

**INDEPENDENT
SCHOOL DISTRICT #200**

Master Agreement



**2022-2023
2023-2024**

District Administrators

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ARTICLE I - DEFINITIONS

Section 1 - Definition of Unit

Subd. 1 - All positions listed in Salary Appendix A shall be considered a part of the Administrators' salary program and covered under the terms of this Agreement.

Subd. 2 - Employment in positions covered by this Agreement shall be at-will, unless an employment contract exists.

Subd. 3 - Positions covered by this Agreement are exempt and not subject to overtime laws.

Section 2 - Working Day

A working day is defined as any day the employee is scheduled to work except those designated as major legal holidays by state law. An employee may be required to work on those legal holidays on which the School Board is authorized to conduct school, if so designated by the School Board.

Section 3 - Work Year

The work year shall be defined as the 12 month period commencing July 1 each year, and ending on June 30 of the following calendar year.

Section 4 - Domestic Partner

Domestic partner shall be defined as an individual for whom the employee has completed a domestic partner registration form with a city/government agency. A copy of the registration must be provided to the District in advance of a request for leave within this Agreement to apply.

ARTICLE II - SCHOOL BOARD RIGHTS

Section 1 - Inherent Managerial Rights

The Administrators recognize that the school board 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 employers, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. All managerial rights and functions not expressly delegated in this Agreement are reserved to the school board.

Section 2 - Management Responsibilities

The Administrators recognize 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 and Regulations

The parties recognize that the school district, all employees covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE III - ADMINISTRATOR RIGHTS

Section 1 - Right to Views

Pursuant to M.S. 179.65, Subd. 1, nothing contained in the Agreement shall be construed to limit, impair or affect the right of any Administrator or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Administrator, nor shall it be construed to require any public employee to perform labor or services against his/her will.

Section 2 - Personnel Files

Subd. 1 - Administrators shall have the right to inspect their individual personnel files.

Subd. 2 - Administrators shall receive a copy of evaluation materials which are initiated by the School Board and placed in the Administrator's individual personnel file.

ARTICLE IV - COMPENSATION

Section 1 - Wages/Compensation

Subd. 1 - The wages/compensation reflected in Appendix A shall be in effect for the period commencing July 1, 2022 and ending June 30, 2024.

Subd. 2 - The wages/compensation provided herein may, at the sole discretion of the District, be increased during the duration of this salary program for purposes of complying with applicable state and federal laws.

Section 2 - Initial Compensation

At the time of hiring, initial placement on the salary schedule shall be determined by mutual agreement between the individual employee and the employer.

Section 3 - Pay

Subd. 1 - Employees shall be paid twice per month. If a pay date falls on a Saturday, Sunday, or holiday, employees will be paid on the last working day immediately preceding. Regular paychecks shall be delivered by direct deposit.

Subd. 2 - Payment for wages earned will be paid in equal installments over the number of months actually worked by the employee, unless otherwise elected prior to July 1 each year.

Section 4 - Advancement on the Salary Schedule

Subd. 1 - Employees hired on or before December 31 shall be paid at their starting step on the salary schedule. Effective the following July 1, employees shall be advanced to the next step. Employees hired after December 31 shall be paid at their starting step on the salary schedule until July 1 of the following calendar year. Thereafter, employees shall advance on the salary schedule as of July 1 until the top step has been reached.

Subd. 2 - Employees shall be provided step advancement on the salary schedule following Board approval of the updated Master Agreement.

Subd. 3 - The District may, at its discretion, withhold step advancement/pay increase as a result of performance concerns. If it is determined that step advancement will be withheld, the employee shall be notified in writing by no later than May 15.

Subd. 4 - Employees receiving a promotion will be placed at step one of the new salary schedule. The District may, at its discretion, place an employee at a higher step so as to avoid the employee receiving a decreased rate of pay following a promotion.

ARTICLE V - VACATION AND HOLIDAYS

Section 1 - Vacation

Subd. 1 - Employees working 52 weeks per year shall earn 28 days of vacation each year. Vacation accrual will be pro-rated for employees working less than 52 weeks.

Subd. 2 - Vacation accruals will be allocated on July 1 each year. Accruals will be based on the actual number of years completed at the time of the accrual.

