation period but shall not extend beyond June 30 of the year following the arrival of the child. Employees falling under a year round school calendar may extend beyond June 30th by mutual agreement.

Subd. 5. Whenever parental leave extends to June 30, or beyond, the employee must notify the Superintendent or the Superintendent's designated agent in writing by April 1 of the intent to return to the district the following year.

Subd. 6. The employee on parental leave may continue to participate in the medical group insurance program and/or life insurance but must pay the entire premium for such program(s) as the employee wishes to retain, commencing with the beginning of the parental leave.

If the employee applies and qualifies for the provisions of the Family Medical Leave Act, then the medical insurance payments would be in accordance with the law. FMLA provisions may apply to adoption leave or foster parent leave.

Subd. 7. An employee returning from parental leave will be assigned to a position comparable to the one the employee held before taking the leave.

Subd. 8. An employee not returning from parental leave at the designated time shall be considered to have terminated employment and shall have forfeited rights to future job placement unless the employee is certified by a physician as unable to return because of an accident or illness unrelated to pregnancy or because of physician documented "complications of pregnancy."

Subd. 9. An employee who is pregnant may elect to utilize sick leave. In that event, the employee will continue working until a physician certifies that she can no longer fulfill the requirements of the position. During the period of disability, the employee is eligible to receive sick leave benefits. An employee may choose to take parental leave after disability leave has been utilized. In the event no parental leave is taken, the employee is required to return to work as soon as she is physically able as certified by her physician.

Subd. 10. Up to 30 days of paid sick leave may be used following the adoption of a child, provided those days are part of the employee's work calendar.

Section 8. Termination: Upon termination of an employee for any reason, all sick leave or emergency leave, current or accumulative, shall be automatically canceled. However, an employee who resigns for any reason and returns to the school district within three years shall retain all annual sick leave and emergency leave accumulated from previous years.

Section 9. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 10. Long-Term Leave:

Subd. 1. An individual employee may be granted a leave of absence without pay for up to one employment year. Applications must be filed with Human Resources no later than April 1 with the effective date of the leave to be July 1 or the first employment day for the following year.

Subd. 2. If an employee is eligible for Medical Insurance and the leave is granted, the employee shall have the right to Medical Insurance and Life Insurance for a period not to exceed 12 months, provided that the cost of such coverage is assumed by the individual employee.

Subd. 3. Employees on long-term leave must on or before March 1 of their leave year, resign or commit to return for the beginning of their next employment year. Failure to do either shall constitute a resignation, which shall be effective immediately. Long-term leave status shall not prohibit the person on long-term leave from being considered for reduction in force.

Subd. 4. If the leave is extended by Board action, then the employee shall have the right to continued insurance coverage for the duration of the leave extension.

Section 11. Sick Leave Bank: Employees may contribute up to 40 hours of sick leave to a "sick leave bank." The maximum amount that may be contributed is 2080 hours.

An Employee who is applying for long-term disability benefits may be eligible to use the sick leave bank after their own sick leave is exhausted. Use of the sick leave bank is restricted to the employee's absence during the LTD waiting period up to 30 days and is restricted to absences during the LTD wait period and will be paid retroactively up to a maximum of 30 days.

District will include sick leave bank hours in the monthly October-May reports and before back to school report to the union.

Section 12. Family Medical Leave Act: The Family Medial Leave Act is available to eligible Paraprofessionals and Media Technology Group employees under the provisions of Federal Statute. See FMLA summary information in Addendum 1 of this contract for a description of the leave provisions.

Section 13. Religious Holiday Observance: Up to three official religious holidays during the school year may be granted under the following conditions:

A. Written application is made indicating the religious day to be observed one week in advance of the desired day of leave to the principal or supervising administrator.

B. Such day is a scheduled duty day.

ARTICLE XII

HOLIDAYS

Holidays for Employees: Employees working 30 hours or more per week shall receive the following paid holidays provided such days occur during their duty year: Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day. To be eligible for holiday pay, employees must have worked the last work day before and after the holiday, unless the employee is on excused paid leave of absence. Employees working less than 30 hours per week per year shall receive one paid holiday (Thanksgiving Day) each year.

ARTICLE XIII

INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the school district as provided by law. Starting July 1, 2018, eligible newly hired employees may only enroll in the High Deductible Medical Insurance plan with the VEBA contribution.

Section 2. Medical Insurance:

Subd. 1. The School Board shall contribute the following amounts for Medical Insurance for employees employed 30 hours or more per week who qualify for and are enrolled in the school district group health insurance plan and who request and qualify for single/family coverage.

