



**MFT ESP Chapter Tentative Agreement Summary
TA Reached Thursday, May 2, 2024**

Sections in this document (linked below):

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CONTRACT SUMMARY

Wage Improvements

Effective July 1, 2024, a 4% cost of living adjustment (COLA) to all cells on the salary schedule.
Effective January 1, 2025, a 6% COLA to all cells on the salary schedule.

Step Movement

Effective July 1, 2024, eligible ESP shall receive two steps on the salary schedule.
Effective July 1, 2025, eligible ESP shall receive annual automatic step increases every July 1.

To be eligible for a step increase in a given job classification, an employee must have worked 110 days in the classification in the preceding fiscal year during which steps are being awarded. Days worked in summer school shall not count towards step advancement.

Longevity Pay

Effective July 1, 2023, employees shall qualify for the following amounts on top of their base wage on July 1st of the fiscal year in which they will have completed the total years of service listed below. MPS typically pays out retro checks (for longevity pay in this case) within 1-2 months of ratification.

- 10 years of service: \$0.24 per hour
- 15 years of service: \$0.48 per hour

- 20 years of service: \$0.96 per hour
- 25 years of service: \$1.44 per hour
- 30 years of service: \$2.00 per hour
- 35 years of service: \$2.50 per hour
- 40 years of service: \$3.00 per hour

Sick Time Accrual for Summer School and Bus Aide Hours

Establishes sick time accrual for **all** hours worked including overtime, bus aide hours, and summer school hours.

Shortened School Year

ESP will be kept whole relative to the three (3) fewer student contact days agreed upon in the teacher chapter contract.

Longer Student Day

ESP who follow the bell-to-bell schedule shall receive the benefit of the additional 10 minutes added to the student contact time.

Credit for Previous Experience

Eliminates language giving initial placement credit to teachers hired with previous experience earned in employment within the Minneapolis Public Schools as an Educational Support Professional. The language will be stricken from the ESP contract, and can be found in Article 7.4.9 of the teacher chapter contract.

Religious and Cultural Observances

Replaces two (2) days charged to vacation, sick, or compensatory time for religious observance with one (1) day for religious and cultural observances that is not charged vacation, sick, or compensatory time.

Salary Upon Demotion and Layoff

Simplifies language and specifies employees will not be paid less than their current rate when demoted to a classification with a lower salary range.

Early Childhood Family Education / Reduction in Force

ESP assignments in ECFE are no longer limited to 23 hours a week. References to layoff have been replaced with excessing.

Annual Work Year Calendar

Requires MPS to issue an ESP-specific calendar and a Minneapolis Kids specific calendar for the following year no later than the last duty day of the current year. The calendar shall

include the dates of non-duty days and non-student contact days, staff development days and other relevant information.

Professional Development Advisory Committee

The committee shall meet quarterly rather than monthly going forward.

Ongoing Professional Development

Maintains previous language related to ESP professional development, but strikes language mandating a doctor's note for sick leave on a professional development day.

Leaves of Absence

Retains language that continues to support ESPs who struggle with substance addiction. Retains the ability to use leave for union business, education, school conferences and activities, and medical leave when an employee has exhausted all sick time.

Updates family language to include LGBTQ+ identities. Updates language to mirror current practices with jury duty leave.

Removes language that details district responsibility to give employees approval/denial of a leave of absence because it is already covered in employment law.

WAGE CHARTS

WAGE CHART EFFECTIVE JULY 1, 2024

Group A	Step					
	1	2	3	4	5	6
School Success Program Assistant ESP Mentor ESP Resident	\$29.56	\$30.50	\$31.45	\$32.35	\$33.33	\$35.30
Group B	Step					
	1	2	3	4	5	6
Avid Assistant, Lead Avid Assistant Educational Sign Language Interpreter Intervener Occupational Therapy Assistant Physical Therapy Assistant Site Coordinator, Gear Up Speech Language Pathology Assistant	\$26.43	\$27.07	\$27.75	\$28.44	\$29.14	\$30.79
Group C	Step					
	1	2	3	4	5	6
Associate Educator Special Education Assistant Bilingual Program Assistant Education Assistant Family and Community Liaison Family Learning Child Care Worker	\$24.87	\$25.49	\$26.12	\$26.78	\$27.45	\$28.15
Group D	Step					
	1	2	3	4	5	6
Mpls Kids Child Care Assistant Family Learn. Ass't Child Care Worker Family Learning Child Care Helper	\$18.74	\$19.52	\$20.26	\$21.08	\$21.78	\$22.80

