

ARTICLE IX -- TEACHER LEAVES

Section 1. Sick Leave Bank and Operation:

Subdivision 1. Statement of Intent: The Sick Leave Bank is expressly intended to be used by any teacher who is incapable of performing duties due to accident or serious illness after they have used their personally accumulated sick leave, and is not intended to be used for any other type of leave provided for in other sections of this contract. No qualifying employee shall be allowed to use Sick Leave Bank if they have fulfilled the waiting period and qualify for income protection as provided elsewhere in this Contract.

Subdivision 2. Membership:

a. The Sick Leave Bank will be composed of teachers covered by this Master Contract and who are under contract for Staples Motley ISD 2170.

b. Teachers on leave (as defined in Article IX, Section 5-15), except for FMLA or medical leave, are not allowed to use the Sick Leave Bank, but will be allowed to use it again upon their return. If, during the leave, the Sick Leave Bank has required a contribution from all members, the teacher returning from the leave must contribute one (1) day within thirty (30) days of returning to work to remain a member.

c. Probationary teachers will not be eligible for membership or use of the Sick Leave Bank until they have completed one year with the district, and one (1) of their accumulated sick leave days has been contributed to the Sick Leave Bank.

Subdivision 3. Qualifications: Teachers who exhaust their personal accumulated sick leave allowance and are experiencing a “medical emergency” shall be allowed to request a withdrawal from the Sick Leave Bank after two days of unpaid leave. All deductions from this bank will be made only with the approval of the School Board or its duly designated representative and the association. The Sick Leave Bank will not be available for any treatment and/or surgery that is considered elective in nature as determined by a qualified physician. Except for FMLA or medical leave, teachers on leave are not eligible to access the Sick Leave Bank. A teacher who is collecting benefits from long term disability or workers compensation will not be eligible to access the Sick Leave Bank.

Any teacher who has drawn from the sick leave bank must remain in the School District for two (2) years after recovering or pay the School District fifty (50) percent of the benefit he/she has drawn. In the case of terminal illness all pay back provisions will be waived.

Subdivision 4. Depletion and Replenishment: The Sick Leave Bank is not allowed to go into a deficit situation. Should the number of days in the Sick Leave Bank fall to less than ten (10), each teacher, excluding first-year probationary teachers, must contribute one (1) sick leave day for the current school year in order to remain a member of the Sick Leave Bank.

Subdivision 5. Non-Tenured Members: It is understood that circumstances may arise where a non-member of the Sick Leave Bank may wish to use the Sick Leave Bank. Such circumstances may include, but are not limited to, a probationary teacher, a teacher on leave, or a teacher who is on medical leave or FMLA and is unable to contribute to the Sick Leave Bank to retain membership. Therefore, a teacher who is a non-member of the Sick Leave Bank experiencing a “medical emergency” may wish to request use of the Sick Leave Bank in the same way that a current member would. The decision to grant any such request will be made by mutual agreement between School Board or its duly designated representative and the association.

Section 2. Sick Leave: Full-time teachers will be granted eleven (11) days of leave of absence with pay at the start of each school year for personal illness, serious illness of a member of the immediate family (employee’s child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent) Minn. Stat 181.9413.

Subdivision 1: The eleven (11) days allowed include discretionary leave as defined in Section 3 below.

Subdivision 2: There is no maximum accumulation of sick days, however, no employee may use sick days once they have met the waiting requirements for and/or qualify for payments from the District’s income protection insurance provided in Article VIII, Section 3, of this Agreement.

Subdivision 3: A teacher who has been absent three (3) or more consecutive days may, at the discretion of the Board, or its representative, be required to furnish a statement from a qualified physician as evidence of illness. Should the Board or its representative desire to exercise this option, the teacher will be so advised and granted a reasonable time in which to comply.

Subdivision 4: Teachers employed during the school year shall be granted pro rata sick leave allowance.

Subdivision 5: Teachers terminating employment during the school year shall be required to reimburse the district for sick leave days taken but not earned. In the event termination of employment results from an illness, judged by competent medical authority to be terminal, this provision will not apply.

Subdivision 6: Sick and discretionary leave may have to be taken in full or one-half day increments, depending on how the administration has to hire a substitute to fill in for a teacher.

