

Definitions and Benefits Document
Non-Aligned Coordinators, Managers and Supervisors
Effective: July 1, 2018 through June 30, 2020

Table of Contents

Article I	Definitions	Page
	Sec. 1. District or School District.....	1
	Sec. 2. Eligible Employees.....	1
	Sec. 3. Full-Time Employees.....	1
	Sec. 4. Terms and Conditions of Employment.....	1
	Sec. 5. Anniversary Date.....	2
	Sec. 6. Other Terms.....	2
	Sec. 7. Prior Agreements.....	2
Article II	School District Rights	
	Sec. 1. Inherent Managerial Rights.....	2
	Sec. 2. School Board Responsibilities.....	2
	Sec. 3. Effect of Laws, Rules, Regulations, Directives & Orders	2
	Sec. 4. Reservation of Managerial Rights.....	2
Article III	Employee Duties and Responsibilities	
	Sec. 1. Basic Duties.....	2
	Sec. 2. Terms of Service.....	3
Article IV	Holidays and Vacation	
	Sec. 1. Holidays.....	3
	Sec. 2. Vacation.....	3
	Sec. 3. Flex/Work from Home Days.....	3
Article V	Insurance and Other Benefits	
	Sec. 1. Selection of Carrier.....	4
	Sec. 2. Eligibility.....	4
	Sec. 3. Insurance Pooled Benefits.....	4
	Sec. 4. Long-Term Disability Insurance.....	5
	Sec. 5. Life Insurance.....	5
	Sec. 6. Duration of Insurance Contribution.....	5
	Sec. 7. Claims Against the School District.....	5
	Sec. 8. Flex Benefit Plan.....	5
	Sec. 9. Professional Association Dues.....	6
	Sec. 10. Professional Development Fund.....	6

	Page
Article VI	Leaves of Absence
Sec. 1.	Sick Leave..... 6
Sec. 2.	Bereavement Leave..... 8
Sec. 3.	Childcare/Adoption Leave..... 8
Sec. 4.	General Leave..... 10
Sec. 5.	Leave Extensions for General and Childcare/ Adoption Leave..... 10
Sec. 6.	Family and Medical Leave (FMLA)..... 11
Sec. 7.	Jury Duty..... 11
Sec. 8.	Military Leave..... 11
Sec. 9.	Religious Leave..... 11
Sec. 10.	Personal Injury on Duty Leave..... 11
Sec. 11.	Workers' Compensation..... 11
Article VII	Retirement
Sec. 1.	Compensation for Unused Sick Leave Upon Leaving District 112..... 12
Sec. 2.	Eligibility to Participate in District 112 Health Plans at Retirement 12
Article VIII	Deferred Compensation Matching Program
Sec. 1.	Deferred Compensation..... 13
Sec. 2.	Deferred Compensation Matching Program..... 13
Article IX	Compensation
Sec. 1.	Individual Compensation..... 13
Sec. 2.	Placement..... 13
Sec. 3.	Longevity..... 13
Article X	Discipline, Reduction In Force, Termination
Sec. 1.	Discipline as a Result of Employee Action..... 13
Sec. 2.	Reduction in Force/Realignment of Positions..... 14
Sec. 3.	Termination..... 14
Article XI	Miscellaneous
Sec. 1.	Pay Dates..... 14
Sec. 2.	Direct Deposit..... 14
Sec. 3.	Resignation..... 14

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 Non-Aligned Coordinators, Managers and Supervisors' 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 of Independent School District No. 112 or its designated agents.

Section 2. Eligible Employees: The persons holding the following positions are subject to the terms of this document:

- Assistant Director – Community Education
- Community Education Marketing Manager
- Early Childhood Supervisor
- Director of Buildings and Grounds
- Director of Nutrition Services
- Extended Learning Manager
- Finance and Human Resource Manager
- Health Services Supervisor
- Integration and Equity Coordinator
- Information Systems Administrator
- Marketing and Communications Manager
- Personalized Learning Coordinator (Digital)
- Personalized Learning Coordinator (Elementary)
- Personalized Learning Coordinator (Secondary)
- Specialized Services Supervisor
- Student Services and Assessment Manager

Section 3. Full-Time Employees: Employees holding the positions identified in Section 2 above shall be considered full time for benefits if they regularly work thirty (30) or more hours per week for a minimum of 1560 hours per year. This definition also applies to the insurance pooled contribution.