WAGE CHART EFFECTIVE JANUARY 1, 2025

Group A	Step					
	1	2	3	4	5	6
School Success Program Assistant ESP Mentor ESP Resident	\$31.33	\$32.33	\$33.34	\$34.30	\$35.33	\$37.42

Group B	Step					
	1	2	3	4	5	6
Avid Assistant, Lead Avid Assistant Educational Sign Language Interpreter Intervener Occupational Therapy Assistant Physical Therapy Assistant Site Coordinator, Gear Up Speech Language Pathology Assistant	\$28.01	\$28.70	\$29.41	\$30.15	\$30.89	\$32.64

Group C	Step					
	1	2	3	4	5	6
Associate Educator Special Education Assistant Bilingual Program Assistant Education Assistant Family and Community Liaison Family Learning Child Care Worker	\$26.36	\$27.02	\$27.69	\$28.39	\$29.09	\$29.84

Group D	Step					
	1	2	3	4	5	6
Mpls Kids Child Care Assistant Family Learn. Ass't Child Care Worker Family Learning Child Care Helper	\$19.87	\$20.69	\$21.47	\$22.35	\$23.08	\$24.16

WAGE AND CLASSIFICATION MOVEMENT CHART

Wage movement chart for those currently employed that factors in step movement and percentage raises:

Group A	Current Step	Current Pay Rate	07/01/2024: 4% Increase & Advance 2 Steps	01/01/2025: 6% Increase	07/01/2025: Advance 1 Step
School Success Program Assistant ESP Mentor ESP Resident	1	\$28.42	\$31.45	\$33.34	\$34.30
	2	\$29.33	\$32.35	\$34.30	\$35.33
	3	\$30.24	\$33.33	\$35.33	\$37.42
	4	\$31.11	\$35.30	\$37.42	\$37.42
	5	\$32.05	\$35.30	\$37.42	\$37.42
	6	\$33.94	\$35.30	\$37.42	\$37.42
Group B	Current Step	Current Pay Rate	07/01/2024: 4% Increase & Advance 2 Steps	01/01/2025: 6% Increase	07/01/2025: Advance 1 Step
Avid Assistant, Lead Avid Assistant Educational Sign Language Interpreter Intervener Occupational Therapy Assistant Physical Therapy Assistant Site Coordinator, Gear Up Speech Language Pathology Assistant	1	\$25.41	\$27.75	\$29.41	\$30.15
	2	\$26.03	\$28.44	\$30.15	\$30.89
	3	\$26.68	\$29.14	\$30.89	\$32.64
	4	\$27.35	\$30.79	\$32.64	\$32.64
	5	\$28.02	\$30.79	\$32.64	\$32.64
	6	\$29.61	\$30.79	\$32.64	\$32.64
Group C	Current Step	Current Pay Rate	07/01/2024: 4% Increase & Advance 2 Steps	01/01/2025: 6% Increase	07/01/2025: Advance 1 Step
Associate Educator Special Education Assistant Bilingual Program Assistant Education Assistant Family and Community Liaison Family Learning Child Care Worker	1	\$23.91	\$26.12	\$27.69	\$28.39
	2	\$24.51	\$26.78	\$28.39	\$29.09
	3	\$25.12	\$27.45	\$29.09	\$29.84
	4	\$25.75	\$28.15	\$29.84	\$29.84
	5	\$26.39	\$28.15	\$29.84	\$29.84
	6	\$27.07	\$28.15	\$29.84	\$29.84