Members who work a total of 30 or more combined contracted hours (non-time carded hours) within two or more bargaining groups are eligible for benefits.

Any additional cost of the family premium shall be borne by the employee and paid through payroll deduction.

District Monthly Medical Contribution	2026-28
Dependent Coverage (30 hours or more per week)	$2,072.60
Single Coverage (30 hours or more per week)	$990.03

Effective July 1, 2021, the School District shall contribute according to Article VII, Section 1, Subdivision 1, of the teachers' contact in an amount equal to the contribution for .75 -1.0 FTE teachers.

Section 3. Group Term Life Insurance: The district will provide a $50,000 term life insurance policy to all eligible employees. Eligible employees must work 30 hours or more per week. Supplemental term life insurance policies are also available to eligible employees through payroll deduction.

Section 4. Long-Term Disability Insurance: This district-paid benefit provides income protection for all eligible employees who become disabled and are unable to work. Eligible employees must work 30 hours or more per week. The monthly income benefit is 70% of basic monthly earnings.

Section 5. Liability Insurance: The school district shall provide liability insurance pursuant to the limits of the school district liability policy.

Section 6. Duration of Insurance Contribution: An employee is eligible for school district contribution as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district contribution shall cease.

Section 7. Eligibility: Such benefits shall not apply to employees employed for a lesser period of time, except employees working 20-29 hours per week per year may purchase medical and dental coverage at their own expense through payroll deduction.

Section 8. Long Term Substitute Insurance Eligibility: When the duration of a long term sub assignment is known to exceed 60 paid days, then the long term sub becomes eligible for benefits when the assignment begins. When the duration of a long term sub assignment is unknown and subsequently becomes known to exceed 60 paid days, then the long term sub becomes eligible for benefits at the time the assignment duration becomes known to exceed 60 paid days or when the duration exceeds 60 paid days.

Section 9. Dental Insurance: The School Board shall contribute the following amounts for dental coverage for employees employed 30 hours or more per week. Enrollment is required for eligible employees who wish to be covered.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Eligible employees may enroll in the dental plan during the open enrollment period and thereafter as eligibility permits.

Employees working 20-29 hours per week per year may purchase dental insurance at their own expense through payroll deduction.

The employer paid amount for single coverage may be applied toward the family premium. Persons employed 30 hours per week or more may purchase family coverage at their own expense through payroll deduction.

District Monthly Dental Contribution	2026-27	2027-28
Dependent Coverage (30 hours or more per week)	$40.00	$40.00
Single Coverage (30 hours or more per week)	$40.00	$40.00

ARTICLE XIV

INCLEMENT WEATHER DAYS

Inclement Weather Days: In the event that a school day or workshop day is officially cancelled due to severe weather, non time-carded employees shall not be required to report for duty on that day and shall be paid. In the event the School Board or its designated representative shall determine that a school day or workshop day lost due to severe weather shall be made up, school year employees shall perform duties on that make-up day without pay. Employees who time-card will not be paid for inclement weather days. If dates are made-up, the time-carded employee will time-card for any time worked on a make-up day.

If a snow day or inclement weather occurs and the Superintendent closes the schools, employees on a scheduled personal day will not have a salary deduction or that time processed from their personal leave account.

ARTICLE XV

RETIREMENT-LIFE INSURANCE

Persons currently eligible for district paid term life insurance shall, upon retirement, have a $10,000 term life insurance policy purchased for them until age 65 provided the following conditions are met:

Persons currently eligible for district paid term life insurance shall, upon retirement:

1. Age 55 or older at retirement
2. Completed at least 10 years of employment (30 hours or more per week).

Employees can continue in the medical insurance program from age 55 to 65 at the employee's expense, provided they are 55 year or older at the time of retirement and have completed at least 10 years of employment (30 hours or more per week).

ARTICLE XVI

MATCHING ANNUITY PROGRAM

Eligible members of the bargaining unit may participate in the district matching annuity program as provided in M.S. 356.24 according to the following provisions:

Eligibility: Persons who work at least 30 hours/week may participate in this matching annuity plan upon completion of at least one full fiscal year of employment; i.e., If hired after January 1st, member must work through June and then the next one fiscal year before becoming eligible.

District Contribution: The district shall match annually up to 1% of the base salary to either the Minnesota DCP or an appropriate 403(b) annuity on a dollar for dollar basis. The district's matching amount is not considered as reportable salary on the W-2 or for high five retirement.