Subd. 3 - Accrued vacation shall be adjusted for employees who resign prior to the end of the year and an employee's last check will be deducted for any vacation leave used in excess of that earned.

Subd. 4 - An employee may carry over a maximum of ten days into the next fiscal year.

Subd. 5 - Employees shall be eligible to receive payment for up to ten unused earned vacation days upon separation from the District, at their regular daily rate of pay.

Section 2 - Holidays

Subd. 1 - Employees working 52 weeks shall be entitled to 14 district established holidays each year. Employees working less than 52 weeks shall be eligible for paid holidays that fall within their work year.

Subd. 2 - If any of the legal holidays fall on weekend days, the holiday will be observed on the preceding Friday or the following Monday, as determined by the District. Christmas Day or New Year's Day falls on a Saturday or a Sunday, the Administrator

may take the day before Christmas Day and the day before New Year's Day on the days specified by the Superintendent, consistent with the need for administrative services in District 200.

ARTICLE VI - LEAVES

Section 1 - Essential Leave

Subd. 1 - Employees working 52 weeks will earn three days of Essential Leave which will be allocated on July 1 each year. Employees working less than a full year shall receive Essential Leave on a pro-rated basis.

Subd. 2 - Employees will be paid out for unused essential leave days at the end of each school year, to be paid at a daily rate of \$260 for full time employees. Payment of such days shall be made by no later than July 30 of each year.

Section 2 - Sick Leave

Subd. 1 - Employees shall be credited with an annual accrual of 15 days of sick leave per year. Employees working less than the full year will be credited with sick leave on a pro-rated basis. During the initial year of employment only, the total sick leave allowable will be available to the employee after working a minimum of one day. Upon termination of employment, an employee's last check will be deducted for any sick leave used in excess of that earned.

Subd. 2 - Sick leave is to be utilized for all absences resulting from an employee's illness or injury, or that of a minor child. Sick leave may be utilized for absences due to illness or injury of the employee's spouse, adult child, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, up to 160 hours per 12 month period, beginning July 1 of each year, pursuant to M.S. 181.9413.

Subd. 3 - The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness or injury, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 4 - Unused sick leave days may accumulate without limit.

Subd. 5 - Employees with accrued sick leave in excess of 142 days will be paid out for up to six days of unused sick leave at the end of each school year. The number of days paid shall be based on the number of leave days exceeding 142, and will be paid at a daily rate of \$260 for full time employees. Payment of such days shall be made no later than July 30 of each year.

Subd. 6 - For the duration of the 2022-2024 Agreement, and until the 2024-2026 Agreement is ratified, this Subd. shall be replaced by the Sick Leave Bank MOU at the end of this Agreement. On or about January 15 of each year, the business office will contact members for voluntary donations of unused sick leave days to establish and maintain a paid sick leave bank up to 250 days. Employees may donate a maximum of two days per year to the bank. If a member of the bargaining unit runs out of sick leave due to serious illness, they may submit a request to the Director of Human Resources, to use up to ten days of leave from the sick leave bank.

Section 3 - Bereavement Leave

Subd. 1 - Up to five days per occurrence of paid leave may be granted for death in the employee's immediate family.

Subd. 2 - For purposes of this Section, immediate family shall be defined as the employee's spouse, child, parent/guardian, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, spouse's grandparent, grandchildren, stepparent, or guardian, domestic partner, or domestic partner's parent.

Section 4 - Jury Duty and Other Legal Commitments

Subd. 1 - Employees called for jury duty, deposition, subpoena or to give testimony before a court, legal jurisdiction or administrative proceedings shall be granted a leave of absence unless the employee is party to a court action against the District, is a complainant in an action against the District, or is a participant in an action on behalf of the exclusive representative and/or is the subject in a criminal, civil and/or personal legal accusation.

Subd. 2 - The employee shall receive full pay for this type of absence less jury duty and/or consultant pay, exclusive of expenses.

ARTICLE VII - EMPLOYMENT PRACTICES

Section 1 - Emergency Closings

In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, please refer to the District's School Closing & Provisions Guidelines, located on the School District Webpage.