Group D	Current Step	Current Pay Rate	07/01/2024: 4% Increase & Advance 2 Steps	01/01/2025: 6% Increase	07/01/2025: Advance 1 Step
Mpls Kids Child Care Assistant Family Learn. Ass't Child Care Worker Family Learning Child Care Helper	1	\$18.02	\$20.26	\$21.47	\$22.35
	2	\$18.77	\$21.08	\$22.35	\$23.08
	3	\$19.48	\$21.78	\$23.08	\$24.16
	4	\$20.27	\$22.80	\$24.16	\$24.16
	5	\$20.94	\$22.80	\$24.16	\$24.16
	6	\$21.92	\$22.80	\$24.16	\$24.16

CONTRACT LANGUAGE

Wage Proposal (Cost of Living Adjustments and Steps)

Effective July 1, 2024, eligible ESP shall receive two steps on the salary schedule.

Effective July 1, 2024, a 4% cost of living adjustment (COLA) to all cells on the salary schedule.

Effective January 1, 2025, a 6% COLA to all cells on the salary schedule.

Step Movement: Effective July 1, 2025, eligible ESP shall receive annual automatic step increases.

Eligibility: To be eligible for a step increase in a given job classification, an employee must have worked 110 days in the classification in the school year preceding the fiscal year during which steps are being awarded. Days worked in summer school shall not count towards step advancement.

Longevity Pay

Effective July 1, 2023, employees shall qualify for the following amounts on July 1st of the fiscal year in which they will have completed the years of service listed below.

- 10 years of service: \$0.24 per hour
- 15 years of service: \$0.48 per hour
- 20 years of service: \$0.96 per hour
- 25 years of service: \$1.44 per hour
- 30 years of service: \$2.00 per hour
- 35 years of service: \$2.50 per hour
- 40 years of service: \$3.00 per hour

Summer School

As required by the Minneapolis and Minnesota Earned Sick and Safe Time laws, sick time accrues for all hours worked, encompassing overtime, bus aide duties, and summer school hours, ensuring compliance with or surpassing the specified legal benchmarks. In the event of a repeal or amendment of the law, this provision will be revised to harmonize with the prevailing local, state, or federal legislation

Religious and Cultural Observances

~~Religious Observances: Up to two (2) days one (1) day per calendar year, charged to accrued vacation, sick leave, or compensatory time, may be used for religious or cultural observances when school is in session. The employee must notify the employer at least ten calendar days in advance of the religious holiday of their intent to observe such holiday. The employer may waive this ten calendar day requirement if the employer determines that absence of such employee will not substantially interfere with the employer's function.~~

Credit for Previous Experience

~~Credit for previous Experience: Also, in an effort to promote career development for Educational Support Professionals, the Minneapolis Federation of Teachers, Local 59, has amended its contract, Article 7.4.9, Credit for Experience as an Educational Support Professional (ESP), to state:~~

~~Beginning the 1998-1999 school year, teachers hired with previous experience earned in employment within the Minneapolis Public Schools as an Educational Support Professional, and whose work directly supported student instruction through contact with students and families, as determined by the district, shall be credited at the rate of one (1) year credit for each two (2) full years of employment in the District up to a maximum of five (5) years credit provided this experience is gained within the past ten (10) years.~~

Salary upon Demotion and Layoff

~~When an employee is demoted into a classification with a lower salary range, the salary shall be set at the step of the new classification rate paid to the employee in the classification into which they have demoted shall be equal to the salary step within the salary range which is closest to, but not below which does not exceed, the previous salary rate paid to the employee in the classification from which they demoted.~~

Probation and Voluntary Transfer

All Education Support Professionals must complete an initial one hundred thirty (130) working day probationary period to be considered for voluntary transfer.