NOTE: Board contributions to matching annuity program belong to the individual member during and after employment in District 623.

District procedures will be followed when participating in the matching annuity program.

ARTICLE XVII

HEALTH CARE SAVINGS PLAN

Health Care Savings Plan

Eligibility: In accordance with Minnesota Statute, Chapter 352.98, all employees will participate in the Health Care Savings Plan administered by the Minnesota State Retirement System.

Mandatory Employee Contribution: Employees will contribute 1% of the employee's salary.

Employer Contribution: The district will contribute 1 % of the employee's salary.

ARTICLE XVIII

WORKPLACE ENVIRONMENTS/ PROTECTION

Section 1. Employees shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being or that of students.

Section 2. Employees shall not be subjected to harassment, inappropriate behavior, or intimidation by a parent or any other person in the performance of their duties. Employees shall report such prohibited behavior to their supervisor and/or human resources.

Section 3. Safe Facilities Environment: The School District shall maintain uniform standards of safety throughout all the district facilities to provide a safe environment.

Section 4. An employee who is unable to perform duties due to an injury that results in incapacitation for performance of duties, shall be granted leave without loss of pay for a period not to exceed five (5) days when injury is a result of an assault provided that they acted professionally and with appropriate precautions. In no case shall the combined benefits paid to the employee from Workers' Compensation and the use of this leave exceed the employee's regularly scheduled salary of the period of leave used.

Section 5. The District shall reimburse employees for any personal property (excluding personal technology) damaged by a student up to $200 per incident not covered under workers' compensation while an employee is performing their duties. The employee must submit a claim to the supervising administrator for initial approval. Once approval is received from supervising administrator then human resources and finance will approve to reimburse via payroll.

Section 6. Please refer to ISD 623 policies on the school district website in regard to workplace safety and contact Human Resources regarding benefits and compensation questions related to workplace injuries.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employer may be represented during any step of the procedure by any person or agent delegated by such party to act in its behalf. The employees may designate only the Exclusive Representative to act on their behalf. The Union will be notified of any grievance resolution reached with individual employees.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period

of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Adjustment of Grievance: The School Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

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

Subd. 2. Level II: In the event the grievance is not resolved in Level I the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within 10 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent or the Superintendent's designated agent, a time shall be set to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or the Superintendent's designated agent shall issue a decision in writing to the parties involved.

Section 6. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 7. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within 10 days following the decision in Level II of the grievance procedure provided that the School Board has indicated no review will be made of the decision. In the case of review, 10 days will be allowed for the review. Five days following the completion of the review, the Board will submit its decision in writing to the party.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached,

either party may request the PERB to appoint an arbitrator, pursuant to M.S. §179A.21, Subd. 2, provided such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearings: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally, fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript, if requested, shall be at the expense of the requesting party.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein. In considering any issue in dispute in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

Subd. 8. The employer will not discriminate against any employee because of that employee's filing or processing a grievance pursuant to the provisions set forth in this Article.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XX

DURATION OF AGREEMENT

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2024 through June 30,2026 and thereafter pursuant to P.E.L.R.A. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, an employee shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. If the Union desires to modify or amend this Agreement commencing on July 1, 2026 it shall give written notice of such intent no later than May 1, 2026, including complete language and detail of proposed changes. If such notice is not timely served, the school district shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and completed Agreement between the school district and the Union representing the employees of the district. 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. Nothing in this Agreement shall be construed to obligate the school district to continue or discontinue existing or past practices, or prohibit the school district from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

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

ARTICLE XXI

NON-DISCRIMINATION

It is the policy of the school district and the Union, in carrying out the provisions of this Agreement, not to discriminate against any employee on account of race, color, creed, religion, gender, national origin, age, marital status, disabilities, familial status, status with regard to public assistance or sexual orientation, as these terms are defined under federal, state or local statutes governing employment relationships.

ARTICLE XXII

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Policy: The Union recognizes 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 employer, its overall budget, utilization of technology, the organizational structure, selection, assignment, direction and number of personnel.