Subdivision 7: Childbirth and pregnancy leave is granted under sick leave according to one of the following conditions:

- a. During a pregnancy, a doctor’s written statement will be needed to verify the need for extended leave due to complications with a pregnancy.
- b. Following the birth of a child, the mother will be granted sick leave for any school days during the next six calendar weeks. Thereafter, a statement from a doctor which verifies the need for additional leave for medical reasons will be needed in order for the mother to qualify for additional leave due to the birth of a child.

Section 3. Discretionary Leave with Pay: The School Board agrees to allow each teacher a reasonable number of days of discretionary leave to take care of specific non-recurrent situations that require the teacher’s personal attention, but which cannot be attended to while school is not in session. A teacher who wishes short term (5 days or less) discretionary leave must submit a written request for such leave to the building principal at least three (3) days in advance, unless an emergency exists. A teacher who requests short term discretionary leave may be asked to specify the purpose of the leave. A teacher who wishes long term discretionary leave (6 days or more) shall submit, two (2) weeks in advance, a request in writing to the School Board or its representative. The two (2) weeks advance request may be waived by the Board or its representative. The request for long term discretionary leave shall state the purpose. When a teacher has been allowed discretionary leave with full pay, the days the teacher has used shall be deducted from the teacher’s sick leave. The school board or its designated representative(s) will consider the reason, the timing, and a teacher’s past history in determining whether to deny or allow any particular leave requests. The School Board and/or its designated representatives reserve the right to refuse to grant a teacher discretionary leave.

Section 4. Discretionary Leave With Pay Deduction Schedule: The parties agree that a condition might arise under which, although a teacher would not qualify for leave under the provisions of sections two, or three above, humanitarian or similar motives would justify a teacher’s absence. The school board or its designated representative(s) will consider the reason, the timing, and a teacher’s past history in determining whether to deny or allow any particular leave requests. Should such a situation arise, a teacher may make a written request for leave under this section to the building principal, detailing the circumstances for the request. The School Board or its representative shall have the authority to approve or disapprove such requests. Payroll and sick leave reduction for the requesting teacher shall be made according to the following schedule:

For Teachers With up to Ten (10) Years Experience in the District

Number of Days in a Yr.	Payroll Reduction	Sick Leave Days Reduction
1 – 2	None	One per each day used
3 – 4	\$45.00	One per each day used
5 - 10	\$90.00	None
Over 10	Full Salary Reduction	None

For Teachers With over Ten (10) Years Experience in the District

Number of Days in a Yr.	Payroll Reduction	Sick Leave Days Reduction
1 – 3	None	One per each day used
4	\$45.00	One per each day used
5 - 10	\$90.00	None
Over 10	Full Salary Reduction	None

Subdivision 1. Carryover: Teachers who do not use all of their days allotted with no payroll deduction in this section may carry up to two (2) days to the next school year which could be approved for use without payroll deduction. This could give teachers with up to ten (10) years of experience in the district a total of four (4) days the following year which could be approved for use without payroll deduction and teachers with over ten (10) years of experience in the district up to five (5) days. Teachers needing additional leave days should consider if those leave days would qualify under section three (3) of this article.

Section 5. Bereavement Leave: Bereavement leave will be provided upon the death of a family member. Teachers who have worked at least 60 days will be paid for up to two (2) days pay per occurrence for time lost from work to provide for or attend funerals of immediate family members. Three additional days may be taken, at the teacher’s discretion, for bereavement leave which will be deducted from the teacher’s sick leave. “Immediate family” is defined as the teacher’s spouse, child, parent, spouse’s parent, grandparent, grandchildren, sister, brother, or other significant relative. The two (2) days are calendar work days. For instance, a half-time teacher would get two (2) calendar work days, not four (4) half-days. If additional time is needed, teachers may get extra days approved through the discretionary leave described in section three (3) of this article.

Section 6. Leaves for Professional Positions: A teacher who is elected and/or appointed to an executive position in the Minnesota Education Association or the National Education Association shall be granted a leave of absence without pay as provided in PELRA. Leaves according to this section shall not be deducted from the teacher’s sick leave totals.

Section 7. Association Leave: At the beginning of each school year, the association shall be credited with one-half (1/2) day of leave with full pay per teacher to be used at the discretion of the association by teachers who are officers or agents of the association for conducting the business of the association. The association agrees to notify the school board or its designated representative no less than forty-eight (48) hours in advance, when possible, which of its officers and/or agents plan to use such leave and when the leave will be taken. Leaves according to this section shall not be deducted from the teacher’s sick leave totals.