Section 4. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefor, 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 (2) year period (2018-19 and 2019-20). 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.

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. Other Terms: Other terms not specifically defined in this Document shall have the meaning given them under the Public Employee Labor Relations Act (P.E.L.R.A.) or applicable Minnesota statute.

Section 7. Prior Documents: Any and all prior Documents, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions in this Document are hereby suspended.

Article II School District Rights

Section 1. Inherent Managerial Rights: The employee recognizes that the District is responsible for all matters of inherent managerial policy. The matters include, but are 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 employee recognizes 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 opportunities for the students of the District.

Section 3. Effect of Rules, Regulations, Directives and Orders: The employee recognizes that he/she 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 laws, rules, regulations, directives, and 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 in this Document. All managerial rights and managerial functions not expressly delegated are reserved to the District.

Article III Employee-Duties and Responsibilities

Section 1. Basic Duties: The employee shall perform all administrative services as directed by the District, in accordance with applicable state and federal laws and

regulations, and observe all policies, rules and regulations established from time to time 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 supervisor, subject to the approval of the Director of Administrative Services. The work year shall be fifty-two (52) weeks unless otherwise determined.

Article IV Holidays and Vacation

Section 1. Holidays: Paid holidays for all full time employees working fifty-two (52) weeks per year shall be according to the following language.

Part-time employees shall be credited with equivalent annual holidays on a pro-rata basis.

Twelve (12) holidays are guaranteed each year from the list below. In a year which has fewer than twelve (12) holidays on the School Board approved school calendar, the difference between the designated holidays and the guaranteed twelve (12) holidays shall become floating holidays, the scheduling of which is subject to mutual agreement between the employee and his/her supervisor.

Independence Day	*Martin Luther King Day
Labor Day	*Presidents' Day
Thanksgiving Day	*Good Friday
Day after Thanksgiving	
Christmas Eve Day	
Christmas Day	
New Year's Eve Day	
New Year's Day	
Memorial Day	

*These days are scheduled holidays for employees 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, the employee is required to work, and the employee earns a floating holiday, the scheduling of which 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.

Section 2. Vacation:

Subd. 1. Vacation Accrual: Unless otherwise specified, full-time employees shall accrue twenty-five (25) days (200 hours) of vacation annually. This vacation is credited to the employee on July 1. Part-time employees shall be credited with

equivalent annual vacation on a pro-rata basis. The District encourages the employee to use vacation in the year it is accrued.

Subd. 2. Vacation Schedule/Use: Vacation schedules shall be established with the approval of the Superintendent or his/her designee. Up to ten (10) days (80 hours) of vacation time may be taken during the school year. Exceptions may be granted at the discretion of the Superintendent or his/her designee.

Subd. 3. Vacation Carry-Over: The District encourages employees to use their vacation time annually. The vacation time accrued in each year; July 1 to June 30 may be taken during that year or up to July 31 of the following year. An employee may have no more than fifty (50) accrued vacation days (400 hours) on July 31, of a Document year.

Subd. 4. Use: An employee, in his/her last year with the District, may use vacation days earned on a pro-rata basis. If an employee should use more vacation than he/she has earned and the employee leaves the District for any reason, an adjustment will be made to his/her final paycheck.

Subd. 5. Last Year of Employment: If, during the employee's last year of employment with the District, the District wishes to have the employee work to the end of the Document year rather than have him/her take vacation days, the District shall pay the employee at his/her daily rate of pay for the number of unused vacation days to a maximum of twenty-five (25) days (200 hours).

Section 3. Flex/Work from Home Days: Non-Aligned Coordinators, Managers, Supervisors shall be provided up to four (4) flexible work days (i.e. work from home) on non-student contact days, with prior approval from the Superintendent/designee. Non-Aligned Coordinators, Managers, Supervisors shall submit requests for flexible work days through the District's leave system. In extenuating circumstances (i.e. snow day) the Association 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 District shall make the selection of the insurance carrier and policy.

Section 2. Eligibility: Employees holding the positions identified in Article I above, shall be considered full time for benefits if they regularly work thirty (30) or more hours per week for a minimum of 1560 hours per year. This eligibility applies to the insurance pooled contribution.