Section 2. Management Responsibilities: The Union recognizes the right and obligation of the School Board 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. Effect of Laws, Rules, and Regulations: The Union recognizes that all employees covered by this Agreement shall perform the duties prescribed by the school district and shall be governed by the laws of the State of Minnesota, and by school district rules, regulations, directives, and orders, issued by properly designated officials of the school district. The Union also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

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

APPENDIX A
SALARY SCHEDULE

Paraprofessionals

Step	1	2	3	4	5	6
2026-27	18.31	20.09	20.66	21.70	24.46	25.56
2027-28	18.73	20.54	21.12	22.19	25.01	26.13

Special Education Paraprofessionals

Step	1	2	3	4	5	6
2026-27	18.44	20.23	20.81	21.85	24.63	27.11
2027-28	18.86	20.69	21.28	22.35	25.18	27.72

Secondary Media Technology Assistants (SMTA)/Media Technology & Testing Assistants (MTTA)

Step	1	2	3	4	5	6
2026-27	19.96	23.41	25.69	28.64	32.89	34.37
2027-28	20.40	23.93	26.27	29.29	33.63	35.14

Early Childhood Family Education/Pre-K Paraprofessionals

Step	1	2	3	4	5	6
2026-27	18.52	19.03	19.67	20.88	22.12	23.12
2027-28	18.93	19.46	20.11	21.35	22.62	23.64

Eligible Special Education Paraprofessionals will receive an additional $2.00 per hour for assigned work as a Special Education Paraprofessional during the 2026-2028 school years.

Eligible DLI Paraprofessionals will receive an additional $1.00 per hour for assigned work as a DLI Paraprofessional during the 2026-2028 school years.

Please Note: For the 2026-2028 school years, employees will advance one step per year on the salary schedule.

Longevity Award: Effective July 1, 2022, employees get $250 per year into their Health Care Savings Plan (HCSP) for those employees after completing their 10th year of employment as of June 1st. Employees get $500 per year into their Health Care Savings Plan (HCSP) for those employees after completing 20 years of employment as of June 1st.

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

For AFSCME COUNCIL NO. 5
LOCAL 1129

AFSCME Local #1129, President

Kyle Smith
AFSCME Council 5 Field Representative

AFSCME Council 5, State Field Director

Dated this 18th day of August, 2026

For Independent School District No. 623

Board Chairperson

Dr. Jenny Loeck, Superintendent

Kenyatta McCarty, District Negotiator

Dated this 18th day of August, 2026

Addendum #1

FMLA Summary Information

The Family and Medical Leave Act (FMLA) of 1993, Public Law 103-3
If a discrepancy develops between this summary and federal law, the law will govern.

The Family and Medical Leave Act (FMLA) of 1993, Public Law 103-3, was enacted by the Federal Government on February 5, 1993. FMLA entitles eligible employees to take up to twelve (12) workweeks of unpaid, job protected leave each year for specified family and medical reason.

FMLA applies to all public agencies and many private sector employers. To be eligible for FMLA benefits, an employee **must**:

1. work for a covered employer;
2. have worked for the employer for a total of at least twelve (12) months; and
3. have worked for at least 1,250 hours over the previous twelve months.

A covered employer must grant an eligible employee up to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

1. for the birth or placement of a child for adoption or foster care;
2. to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
3. to take medical leave when the employee is unable to work because of a serious health condition.

Subject to certain conditions, employees or employers may choose to use accrued paid sick leave to cover some or all of the FMLA leave. Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily schedule. If FMLA leave is for the birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval. FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

Upon return form FMLA leave, an employee must be restored to their original job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using the FMLA leave.

Military Family Leave Entitlements
Notice: On October 28, 2009, the President signed the National Defense Authorization Act for Fiscal Year 2010 (2010 NDAA), Public Law 111-84. Section 565 of the 2010 NDAA amends the military family leave entitlements of the Family and Medical Leave Act (FMLA). These amendments expand coverage for "qualifying exigency" leave to eligible employees with covered family members in the Regular Armed Forces and coverage for "military caregiver leave" to eligible employees who are the spouse, son, daughter, parent, or next of kin of certain veterans with a "serious injury or illness".

The National Defense Authorization Act for Fiscal Year 2008 (2008 NDAA), Public Law 110-181, amended the FMLA to allow eligible employees to take up to 12 workweeks of job-protected leave in the applicable 12-month period for any "qualifying exigency" arising out of the active duty or call to active duty status of a spouse, son, daughter, or parent. The 2008 NDAA also amended the FMLA to allow eligible employees to take up to 26 workweeks of job-protected leave in a "single 12-month period" to care for a covered service member with a serious injury or illness. These two types of FMLA leave are known as the military family leave entitlements.

Further information on FMLA leave is available on the US Department of Labor web site and at the District's Human Resource office.