INDEPENDENT SCHOOL DISTRICT NO. 94

CLOQUET PRINCIPALS’ ASSOCIATION
MASTER AGREEMENT

July 1, 2019 – June 30, 2022

CLOQUET, MINNESOTA

School Board Approved: July 8, 2019
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Master Agreement  
Between  
Independent School District No. 94  
And  
Cloquet Principals’ Association  

ARTICLE I -- RECOGNITION  

Section 1. Exclusive Bargaining Agency: The Independent School District No. 94 School Board hereby recognizes as the exclusive and sole bargaining representative for principals and assistant principals whether under contract, on leave, on a per diem basis, employed or to be employed by the School Board. The term “principal” when used hereinafter in this Agreement, shall include the Principals, Cloquet Area Alternative Education Programs Principal, and Assistant Principals of secondary or elementary schools employed by Independent School District No. 94. This Agreement shall exclude all members of any and all other Independent School District No. 94 bargaining units. Terms not defined in the Agreement shall have those meanings as defined in the Public Employees Labor Relations Act of 1971, as amended.  

Section 2. Sole Agent: The School Board agrees not to negotiate with any principals’ organization other than the Cloquet Principals’ Association as the exclusive bargaining agent.  

Subd. 1. Parties: This Agreement, entered into between the School Board of Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the School Board, and the Cloquet Principals’ Association (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as the Association, pursuant to and in compliance with the Minnesota Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., is to provide the terms and conditions of employment for all Association members for the term of this Agreement.  

Subd. 2. Recognition: In accordance with P.E.L.R.A., the School Board recognizes the Association as the exclusive representative of principals and assistant principals employed by the School Board of Independent School District No. 94, which exclusive representative shall have those rights and responsibilities as prescribed by the P.E.L.R.A. and as described in this agreement.  

Section 3. Rights of Members of the Association  

Subd. 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Association member or the representative of an Association member to the expression or communication of a view, complaint or opinion on any matter, so long as such action does not interfere with the performance of the duties of employment as prescribed in this Agreement or circumvent the rights of the exclusive representative.  

Subd. 2. Right to Join: Association members shall have the right to join employee organizations and shall have the right not to form and join such organizations.  

Subd. 3. Right to Exclusive Representation: Association members in an appropriate unit shall have the right to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment and grievance procedure for such members as provided in the P.E.L.R.A.
Section 4. Board of Education Rights

Subd. 1. Inherent Managerial Rights: The parties 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 as discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organization structure, and selection, direction, and number of personnel, and that all management functions not expressly delegated in the Agreement are reserved to the School Board, subject to the right of the exclusive representative to meet and confer as provided in the P.E.L.R.A.

Subd. 2. Management Responsibilities: The parties recognize the right and obligation of the School Board to manage and conduct efficiently 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.

Subd. 3. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board. The parties also recognize the right, obligation and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders as deemed necessary, insofar as such reasonable rules and regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the School Board, all employees covered by this Agreement, and all provisions of this 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.

Section 5. Negotiation Procedures

Subd. 1. In any negotiations described in the Article, each party shall have complete control over the selection of the negotiating or bargaining representative of its own party.

Subd. 2. The matters contained in this Agreement are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE II -- GRIEVANCE PROCEDURE

Section 1. Definition of Terms and Interpretations

Subd. 1. Grievance: A “grievance” shall mean a dispute or disagreement as to the interpretation or application of any term or terms of any contract required by the P.E.L.R.A. of 1971 between Independent School District No. 94 and the authorized representative. A “grievance” relating to a policy of the school district will be carried through level three (3) of the procedure.

Subd. 2. Aggrieved: Any person or group of persons within the appropriate unit having a grievance.

Subd. 3. Administrative Supervisor: The immediate supervisor to whom the aggrieved is responsible.

Subd. 4. Grievance Committee: The committee appointed by the exclusive representative.

Subd. 5. Disposed: A settlement of a grievance, reduced to writing, to the satisfaction of both parties.

Subd. 6. Extension: Time limits specified in this procedure may be extended by mutual agreement.
Subd. 7. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 8. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 9. Filing and Postmark: The filing or serving of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 2. Representative: The aggrieved or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Time Limitations and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter shall constitute a waiver of the grievance.