Section 2 - Work Stoppage

In the event of a strike or work stoppage by other employees, it is mutually agreed that employees covered by this agreement shall be on duty and carry out policy, rules and assignments as may be directed by the employer. The employer reserves the right to make whatever directives deemed appropriate for the operation or protection of district programs and facilities.

ARTICLE VIII - REIMBURSEMENTS, DUES, AND ALLOWANCES

Section 1 - Payment of Dues

The School District will contribute a sum not to exceed \$1,500 per year toward payment of professional dues.

Section 2 - Continuing Education Allowance.

The School District will contribute a sum not to exceed \$1,000 annually towards approved professional course work.

Section 3 - Mileage Reimbursement

The School District will pay the federal mileage reimbursement rate for personal vehicles used in connection with School District business.

ARTICLE IX - INSURANCE

Section 1 - Eligibility for Benefits

Each employee may only be covered under one policy under each of the District's insurance plans, i.e. health and dental. If the employee is covered by this agreement, and his/her spouse are both covered by the District medical insurance plan, the District will contribute the full cost of single insurance for each employee. If both spouses are covered by the District medical insurance plan and have a dependent, the District will make a maximum monthly contribution equal to the family contribution for the employee carrying the family coverage policy, plus the single premium for the non-policy holding spouse, not to exceed the actual cost of the insurance premium.

Section 2 - Health and Hospitalization

Subd. 1 - The district shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for, and are enrolled in, the District's group health and hospitalization plan.

Subd. 2 - The amount provided by the District shall be as follows, however, the amount shall not exceed the actual cost of the insurance premium:

Non-High Deductible (Comp Basic)

Effective July 1, 2022: Up to \$2,120.50 per month

High Deductible/VEBA

Effective July 1, 2022: Up to \$1,921 per month

Subd. 3 - For full-time employees participating in the single high deductible/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:

Effective July 1, 2022: \$100.00 per month

Subd. 4 - For full-time employees participating in the family high deductible/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:

Effective July 1, 2022: \$200.00 per month

Subd. 5 - The annual VEBA contribution will be divided equally over the number of payrolls the employee is paid each year.

Subd. 6 - For the 2023-2024 plan year (through June 30, 2024) an employee shall experience an increase in deduction for family of no more than \$15.00 per month.

Subd. 7 - In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

Section 3 - Dental Insurance

Subd. 1 - The district shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for, and are enrolled in, the District's group dental plan.

Subd. 2 - The amount provided by the District shall be as follows, however, the amount shall not exceed the actual cost of the insurance premium:

Effective July 1, 2022: \$137.45 per month

Section 4 - Life Insurance

The School District will provide a group term life and AD & D insurance policy in the amount of \$150,000 for each employee who qualifies for, and is enrolled in, the life insurance plan.

Section 5 - Long Term Disability (LTD) Insurance

Subd. 1 - The School District will pay the full cost of a Long Term Disability Insurance plan for each eligible employee enrolled in the plan.

Subd. 2 - Employees who are totally disabled shall be allowed to continue on the District's medical insurance plan at the same cost as provided for active employees.

Subd. 3 - Employees are required to apply for Medicare at the time they become eligible. Failure to do so may result in termination of benefits back to the date the employee became eligible. Medical insurance benefits provided by the District shall end on the date the employee becomes covered by Medicare.

Section 6 - Disclaimer

The eligibility for the payment of claims for insurance benefits described in this Article shall be governed solely by the terms of the insurance policies purchased by the School District. The School Board's only obligation is to provide and administer benefits as negotiated. No claims, other than those arising from District error or undue influence, shall be made against the School District as a result of denial of insurance benefits by an insurer.

Section 7 - Physical Examination

Administrators may, if desired, have an annual physical examination at School District expense with a limit of \$400 per year to cover non-reimbursable medical costs.

ARTICLE X - MATCHING DEFERRED COMPENSATION

Section 1 - Eligibility

Subd. 1 - Eligibility: Employees who are regularly employed with the school district shall be eligible to participate in a 403(b)/457 matching contribution plan pursuant to M.S.356.24.