Section 8. Leaves for Jury Duty: When requested, a teacher may serve on jury duty. The School Board shall pay the teacher full salary, provided that such teacher agrees to return to the board all wages received for serving on jury duty, except for mileage. Leaves according to this section shall not be deducted from the teacher’s sick leave totals.

Section 9. Leaves for Court Hearings: Court leave with pay shall be granted to teachers for the time necessary to make appearance(s) in any court proceeding resulting from “teaching activities,” to fulfill a civic obligation under subpoena, or under conditions in which a subpoena would reasonably be issued by the court. This shall not apply to court proceedings initiated by the teacher or by the association against the district. Leaves according to this section shall not be deducted from the teacher’s sick leave totals.

Section 10. Leaves for Professional Visitations: The School Board agrees to allow teachers to attend and participate in a reasonable number of professional visitations, conventions, conferences, workshops, and other such similar meetings. In all cases, the final decision as to which requests are to be granted will be made by the School Board or its designated representative. The school board agrees to allow teachers it authorizes to attend such events, sufficient leave time with pay to attend and pay a mileage allowance with actual costs of transportation, registration fees, and other reasonable and necessary costs of attending. Leaves according to this section shall not be deducted from the teacher’s sick leave totals.

Section 11. Leaves for Educational and/or Professional Growth:

Subdivision 1. Sabbatical Leave: A teacher who has completed at least five (5) years of service in the district is eligible for a sabbatical leave of up to one academic year to engage in activities which are likely to make the teacher better qualified to perform teaching duties. The following procedures and regulations are applicable:

- a. Applications for sabbatical leave are to be submitted to the Professional Growth Committee (Article VII) who will evaluate them and recommend to the superintendent the applicants to whom it believes leaves should be granted. The superintendent and the board shall decide which applicants are to be granted leave. Applications will normally be submitted before February 1, and shall be acted upon before March 1, of the school year preceding the year of requested leave, although this limitation may be waived in exceptional circumstances. Ordinarily, no more than two (2) teachers may be granted leave during any academic year, but additional leaves may be granted at the discretion of the School Board and the school administration.
- b. In order that all applicants are given equal consideration and in case the number of requests exceeds the limitation, the following criteria will be considered in selecting the candidates for sabbatical leave:
 - 1) The merit of the objectives as they relate to improving the instructional program
 - 2) Years of teaching experience in the district
 - 3) Previous sabbatical leave(s)
 - 4) Reasonable distribution of applicants by schools
 - 5) Evidence to acceptance of the teacher's program or project by the college or university offering the advanced study, research, or degree
- c. A teacher on sabbatical leave shall be paid an allowance of one-half (1/2) the salary they would have received for teaching in the district during that school year and shall also receive one-half (1/2) of qualified fringe benefits. If a teacher is on sabbatical leave for less than an academic year, the teacher's allowance shall be prorated.
- d. A teacher on sabbatical leave may accept scholarships, fellowships, or other financial aids without reduction of sabbatical allowance. A teacher is required to devote full-time to the activities for which the leave was granted, and will submit evidence of this to the school board on return to the district. A teacher's sabbatical allowance shall be reduced appropriately if said teacher does not devote full-time to the activities for which the leave was granted.
- e. A teacher who is granted a sabbatical leave must agree to return and teach two (2) years in the district after completion of the leave. Unless the individual is no longer able to teach for physical or psychological reasons, a teacher who does not return within whatever reasonable time the School Board may specify, must reimburse the district for the sabbatical allowance received while on leave. A teacher who returns for less than two (2) years must repay a prorated portion of the allowance received.
- f. For purposes of determining the step on the salary schedule for which a teacher qualifies, a year of sabbatical leave, or major fraction thereof, shall be counted, except that the sabbatical year will not be counted as a year of teacher experience if, during the leave, the teacher earned graduate credits that qualified the teacher for a higher salary on the basis of educational preparation.
- g. For purposes of determining teachers' eligibility to participate in professional organizations, group insurance plans (should they decide to pay their own way), etc., teachers on sabbatical leave shall be considered members of the District faculty.
- h. A teacher, upon return from a sabbatical leave, shall be restored to the teacher's former position if that position still exists or to a position of like nature and status. The teacher shall maintain tenure position, accumulated sick leave, and all other accrued benefits provided in this contract.