Section 4. Informal Discussion: In the event that an individual or group of individuals believes that there is a basis for a grievance, the alleged grievance shall first be discussed with the administrative supervisor, either privately or accompanied by a representative of the grievance committee, without having reduced the grievance to writing.

Section 5. Adjustment of Grievance: The School Board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the exclusive representative in the following manner:

Subd. 1. Level I: The aggrieved shall file a grievance on the appropriate district form, with his/her administrative supervisor within twenty (20) working days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) working days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing, in the form herein provided, within five (5) working days after receipt of the decision in Level I. If a grievance is so appealed to the Superintendent, the Superintendent shall set a time to meet regarding the grievance within fifteen (15) working days after receipt of the appeal. Within ten (10) working days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not disposed of in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing, in the form herein provided, within five (5) working days after receipt of the decision in Level II. If a grievance is so appealed to the Clerk of the School Board, the School Board shall set a time to hear the grievance twenty (20) working days after receipt of the appeal. Within twenty (20) working days after the meeting, the School Board shall issue its decision in writing, to the parties involved. At the option of the School Board, a committee of the Board may be designated by the Board to hear the appeal at this level and to report its findings and recommendations to the School Board. The School Board shall then render its decision.
Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative notifies the parties of its intentions within ten (10) working days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. Such notification by the Board automatically advances the grievance to Level III.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal it to the next level.

Section 8. Level II Initiation: A grievance that affects a group of members of the exclusive representative, involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

Section 9. Arbitration Procedures: In the event that the aggrieved and the School Board are unable to resolve any grievance, any grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the office of the Superintendent within ten (10) working days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator unless such grievance has been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) working days after request for arbitration. The request shall ask the appointment be made within thirty (30) working days after the receipt of said request. Failure to agree upon an arbitrator and the subsequent failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

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

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) working days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. of 1971.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party’s representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript of recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript of recording, if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of arbitration.
**Subd. 7. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and organization structure, and selection, direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to manage and conduct efficiently its operation within the legal limitations surrounding the financing of such operations.

**ARTICLE III -- RIGHTS OF ASSOCIATION MEMBERS**

**Section 1. No Restriction or Denial of Member’s Rights:** Nothing contained herein shall be construed to deny or restrict any rights a member may have under federal law or the Statutes of Minnesota (or other applicable laws and regulations).

**ARTICLE IV -- INDIVIDUAL ADMINISTRATORS’ RIGHTS AND RESPONSIBILITIES**

**Section 1. Strike Clause:** In no event will the compensation for an Association member covered by this Agreement be halted or suspended due to strike or work stoppage by other School Board employees, unless the member shall refuse to perform assigned duties for the School Board during the period of strike or work stoppage.

**Section 2. Administrative Travel and Allowance:** Approved travel by Association members in performance of their duties shall be reimbursed at the current rate established by the district.

**ARTICLE V -- INSURANCE**

**Section 1a. Health Insurance:** This section remains in effect through August 31, 2015 and refers to the Choice 500/1000 Health Insurance Plan.

**Subd. 1. Employees Hired as Full-Time Principals after July 1, 2003:** The School District shall pay 90% of the full premium costs of the employees and dependent group health insurance costs. Part-time Principals, .50 FTE or more shall receive 85% of full premium costs of the employees and dependent group health insurance costs.

**Subd. 2. Employees Hired as Principals prior to July 1, 2003:** The School District shall pay the full premium costs of the employees and dependent group health insurance costs.

**Section 1b. Health Insurance:** This section is effective September 1, 2015. Any change in the actuarial equivalent of this insurance plan must be voted on and accepted by a majority of the union members.

**Subd. 1. Employees Hired as Full-Time Principals after July 1, 2003:** The School District shall pay 90% of the total family health insurance plan for principals as specified in this Article. Part-time principals .50 FTE or more shall receive 85% of the total health insurance plan for principals as specified in this article.