Early Childhood Family Education / Reduction in Force

19.15 Early Childhood Family Education:

- 19.15.1 Application: This provision applies only to the Educational Support Professional positions in the Early Childhood Family Education (ECFE) program, and shall not serve as a precedent.
- 19.15.2 Work Assignment Description: All ECFE ~~EA~~ employees shall be hired for a minimum of twenty (20) hours/week assignments. Scheduling of work assignments in this non-traditional program may require scheduling of staff to provide instruction in blocks of time based on programmatic needs, including mornings, afternoons, evenings and weekends. ECFE administration shall establish the schedule for each EA employee each semester.
- 19.15.3 Reduction in Force: Each EA employee will have a basic assignment no less than twenty (20) ~~and no more than twenty-three (23)~~ hours per week. If a reduction in force is needed, the least senior person shall be ~~laid-off.~~ excessed. The ~~layoff excess~~ shall be implemented at the end of the year ~~a semester if a lay off is~~ if necessary.
- ~~19.15.4 Hours Added: When it is necessary to add hours for a semester the hours will be offered in seniority order by program team at work sites. Hours that are added are not considered part of the employee's base assignment which remains a constant twenty (20) to twenty three (23) hours.~~
- ~~19.15.54~~ 19.15.4 Overtime: Overtime is paid based on a forty (40) hour work week.

Professional Development Advisory

6.7 Professional Development Advisory Committee: The parties recognize that ongoing, high quality professional development is essential to maintaining a quality workforce that can meet the needs of our students. The parties will jointly establish a Professional Development A...

6.7.1 The Committee will be made up of (6) members appointed by the Union, and four (4) members appointed by the district. The parties, ~~through mutual agreement,~~ may also invite people to Committee meetings to provide expertise and background relating to various issues being discussed by the Committee. ~~All committee members will be appointed within thirty (30) days of ratification of the 2015-2017 collective bargaining agreement, and the Committee shall meet within sixty (60) days of ratification.~~

6.7.2 The Committee will initially meet ~~monthly~~ quarterly, unless mutually agreed.
~~The Committee will have the flexibility to determine their meeting schedule as needed.~~
Meetings shall occur during the work day and employees will be compensated for their attendance.

Ongoing Professional Development

6.4 Educational Support Professionals may use accumulated vacation leave on staff development days for any portion of that day that is within their regularly scheduled

hours but during which there is no professional development offering. Employees may use accumulated sick leave for purposes of illness. Sick leave shall be granted as outlined in Article 10, Sick Leave; and shall be subject to approval and verification by the District. ~~The District may require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave.~~

New Classification - Salary

...Balance upon Transfer: When an employee transfers from one site or department to another site or department, any compensatory time balance will be paid to the employee and charged to the budget of the site or department the employee is leaving.

Annual Work Year Calendar:

a. **Description:** Annually no later than the last duty-day, the Superintendent ~~or their designee~~ shall issue a ~~clarification letter regarding budgeted days for~~ calendars, a general Educational Support Professionals calendar and a Minneapolis Kids specific calendar, for the next school year.

b. **Information Included:** The ~~letter~~ calendars shall include the number of duty days, starting and ending dates of the duty year school year, and the dates of non-duty days and holidays for the school year, ~~days and dates of other budgeted days to include four (4) or more paid staff, as well as non-student contact days, staff development days, annually and other relevant calendar or budgetary information.~~

c. **Staff Development Days:** Effective July 1, 2014, the certification letter shall include four (4) ~~or more paid staff development days.~~

d. Definition of Normal Work Year: The student contact days of the school year combined with the information contained in this ~~letter~~ calendar shall define the normal work year for Education Support Professionals.

e. ~~Intent: The intent of the letter is to assist building Administrators in planning for effective usage of these budgeted days for professional development activities or other school based activities involving Educational Support Professionals.~~

f. ~~Non-Student Contact Days: The letter shall identify the number of non-student contact days budgeted for members of this bargaining unit.~~

g. ~~Communication: This letter shall be issued to all building Administrators, building secretaries, and the Union.~~

h. Summer School Calendar will be posted at the time of summer school job postings.

Leaves of Absence

7.1 9.1 General:

~~7.1.1 9.1.1~~ **9.1.1 Leave Request and Approval:** Except as otherwise provided in this Agreement, or as required by law, written requests for leave of absence shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. ~~All leaves of absence without pay shall be granted at the discretion of the Employer and must be approved by the Employer in advance. Upon application by the employee, leaves of absence may be extended or renewed at the discretion of the Employer.~~ The appropriate Leave of Absence Request form is available online at the Human Resources page of the MPS website (www.mpls.k12.mn.us www.mpschools.org).