Section 3. Insurance Pooled Benefits: For 2018-2019 and 2019-2020, the amount of \$592.08 per month (\$7,105.00 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 members of this bargaining unit, they may pool their District insurance contributions with the following stipulations:

- a) both must participate in the District health insurance plan, if qualified, and maintain two (2) single, a single plus-two (2), if hired by March 31, 2018, or a family contract. For those employees who were on the single plus two (2) prior to March 31, 2018, they may stay on that plan configuration until June 30, 2021. Beginning July 1, 2021 those employees on the single plus two (2) option must be converted to single, single plus one (1) or family.
- 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 4. Long-Term Disability Insurance:

Subd. 1. Provision: The District will provide long-term disability insurance for eligible employees. For 2018-19 the District shall pay the premium for an LTD policy that will be at 66.66% of base salary and a 90 calendar day waiting period. For 2019-20 the District shall pay the premium for an LTD policy that will be at 66.66% of base salary and a 60 calendar day waiting period.

Subd. 2. Additional Sick Leave: If an employee has not accrued sufficient paid sick leave to cover the waiting period, then additional paid sick leave will be granted by the District until the member is entitled to receive long-term disability benefits.

Section 5. Life Insurance: Unless otherwise specified, the School District shall provide a group life insurance policy in the amount of \$150,000 and pay the premium for each full-time employee. An employee may purchase additional coverage (AD&D or Supplemental Life). 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 6. Duration of Insurance Contribution: An employee is eligible for District contributions as provided in this article as long as the District employs the employee. Upon termination of employment, all School District participation and contribution shall cease. The employee has the right to purchase insurance under COBRA.

Section 7. Claims Against the School District: Any description of insurance benefits contained in this article are 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 School 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 School District as a result of a denial of insurance benefits.

Section 8. Flex Benefit Plan: All employees will have access to a "flex plan" addressing insurance, medical and childcare benefits.

Section 9. Professional Association Dues: Unless otherwise specified, the District shall pay the annual membership dues for one (1) state and one (1) national professional association for each employee.

Section 10. Professional Development Fund: A professional development fund of \$2,000 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 (\$2,000). 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 employee's 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. Earning: On July 1 of each year, all full-time employees as defined by Article V, Section 2. above shall be credited with twelve (12) days (96 hours) of sick leave (part-time shall be credited with sick leave on a pro-rata basis). Employees hired after July 1 of each year shall be eligible for one (1) sick day per month. This yearly sick leave allowance shall be in addition to the total maximum accumulation as defined by Subd. 2., below.

Subd. 2. Accumulation: Unused sick leave days or pro-rata days may accumulate to a maximum credit of 190 days (1520 hours) of sick leave per employee. No employee shall have more than 178 days (1424 hours) of sick leave at the conclusion of each Document year and prior to the yearly leave allowance applied on July 1.

Subd. 3. Reduction: If an employee leaves the District without having earned, on a pro-rata basis, the number of sick leave days he/she has used, the District shall reduce the employee's final paycheck for any unearned sick leave days.

Subd. 4. 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.

Subd. 5. Approval: Sick leave pay shall be approved only upon submission of such request through the School District's leave approval system.

Subd. 6. Medical Certificate: In the 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 and/or disability, 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. 7. 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. 8. Childbirth/Adoption: An employee giving birth shall be able to use Accumulated Sick leave for the employee's duty days during the six (6) to eight (8) 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 (6) to eight (8) continuous calendar weeks. Accumulated sick leave may not be used on non-duty days.

Up to ten (10) 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. 9. Extended Leave of Absence: When sick leave has been exhausted, the Superintendent shall be authorized, by order of the School Board to grant an extended leave of absence without pay to satisfy the requirements of the PERA (Public Employees Retirement Association) for disability and death benefits.

Subd. 10. Termination: Upon termination of employment for any reason, all sick leave, current or cumulative, shall be immediately and automatically cancelled unless the employee qualifies for payment of unused sick leave per any other article in this document.

Subd.11. 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.

Subd. 12. 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 two (2) days per fiscal year (July 1-June 30) of his/her accumulated sick leave, or vacation, or personal time off days, to another employee (second donated day must go to a different employee) for the following reasons:

1. 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
2. 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 will 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.

Subd. 2. Additional time: Should additional time away from work be needed as the result of a death, sick leave and /or vacation leave 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 Administrative Services.

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/adoption 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. Return: An employee who returns from child care/adoption leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Document 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 overseas teaching/administration, Peace Corps, Vista, National Teacher Corps, extended illness of the employee's family, study germane to the employee's assignment, travel, holding a full-time office in a professional organization, for service as an elected or an appointed official, Administrative Exchange, 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 Administrative Services 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): The District will administer the Federal FMLA (Family and Medical Leave Act) (Public Law 103-03, 1993) and all applicable State Laws.