**Subd. 2. Employees Hired as Principals Prior to July 1, 2003:** The School District shall pay the full costs of the health insurance plan for principals as specified in this article.
Subd. 3. Single Plan: If principals choose the single plan, the district will pay for the full single health insurance plan or the amount that the principal would qualify to receive towards the family plan if the principal had selected that plan. Principals shall receive no more in health insurance contributions than the cost of the plan they select, plus any HRA/HSA contribution they qualify to receive.

Subd. 4. Principals’ Health Insurance Plan: The Principals’ Health Insurance Plan shall be the HDHP 6,750 (Family) or the HDHP 3,375 (Single) or actuarial equivalent. PELRA statutes will govern selecting a new plan should an actuarial equivalent plan not be available. The Principals’ Health Insurance Plan includes a $5,500 HRA or HSA with the family plan or a $3,250 HRA or HSA with the single plan. When calculating the percentage of reimbursement for a family plan (i.e., 85% for part-time principals), the percentage calculation will be applied to both the cost of the plan and the cost of the HRA or HSA. Principals’ will assume the responsibility of researching applicable laws or working with an insurance consultant when they decide upon the coverage and either the HRA or HSA option(s) they select.

Fifty percent (50%) of the HRA/HSA benefit for which a principal qualifies to receive will be distributed during the month of September. The remainder of the HRA/HSA will be paid in equal amounts, prorated over the remaining months as follows: 1/12 of the remaining amount will be paid each month, October through July. The balance of the HRA/HSA due will be paid in August, effectively a double payment. This 50% “up-front payment” only will apply if principals have high deductible insurance plans of at least the HDHP 6,750 family plan or the HDHP 3,375 single plan and which are paired with a family plan HRA /HSA $5,500, a single plan HRA/HSA of $3,250, or these HRA/HSA amounts as prorated by FTE qualification.

Section 2. Disability Insurance: The School District shall provide long-term disability insurance up to 66 2/3% of the principal’s basic salary. All eligible Principals shall be required to participate in the group at their own expense. The salary of each Principal shall be increased by the cost of their long-term disability premium.

Section 3. Term Life Insurance: The School District shall pay the full premium costs of term life insurance in the amount of $150,000.00.

Section 4. Dental Insurance:

Subd. 1. Employees Hired as Full-Time Principals after July 1, 2003: The School District shall pay 90% of the full premium costs of the employees and dependent group dental insurance costs. Part-time Principals .50 FTE or more shall receive 85% of full premium costs of the employees dependent group dental insurance costs.

Subd. 2. Employees Hired as Full-Time Principals prior to July 1, 2003: The School District shall pay the full premium costs of the employees and dependent group dental insurance costs.

Section 5. Deceased Principal Benefits: If a principal dies while actively employed by the district, dependents of a deceased principal shall continue to be eligible for dependent health insurance for a period not to exceed one year following the death of the principal, with the full cost of said insurance to be provided at School District expense.

ARTICLE VI -- SUPPLEMENTAL BENEFITS

Section 1. Membership Dues: The District shall pay the state and national membership dues in the designated professional organizations for each principal and assistant principal.

Section 2. National Conventions: Each principal shall be allowed to attend their respective national conventions on an every other year basis and that their expenses be paid as per District policy.
ARTICLE VII -- LEAVES OF ABSENCE

Section 1. Sick Leave: On the first principals’ duty day of each school year, they shall be credited with thirteen (13) days of current sick leave. For principals working less than full-time, sick leave days allotted shall be the lesser of 13 days or 13 days times a ratio of number of days worked divided by 220. Unused sick leave may accumulate to a maximum of one hundred forty (140) days of sick leave, which includes the current year’s allocation. Principals hired prior to July 1, 2005 shall be credited with 140 sick leave days starting June 30, 2007. Sick leave for pregnancy and childbirth is described in Addendum 1 to this contract.

Subd. 1. Any employee who is injured in the line of duty shall receive such compensation as prescribed by the Workers' Compensation Law of the State of Minnesota. Such compensation shall be deducted from the sick leave pay allowed by the District.

Subd. 2. When an administrator becomes eligible for disability benefits under the insurance company’s income protection plan, the District will continue to pay a partial payment, which combined with benefits payable under the income protection plan shall not exceed 100% of the administrator’s regular salary. This phase of the plan will continue until the employee’s accumulated sick leave is exhausted.