~~a. Authorization for eligibility approval or denial of a requested leave of absence without pay of more than ten (10) working days duration shall be furnished to the employee in writing by the Employer within seven (7) working days five (5) business days of its receipt as detailed in 29 CFR § 825.300. All leave of absence requests shall be given reasonable consideration by the Employer.~~

~~7.1.2 9.1.2~~ **9.1.2 Deductions from leave balance:** Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis.

~~a. **Leave Accrual During Leave:** **During leave with pay:** Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue.~~

b. **During leave without pay:** If an employee is granted leave without pay, they will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave.

~~7.1.3~~ **9.1.3 Cancellation of Leave by Employer:** The Employer, upon prior notice to the employee, may cancel any approved leave of absence at any time the Employer has evidence that the employee is using the leave for purposes other than those specified at the time of approval.

~~7.1.4~~ **9.1.4 Leave for Outside Employment:** No leave of absence without pay shall be granted for the purpose of accepting other employment outside the District.

~~7.1.5~~ **9.1.5 Unauthorized or Unapproved Leave:** Any absence of an employee from scheduled duty that has not been previously authorized by the Employer may be deemed an absence without approved leave. Any employee absent without approved leave ~~will~~ may be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days may be deemed to have resigned their employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence if the employee can conclusively establish to the Employer that the circumstances surrounding the absence and failure to request leave were beyond the employee's control.

~~7.1.6~~ **9.1.6 Family Medical Leave Act.** The Family Medical Leave Act (FMLA) of 1993 provides additional rights while on leave of absence. Employees may take up to twelve (12) weeks of leave (per 12 month rolling year) to care for a spouse/child/parent, care for oneself, or due to birth/adoption of a child or foster child. Health insurance costs would be the same as if the employee was actively working for that twelve (12) week period as defined in Article 14, Group Insurance Benefits. To determine if a leave under the provisions of the Family and Medical Leave Act will be paid or unpaid leave of absence contact the school district Employee Benefits Department.

~~7.2~~ **9.2 Return from Leave:**

~~7.2.1~~ **9.2.1 Intent to Return from Leave:** ~~Prior to returning from a leave of absence, the employee must indicate their intent to return to the district by submitting the designated form(s) (available online at www.mpls.k12.mn.us).~~ If returning from a leave of six or more months, employees shall submit the designated form indicating their intent to return to the district no later than March 15 of the school year preceding the school year they intend to return. ~~An employee on an approved leave of absence is required to receive authorization from Human Resources for an extension.~~

~~7.2.2~~ **9.2.2 Return from Leave- Medical: Forms and Documentation:** All employees returning from a leave shall submit the designated form(s) directly to the Human Resources Department. ~~If returning from a leave of six months or less, the form(s) shall first be signed by~~

~~the Leaves of Absence 23 principal/supervisor.~~ Employees returning from a medical ~~or maternity~~ leave shall submit the designated form(s) indicating their intent to return to work, along with the appropriate form(s) from their physician indicating that they have medical clearance to return to work, at least five (5) business days in advance of their return date.

~~7.2.3~~ **9.2.3 Assignment upon Return:** Any employee returning from an approved leave of absence as covered by this article who has complied with all the conditions upon which the leave was approved shall:

a. Be returned to the assignment held at the time the leave was granted if the leave was for a period of up to six (6) months duration, or

b. In the event the assignment held at the time the leave was granted has been abolished, the employee shall be reassigned to a vacant position for which qualified in the classification and department from which leave was granted, or

c. In the event no vacancy exists in the classification from which leave was granted, the employee may either exercise Board of Education seniority to replace the least senior employee in the classification from which the leave was granted, provided the employee is qualified to perform the work of the less senior employee and if mutually agreeable to the employee and the Employer.

~~7.2.4~~ **9.2.4 Salary upon Return:** The salary rate for an employee reinstated following a leave of absence shall be the rate the employee held at the time the leave was granted or such rate as adjusted by a general adjustment to the class.