Section 2 - 403(b)/457 Matching Plan

Subd. 1 - Employees shall be entitled to a matching District contribution to a tax deferred account, subject to State and Federal law on the following basis:

<u>Years of Actual Service Completed In District 200</u>	<u>Maximum Annual Match</u>
0 - 4	2.5% of annual salary
5 - 9	3.0% of annual salary
10 +	3.5% of annual salary

Subd. 2 - Annual matching contributions shall not exceed \$5,500 annually, or a lifetime maximum of \$70,000.

Subd. 3 - District match eligibility shall be determined on July 1 each year. Eligibility will be based on actual number of years completed at the time eligibility is determined.

Subd. 4 - The district contribution will begin when the employee establishes participation in an eligible investment program as defined by statute. The district match cannot be accumulated on a retroactive basis.

Subd. 5 - Changes to or initial entry into the plan shall occur on the first pay day following the date a salary reduction authorization is received by the Human Resources Department.

ARTICLE XI - RETIREE INSURANCE CONTRIBUTION

Section 1 - Health Care Saving Plan

Employees who have completed at least ten years of continuous service and are at least 55 years of age shall receive a lump sum dollar amount that will be placed into the employee's Minnesota Health Care Savings Plan account. The lump sum dollar amount will be determined by multiplying the cost of the Comp Basic single premium insurance cost for the last year in which the employee worked times the number of years until the individual reaches the age of 65, to a maximum of eight years.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 1 - Definitions

Subd. 1 - Grievance: A grievance shall be defined as a complaint by an employee based on an alleged violation, misinterpretation, or inequitable application of any of the terms of this agreement.

Subd. 2 - Days: Days for purposes of this Article shall mean working days.

Subd. 3 - Representative: Representative shall mean any person designated by the employee, an administrator, or the School Board, to act on their behalf.

Section 2 - Time Limits

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

Subd. 2 - If the employee does not file a grievance, in writing as defined herein, within 20 days after the employee knew or should have known of the act or condition on which the grievance is based, or within 30 days after informal procedures are initiated, whichever is less, the grievance shall be considered waived.

Subd. 3 - Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act or event, for which the designated period of time begins to run shall not be included.

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

Subd. 5 - Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 3 - Informal Procedures

If an employee feels that he/she has a grievance, he/she shall first discuss the matter with his/her supervisor to whom he/she is directly responsible, in an effort to resolve the problem informally.

Section 4 - Formal Procedures

Subd. 1 - Level One - If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal grievance in writing to the supervisor.

Subd. 2 - The supervisor shall, within five days, render a decision and the reason therefore in writing to the aggrieved person.

Subd. 3 - Level Two - If the aggrieved person is not satisfied with the disposition of the grievance at Level One, he/she may appeal the grievance to Level Two by filing a written appeal with the Superintendent within ten days of receipt of the written decision at Level One.

Subd. 4 - The Superintendent or designee shall arrange a meeting with the aggrieved person within ten days of receipt of the written appeal to discuss the grievance.

Subd. 5 - The Superintendent or designee shall issue a decision, and the reasons therefore, in writing to the aggrieved person within ten days of the meeting.

Subd. 6 - Level Three - If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, he/she may appeal the grievance to Level Three by filing a written appeal with the chairperson of the School Board within ten days of receipt of the written decision at Level Two, or twenty days after the Level Two meeting, whichever is sooner.

Subd. 7 - The School Board or a committee thereof, shall meet with the aggrieved party and the Association upon request, to discuss the grievance. Such meeting, if requested, shall be conducted informally, and all parties may present written and oral evidence, arguments and positions relating to the issues of the grievance.

Subd. 8 - The School Board shall issue its decision, and the reasons therefore, in writing to the aggrieved person within ten days of the meeting, or if no meeting is held, within twenty days of receipt of the written appeal.

Section 5 - 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 the Agreement or to enforce the award of an arbitrator.

ARTICLE XIII - DURATION

Section 1 - Duration

Subd. 1 - This agreement shall remain in full force and effect for a period commencing on July 1, 2022, through June 30, 2024. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Subd. 2 - In the event a new Agreement is not in effect on July 1, 2024, all compensation and working conditions shall remain in effect as set forth in this Agreement until a successor Agreement is affected.