Subdivision 2. Extended Leave of Absence for Educational Purposes without Pay: A teacher who has completed at least two (2) years of service in the District is eligible for an extended leave of absence without pay for a period to be acceptable to the Board to engage in activities which are likely to make the teacher better qualified to perform teaching duties. The following procedures and regulations are applicable:

- a. Applications for extended leave of absence without pay are to be submitted to the Professional Growth Committee (Article VII) who will evaluate them and recommend to the superintendent the applicants for whom it believes leaves should be granted. Applications will normally be submitted

before March 1, and shall be acted upon before April 1, of the school year preceding the year of requested leave, although this limitation may be waived in exceptional circumstances.

- b. In order that all applicants are given equal consideration, the following criteria will be considered:
 - 1) The merit of the objectives as they relate to improving the instructional program
 - 2) Years of teaching experience in the district
 - 3) Evidence of acceptance of the teacher's program or project by the college or university offering the advanced study, research, or degree
- c. A teacher on extended leave of absence without pay may accept scholarships, fellowships, or other financial aids. A teacher is required to devote full time to the activities for which the leave was granted and will submit evidence of this to the school board on his/her return to the district.
- d. For purposes of determining the step on the salary schedule for which a teacher qualifies, the period of extended leave of absence without pay shall not be counted.
- e. For purpose of determining teachers' eligibility to participate in professional organizations, group insurance plans (should they decide to pay their own way), etc., teachers on extended leaves of absence without pay shall be considered members of the district faculty.
- f. A teacher, upon return from extended leave of absence without pay, shall be restored to the teacher's former position if that position still exists or to a position of like nature and status. The teacher shall maintain tenure position, accumulated sick leave, and all other accrued benefits provided in this contract.

Section 12. Leave of Absence without Pay: A teacher may be granted a leave of absence without pay for a specific period of time upon applying directly to the superintendent and approval by the superintendent and the Board. The period of such leave shall not be counted toward teaching experience, although seniority, sick leave, and other benefits contained in this contract will be retained by the teacher. Should the teacher not return on expiration of leave, and in the absence of any other agreement with the Board, all prior rights will be forfeited by April 1.

Subdivision 1. Maternity or Adoption: A teacher who has recently become a parent, either through adoption or natural childbirth shall be granted up to six (6) months of Section 12 leave as delineated in this section. This leave must be taken within the first twelve (12) months from the time of natural childbirth or adoption. This leave shall be applied for at the earliest possible date, in advance of the teacher going on leave. In the event that less than a two-week notice is given and/or the administration is unable to find a qualified substitute, the district reserves the right to delay or deny the request. This leave would run concurrently with any FMLA leave that would qualify under these provisions. If the leave is granted for parental care, the teacher may not take on other employment during that leave. As with other non-paid leaves, benefits will be prorated.

Section 13. Leave of Absence to Attend Statutory Meetings of Local Governmental Agencies: Any teacher may, on application to the building principal three (3) days in advance of the date of requested leave, be absent to attend as an elected representative or participant in statutory meetings of local government agencies (i.e., township boards), or to serve as judges of election in local, State, and Federal elections. Such leave will be chargeable against the teacher's sick leave balance.

Section 14. Leave of Absence with Eighty Percent (80%) of Salary: Teachers may request, through the Professional Growth Committee a special leave of absence plan. Under this plan, teachers would receive eighty percent (80%) of their scheduled base salary and fringe benefits (teachers may contribute) for four (4) consecutive years and, in the fifth (5th) year, the teacher would again receive eighty percent (80%) of their scheduled base salary and fringe benefits, but would be on leave of absence. During the first four (4) years of this agreement, the twenty percent (20%) of salary will be placed in a reserve account to finance the fifth (5th) year. Long term disability benefits would be based on the teacher's full salary. Seniority would accrue during the first four (4) years of this plan, but would be frozen during the fifth (5th) year. Teachers would be guaranteed a teaching position upon their return. There will be a maximum of two (2) such leaves granted each year.

Section 15. Professional Duties for Other Organizations: From time to time District 2170 teachers are requested to perform professional duties for other entities. For example, some teachers have received special professional training in a specific area and are asked to provide that training for teachers in other school districts. Teachers who wish to perform such services for other entities must first receive permission from their building principal to take a professional services leave. The teacher will be allowed to keep all pay received from the agency or entity for which the teacher is performing the service, and the teacher will not lose District pay or credit for days worked. The School Board and/or school administration retain the right to determine whether or not a teacher will be allowed to take the professional services leave referred to above.