~~7.3~~ **9.3 Leaves with Pay**

~~7.3.1~~ **9.4.1 General:**

a. ~~**Work Schedule:** Paid leaves of absence under this section shall not exceed the employee's work schedule.~~

b. ~~**Approval of Leave:** Authorization for or denial of a requested leave of absence with pay of more than ten (10) working days duration shall be furnished to the employee in writing by the Employer within seven (7) working days of its receipt. All leave of absence requests shall be given reasonable consideration by the Employer.~~

c. ~~**Deductions from leave balance:** Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis. Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue.~~

d. ~~**Leave for Outside Employment:** No leave of absence with pay shall be granted for the purpose of accepting other employment outside the District.~~

~~7.3.2~~ **9.3.2 Critical Illness or Death in the Family:**

a. Death In the Family:

1) **Immediate Family:** Employees may be granted a leave of absence for up to five (5) days in the event of the death of the employee's ~~mother, father, sister, brother,~~ parent, sibling, spouse, significant other, or child.

2) **Extended Family:** Employees may be granted a leave of absence for up to four (4) days in the event of the death of the employee's aunt, uncle, cousin, niece, nephew, grandparents, grandchildren, ~~mother/father~~ parent -in-law, ~~son/daughter~~ child-in-law, ~~sister/brother~~ sibling-in-law, parents of significant other, spouse's immediate family, anyone who has the position of parent or child, or any person who has been a member of the employee's household immediately prior to the critical illness or death of the individual.

3) **Extended Travel:** Any Educational Support Professional who travels more than 2,000 miles one way for the purpose of a Death in the Family leave will be granted up to two additional paid days of leave per occurrence.

b. **Critical Illness:** Critical illness is defined as an illness that is life threatening, but recovery is possible. Employees may be granted a leave of absence for up to four (4) days in the event of the critical illness of any immediate or extended family member, as defined above. ~~of the employee's mother, father, sister, brother, children, grandchildren, son/daughter in-law, spouse, significant other, parents of spouse, or parents of significant other and anyone who has the position of parent or child, or any person who has been a member of the employee's household immediately prior to the critical illness.~~ Effective July 1, 2012, such leaves shall not exceed fifteen (15) days in a single contract period.

1) **Leave not Deducted from Sick Leave:** Leaves for critical illness and death in the family shall be with pay and shall not be deducted from the employee's sick leave. The District reserves the right to require proof of critical illness or death. Employees will be allowed to use vacation days in conjunction with the paid leave of absence for a death or critical illness of a family member.

2) **Critical Illness or Death of a Friend:** Employees may take up to two (2) days, to be deducted from the employee's sick leave for the critical illness or death of a friend.

~~7.3.3~~ 9.3.3 **Illness, Injury, and Safety Leave – Employee’s Relative** a. Employees are allowed to use accrued sick leave benefits for absences due to an illness of, or injury to, the employee’s relative family members or their annually designated individual, ~~or~~ pursuant to MN Statute 177.50181.9413 (See Additional Information, section 4, at the end of this bargaining agreement).

~~7.3.4~~ 9.3.4 **Military Reserve Training:** In accordance with State and Federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve Training shall receive full wages at their current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) days per calendar year.

~~7.3.5~~ 9.3.5 **Jury Duty and court appearances:** ~~After due notice to the Employer, employees subpoenaed to serve as a witness or called and selected for jury duty, shall be allowed their regular compensation at their current base pay rate for the period the court duty requires their absence from work duty, plus any expenses paid by the court. Such employees, so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the Employer. If an employee is excused from jury duty prior to the end of their work shift, they shall return to work as directed by the Employer or make arrangement for a leave of absence.~~ After due notice to the employer, including requisite documentation, an employee who is required to serve as a juror or subpoenaed to serve as a witness not themselves being party to the proceedings, shall be granted leave at their regular rate of pay for the period the court requires their absence from work. Such employees, so compensated, may keep payments made by the court for requisite expenses such as travel or parking, but shall not be eligible to retain their jury duty pay or witness fees and shall return any such pay received over to the employer. If an an employee is excused from court service prior to the end of the work shift they shall be required to return to work if directed by their supervisor, except in the case where less than (2) hours of their regularly scheduled shift shall remain.