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

For Administrators Association
Hastings, Minnesota 55033



Missy Williams
Association Representative

For Independent School District No. 200
1000 11th Street West
Hastings, Minnesota 55033



Brian Davis
Chairperson



Robert McDowell
Superintendent



Date



Date

APPENDIX A - SALARY PROGRAM

Grade 18

Director of Community Ed and Communications
Director of Finance and Operations*
Director of Human Resources
Director of Special Services
Director of Teaching and Learning

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
2022-2023	\$107,069	\$115,063	\$123,056	\$131,050	\$139,044	\$147,037	\$155,031
2023-2024	\$109,211	\$117,364	\$125,517	\$133,671	\$141,825	\$149,978	\$158,131

Grade 17

None

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
2022-2023	\$96,423	\$103,601	\$110,777	\$117,955	\$125,132	\$132,309	\$139,486
2023-2024	\$98,352	\$105,673	\$112,993	\$120,314	\$127,634	\$134,956	\$142,276

Grade 16

Assistant Director of Special Services
Director of Technology and Student Systems**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
2022-2023	\$87,650	\$93,862	\$100,073	\$106,285	\$112,498	\$118,710	\$124,921
2023-2024	\$89,403	\$95,739	\$102,075	\$108,411	\$114,748	\$121,084	\$127,420

Note: All positions are 52 weeks.

* This position is graded at Grade 19. Position will remain at Grade 18 until such time as position classification study is complete.

**This position is grandfathered at Grade 16. At such time as the position becomes vacant, it will be posted at Grade 15.

Administrative Educational Credit:

Doctorate Degree = \$1,000 added to base salary
Specialist Degree = \$500 added to base salary

Administrative educational credit will be pro-rated based on FTE.

Additional salary for administrative educational credit is not cumulative.

MEMORANDUM OF UNDERSTANDING SICK LEAVE BANK

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and the District Administrators (hereinafter referred to as the "Association").

WHEREAS, the District and the Association mutually agree that there is benefit in maintaining a Sick Leave Bank for employees of the District; and

WHEREAS, during the period of this MOU, Article VI, Section 2, Sick Leave, Subd. 6, of the Master Agreement shall be suspended and the terms of the Sick Leave Bank provided in this MOU will apply.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that the terms of the Sick Leave Bank shall go into effect upon the ratification of the 2022-2024 Master Agreement and continue until the ratification of the 2024-2026 Master Agreement, with the following terms:

1. Purpose

- a. The purpose of the Sick Leave Bank is to provide additional sick leave to those employees who have exhausted their paid leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.

2. Membership

- a. Employees shall contribute a maximum of one day of sick leave during the donation period to be eligible for the Sick Leave Bank.
 - i. Employees who do not contribute one sick day to the Sick Leave Bank during the donation period shall not be eligible to use leave from the bank.
- b. Employees shall be offered the opportunity to join the Sick Leave Bank during donation periods. Employees will be notified 15 days in advance of scheduled donation periods.
- c. Employees hired after the enrollment period shall be eligible to join the Sick Leave Bank within 15 days of their employment start date.
- d. Employees returning from a leave of absence shall be eligible to join the Sick Leave Bank within 15 days of their return from leave.
- e. Leave contributed to the Sick Leave Bank is not taxed or tax deductible to the donor, is non-refundable, and contributions are irrevocable.
- f. If at any time the balance in the Sick Leave Bank goes below 20 days, the District will organize a donation period.

3. Qualification

- a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick leave accrual, and other paid leave available to them (i.e. essential leave, vacation, etc.), and
- b. To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Bank, the employee must:
 - i. Need leave to meet the waiting period for Long Term Disability; or

- ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
 - iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or
 - iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and
 - c. Written verification by the attending physician is required.
- 4. Maximum Eligibility
 - a. Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences.
- 5. Exclusions
 - a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.
 - b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.
 - c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.
- 6. Part-time Employees
 - a. Employees who are part of the plan and work less than full time shall be eligible for benefits only for the pro-rata portion of the work day for which they are employed.
- 7. Administration
 - a. A member must apply for benefits under the Sick Leave Bank by submitting a written request to the Human Resources Department. Such request must be submitted and approved prior to the use of the leave.
 - b. The Sick Leave Bank will be administered by the Human Resources Department
 - i. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the Association representative, prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for a final determination.
 - ii. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.