Subd. 3. Principals may use sick leave for care of relatives or for safety leave as defined in Minnesota Statutes 181.9413 and 181.940, Subd. 4.

Section 2. Emergency Leave: Administrators shall receive three (3) working days per year to be granted with pay with the approval of the Superintendent for emergencies. All such leaves shall be deducted from sick leave. Part-time Administrators shall be pro-rated according to FTE. Emergency leave may be granted for the following reasons or for unforeseen events for which the superintendent grants emergency leave.

- Extended or additional bereavement leave
- Attendance to legal matters, including legal authorities occurring during regular working hours
- Serious illness in immediate family requiring a doctor visit or hospitalization
- Natural disasters at an employee's place of residence which may cause potential structural damage or damage to the contents of the residence

Section 3. Personal Leave: Principals shall be granted two (2) personal days per year.

Section 4. Bereavement Leave; Family:

Subd. 1. Qualification of Days: For Full-Time Administrators' only, in case of death in the immediate family, which is defined as principal's spouse, principal's parents, step-parents, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse, causing the principal to lose working time, time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; and five (5) scheduled working days if the distance traveled is more than 800 miles on way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. Part-time Administrators shall receive a pro-rata portion in accordance to their FTE.

ARTICLE VIII -- DUTY YEAR

Section 1. Principals' Workdays and Vacation Days: The School Board shall establish the school calendar. The school calendar runs from July 1, through June 30. The principal's duty days and vacation days are listed below:
<table>
<thead>
<tr>
<th>Position</th>
<th>Workdays</th>
<th>Vacation Days</th>
<th>Maximum Carryover Of Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHS Principal</td>
<td>235</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>CMS Principal</td>
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<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Elementary Principals</td>
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<td>30</td>
</tr>
<tr>
<td>CAAEP Principal</td>
<td>227</td>
<td>33</td>
<td>33</td>
</tr>
<tr>
<td>Assistant Principal</td>
<td>227</td>
<td>33</td>
<td>33</td>
</tr>
</tbody>
</table>

**Subd. 1. Scheduling Vacation Days:** Vacation days will be scheduled with the superintendent’s approval. Vacation days during student contact days will be limited in total days and number of principals absent (for whatever reason) from the school district. In no case, will a principal be allowed more than five (5) vacation days per year during student contact days.

**Subd. 2. Prorating Vacation Days:** Vacation days will be prorated according to the FTE of the principal. Principals retiring or resigning prior to the end of the school year will have their vacation days prorated at two (2) days per month up to the maximum days allowed by this contract.

**Subd. 3. Carryover:** Principals shall be allowed to carry over unused vacation days up to one (1) year per year. If unused during this period, those days shall be lost.

**Section 2. Holidays:** Principals shall receive 12 paid holidays: Independence Day (2), Labor Day, Thanksgiving (2), Christmas (2), New Year’s (2), President’s Day, Good Friday and Memorial Day.

**Subd 1. Floating Holidays:** After ten (10) years of service, principals shall be granted an additional five (5) floating holidays each year. Floating holidays are in addition to the twelve (12) holidays.

**Subd. 2. Floating Holidays for Principals Hired Prior to July 1, 2007:** Principals in this category shall receive five (5) floating holidays.

**ARTICLE IX -- STAFFING METHODS AND PROCEDURES**

**Section 1. Seniority:** Administrative seniority is determined by the number of years, or fraction thereof, of employment in the District, as provided in Article X.

**Subd. 1:** A leave of absence shall not constitute a break in consecutive employment.

**Subd. 2:** In case of staff reduction or unrequested leave of absence, any employee of Independent School District No. 94 may use his/her seniority to replace another employee, as provided in Article X.

**Section 2. Vacancies:** All vacancies for positions held by Association members shall be posted and notice of such vacancies be given to all Association members at least two (2) weeks before applications are closed. When an Association member’s vacancy occurs, no permanent appointment shall be made until the vacancy has been properly posted and there has been a consideration of all applicants from within District No. 94.

**ARTICLE X -- UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY**

**Section 1. Purpose:** The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes caused by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or an assistant principal must be placed on unrequested leave of absence due to discontinuance of position, the established Cloquet School District Principal seniority list shall apply.
Principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on their respective seniority lists.