~~7.3.6~~ 9.3.6 **Religious Observances:** ~~Up to two (2) days~~ One (1) day per calendar year, ~~charged to accrued vacation, sick leave, or compensatory time,~~ may be used for religious or cultural observances when school is in session. ~~The employee must notify the employer at least ten calendar days in advance of the religious holiday of their intent to observe such holiday. The employer may waive this ten calendar day requirement if the employer determines that absence of such employee will not substantially interfere with the employer’s function.~~

~~7.3.7~~ 9.3.7 **Personal Leave:** Up to three (3) days per calendar year, charged to accrued sick leave, may be used for personal leave to conduct business or activities that cannot be scheduled on non-duty days and which are not authorized under other leave provisions.

~~7.3.8~~ 9.3.8 **Childcare/Maternity/Adoption Leave: Pregnancy and Parenting Leave:**

Pregnancy and parenting leave may be taken pursuant to the state Pregnancy and Parental Leave Act, the federal Family and Medical Leave Act (FMLA), and effective January 1, 2026, the state Family Medical Leave Act (FMLA), Accrued sick leave may be used for all or part of the leave.

a. ~~A leave of absence shall be granted to an employee for the purpose of providing full-time care for their newborn or newly adopted child or children. Whenever possible, arrangements for such leaves shall be made at least 45 days prior to the starting date of the leave. Arrangements for leaves granted for purposes of adoption shall be made upon official notification of the pending adoption. A planned date of return to duty shall also be arranged at the same time. Changes in the dates planned for commencement or termination of child care leave shall be granted only if requested at least twenty (20) calendar days prior to the originally scheduled date.~~

b. ~~Maternity cases will include a presumption of disability for a period up to six (6) weeks following delivery, provided such time away from work is recommended by the employee's physician. An employee may use sick leave pursuant to the sick leave provision of the agreement during a period of disability.~~

c. ~~The dates of commencement and termination of childcare leave shall be at the discretion of the employee in consultation with their physician, if appropriate, and with the employee's supervisor.~~

d. ~~Leaves granted for maternity, paternity and adoption shall not extend beyond one calendar year. Failure to return to duty upon termination of leave shall be considered grounds for discharge.~~

e. ~~Upon five (5) duty days' notice of intent to return to duty, an employee may return to duty prior to the approved date of termination of leave in the event of interruption of pregnancy or cancellation of adoption.~~

f. ~~In the case of adoption, Educational Support Professionals may use their sick leave for duty days prior to the arrival of an adopted child when the adoption procedures include a legal requirement that the adopting parent be present. Use of sick leave for this purpose shall not exceed the duty days included in the twenty-two (22) days prior to the arrival of an adopted child. Such use of duty days within twenty-two (22) days need not be used consecutively. In addition, Educational Support Professionals may use their sick leave for the duty days included in the twenty-two (22) days following the arrival of the adopted child.~~

~~g. The probationary period shall be extended by a period of time equal to the total number of duty days on leave. A request for child care leave shall not be used as a basis for discharge.~~

~~h. Employees on child care leave for the period not covered under sick leave, may continue the individual health and life insurance programs of the District under the provisions of the Federal Family and Medical Leave Act and if extending beyond the Federal Statute by paying the full premiums regularly as required by the District.~~

~~7.3.9~~ **9.3.9 Chemical Dependency.** Alcoholism and drug addiction will be recognized as an illness.

~~a. Sick leave pay for treatment of such illness will be contingent on four conditions:~~

~~1) the employee is evaluated and determined to be chemically dependent;~~

~~2) the employee undergo a prescribed period of hospitalization, institutionalization, or other agreed to treatment;~~

~~3) the employee, during or following the above care, participates in a planned program of treatment and rehabilitation; and~~

~~4) the employee participates in the planned aftercare program. The program plan must be approved by the Human Resources Department. b. Disciplinary Action: Chemical dependency shall not be accepted as a sole cause for disciplinary action. However, refusal of prescribed treatment by an employee, continued instances of poor job performance following treatment for, or use of, or appearing under the influence of, mood-altering chemical on the job shall be a basis for disciplinary action, including discharge.~~