Section 7. 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, the employee must return to his/her regular duties on being dismissed from jury duty.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Religious Leave: Employees shall be granted one (1) day of religious leave per year with no loss of pay upon verification to the Superintendent or his/her designee that the purpose of the religious leave is a traditionally required religious observance of their particular faith and/or creed. The Superintendent or his/her designee may grant additional leave with pay.

Section 10. Personal Injury on Duty Leave: An employee's disability as a result of assault on school premises or while acting in an emergency capacity for the School District on its premises will not be charged with a loss of sick leave or personal leave benefits for the length of time required for the recovery or for any recurrence thereof. Sick leave or personal leave would not be used when long-term disability benefits are available under any insurance provided by the District.

Section 11. 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 or Vacation Pay: 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 section 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 12., Subds. 1-4 above.

Subd. 6. Entitlement: Employee's shall not be entitled to sick leave benefits under this section if they are injured while in the employ of another employer, nor shall an accrual of such benefits occur during the period of convalescence from that injury.

Article VII Retirement

Section 1. Compensation for Unused Sick Leave Upon Leaving the District: All employees shall receive the daily rate of pay for unused sick days accumulated after the first thirty (30) days, up to thirty-five (35) additional days, which shall be paid upon leaving the district for any reason other than dismissal for cause. Employees shall receive the daily rate of pay in unused sick days accumulated after the first thirty (30) days, up to one hundred (100) additional days upon leaving the District for retirement. The 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.

Section 2. Eligibility to Participate in District Group Insurance Plans at Retirement: An employee, retiring from District 112, and under the provisions of the Teachers' Retirement Association (TRA), or Public Employee Retirement Association (PERA) and who is enrolled in the District's 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 Association member 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 Association member 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 Association member 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 Matching Program**

Section 1. Deferred Compensation: Each employee is entitled to participate in the District's Deferred Compensation program.

Section 2. Deferred Compensation Matching Program: The District will contribute up to \$2,000 each year of the Document in accordance with the guidelines described below:

Subd. 1. Contribution: Employees must make a minimum contribution \$2,000 each year to receive the maximum District match.

Subd. 2. Notification/Participation: 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 Document year) or at any time during the eligible Document year.

Subd. 3. Applicable Statutes: The provisions of this section 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 attached document.

Section 2. Placement: The Superintendent and his/her designee have discretion to place employees relative to salary as they assume positions in the non-aligned group.

Section 3. Longevity: A Coordinator, Manager or Supervisor who serves in District 112 is eligible for longevity compensation based on the scale below:

<u>Years of Service</u>	<u>Longevity Compensation</u>
Beginning year 1 through year 4	no additional compensation
Beginning year 5 through year 8	\$1,000 per year of Document
Beginning year 9 through year 11	\$2,700 per year of Document
Beginning year 12 or more years	\$3,400 per year of Document

**Article X
Discipline, Reduction In Force, Termination**

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 (15th) 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 District 112 Board Policy.

The parties have approved this document as to form only:

Coordinators, Managers, Supervisors

Independent School District 112



Michele Bedor
Representative



Tim Klein
Board Chair



Tara Cliff
Representative



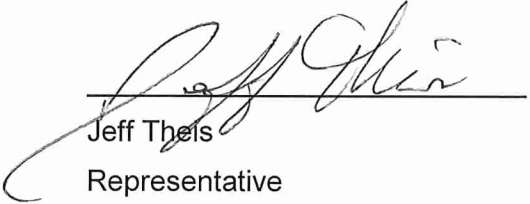
Jeff Ross
Board Clerk



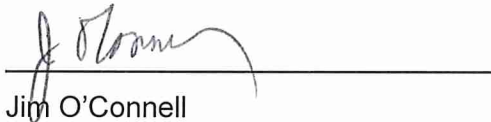
Craig Larsen
Representative



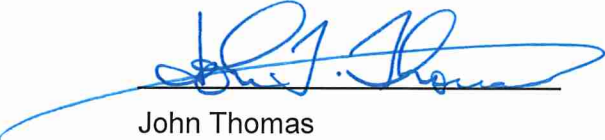
Clint Christopher
Superintendent



Jeff Theis
Representative



Jim O'Connell
Director of Administrative Services



John Thomas
Representative

Date Approved: October 22, 2018