~~b. a. Disciplinary Action: Chemical dependency shall not be accepted as a sole cause for disciplinary action. However, refusal of prescribed treatment by an employee, continued instances of poor job performance following treatment for, or use of, or appearing under the influence of, mood-altering chemical on the job shall be a basis for disciplinary action, including discharge.~~

~~7.3.10~~ **9.3.10 Leave Benefits and Workers Compensation Leave Benefits:** Any employee who by reason of sickness or injury receives worker's compensation benefits may do either of the following:

a. Retain the worker's compensation benefits and request to be placed on medical leave of absence without pay, or

b. Retain the worker's compensation benefit and receive from the Board of Education any available earned accumulated sick leave, vacation leave, or other accumulated leave benefit. The total weekly compensation including leave and worker's compensation benefits shall not exceed the regular weekly base pay rate of an employee.

7.4 9.4 **Leaves of Absence Without Pay:**

7.4.1 9.4.1 **General:**

a. Length of Leave: An employee may apply for an unpaid leave of absence, not to exceed one calendar year, for any reason not otherwise provided in this Agreement.

b. **Approval:** All leaves of absence without pay shall be granted at the discretion of the Employer and must be approved by the Employer in Advance.

1) Authorization for or denial of a requested leave of absence without pay of more than ten (10) working days duration shall be furnished to the employee in writing by the Employer within seven (7) working days of its Leaves of Absence receipt. All leave of absence requests shall be given reasonable consideration by the Employer.

~~c. **Leave Accrual During Leave:** If the employee is granted leave without pay, they will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military reserve training leave.~~

d. **Leave for Outside Employment:** No leave of absence without pay shall be granted for the purpose of accepting other employment outside the District.

7.4.2 9.4.2 **Military Leave:** Military Leave approved by the Employer in writing for a specific duration shall not be subject to cancellation. State and/or federal law may provide for additional leave and/or benefits or rights related to military leave. Contact the Human Resources Department for further information.

7.4.3 9.4.3 **Union Business Leave:** Where applicable, employees may be granted a leave of absence for purposes of Union business in accordance with M.S. 179.66, Subd. 10. Union leaves approved by the Employee Relations Department, in writing, for a specific duration shall not be subject to cancellation.

7.4.4 9.4.4 **Educational Leave:** Educational leave approved by the Employer in writing for a specific duration shall not be subject to cancellation.

~~7.4.5~~ 9.4.5 **School Conference and Activities Leave:** An employee may be granted up to a total of sixteen (16) hours of unpaid leave during any school year to attend school conferences or classroom activities related to the employee's dependent(s), provided such conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide at least three (3) days written notice of the leave and make a reasonable effort to schedule leave so as not to disrupt unduly the operations of the Employer. The employee may substitute vacation or compensatory time for this purpose according to the provisions of Article 11.

~~7.4.6~~ 9.4.6 **Medical Leave:** An employee who, because of a disability, has exhausted all sick leave benefits may be granted a medical leave of absence without pay. The seniority status of a disabled employee who is granted a medical leave of absence shall be determined in accordance with the provisions of Article 16, "Seniority".

~~a. **Documentation Required:** An employee requesting a medical leave of absence without pay shall be required to furnish conclusive evidence of disability to the Employer. If the employee fails to furnish conclusive evidence that the absence from duty is necessary or if the employee fails to undergo an evaluation or furnish a medical report as requested by the Employer in accordance with Article 12, "Fitness for Duty", the Employer shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, the employee may be considered to have resigned in accordance with Article 9.1.5.~~

~~7.4.7 **Private Litigation:** Any absence whether voluntary or by legal order to appear or testify in private litigation, not in the status of an employee but as a plaintiff or defendant, shall not qualify for leave under this article and shall be charged against accumulated leave or be without pay. In no event shall an employee be Sick Leave granted a leave of absence with pay to appear or testify in any court proceedings or proceedings conducted by any administrative agency when the employee is a plaintiff, complainant or witness on behalf of a plaintiff or complainant in a proceeding against the Board of Education.~~