Section 2. Definitions

Subd. 1. For purposes of this Article, a “principal” shall mean a continuing contract principal or assistant principal.

Subd. 2. For purposes of the Article, “seniority” shall mean employment under a continuing contract with a seniority date as determined by Section 3 hereof involving continuous service with the District. For purposes of seniority standing, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.

Subd. 3. Notwithstanding any other provisions of this Article, a continuing contract principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service of one-half (1/2) time or more.

Section 3. Establishment of Seniority List

Subd. 1. A continuing contract principal who works on a continuing contract (one hundred [100] or more consecutive days), or an administrator, not currently serving as a principal but who has previously worked in the District as a principal “under continuing contract,” shall acquire seniority rights and be placed on the seniority list.

Subd. 2. Though certification requirements are identical, the School Board shall distinguish between the position of principal and the position of assistant principal on the seniority list. Seniority for assistant principals is limited to that position only.

Subd. 3. Time served as an acting principal within ISD #94 establishes the date of seniority if employment in the same category is immediately continued upon the completion of the acting principalship assignment.

Subd. 4. Probationary principals shall acquire seniority after completion of the probationary period and upon such completion, their names will appear on the seniority list with a seniority date relating back to the date of appointment.

Subd. 5. In the event that principals have equal seniority, their seniority ranking shall be determined by whoever has the highest degree in his/her area of certification. In the event of equal level of degree, the choice will be made by the drawing of lots. The drawing of lots shall be conducted jointly by the Association and the School Board.

Section 4. Reinstatement

Subd. 1. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in field for which they are certified and for which they are qualified pursuant to the provisions of this Article. The principal with the highest amount of seniority so certified and qualified shall be reinstated first.

Subd. 2. The School Board shall maintain a recall list in accordance with this Article. This list shall be updated October 1, and a copy shall be forwarded to the Cloquet Principals’ Association.
Subd. 3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly certified and qualified as provided in the Article to fill such vacancy.

Subd. 4. Notification shall be by certified mail to the last known address of the principal. In the event a principal declines a principal or assistant principal position or fails to notify the School Board in writing of the principal’s intentions within thirty (30) calendar days of the date of notification, the principal shall be removed from the recall list.

Subd. 5. A principal placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of five (5) years from the date of the principal’s unrequested leave of absence begins or until the principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

ARTICLE XI – SEVERANCE

(Section 1 through 5 apply only to principals hired prior to September 1, 2002)

Section 1. Principals shall be eligible for severance pay under the following terms and conditions:

Subd. 1. The principal must complete ten (10) years of continuous service in the Cloquet School District in any full-time capacity.

Subd. 2. The principal must resign from the District.

Subd. 3. The principal must be at least 55 years of age.

Subd. 4. The principal must give at least two (2) months notice, unless this requirement is waived by the school board.

Section 2. A principal who meets the qualifications in Section 1 is eligible for severance pay as follows:

Subd. 1. The principal is entitled to severance pay in an amount equivalent to six (6) months of the principal’s current rate of pay in effect at the time of resignation.

Section 3. A principal who meets the qualifications of Section 1 is eligible for sick leave reimbursement pay as follows:

Subd. 1. The principal is entitled to payment for unused accumulated sick leave allowed under the principal’s sick leave plan up to a maximum of two (2) months based on the principal’s current rate of pay in effect at the time of resignation.

Section 4. Payments under Section 2 and Section 3 shall be paid by the District on a schedule that is mutually agreed upon by the principal and the School District over a period not to exceed two (2) years after resignation of
employment and in accordance with Minnesota law. Severance and sick leave reimbursement pay benefits shall not be granted to any administrator who is terminated for cause under Minn. Stat. §122A.40.

**Section 5.** In the event of the death of a principal who is, at the time of death, receiving severance payments under Sections 1, 2, and 3 above, the balance of the payments shall be payable to the principal's designated beneficiary and, if no beneficiary designation is in effect, will accrue to the estate of the principal.

**Section 6.** After one (1) year of administrative service, the School District will make a matching contribution based on the schedule below for all new full-time principals into a 403(b) account. Part-time principals would be pro-rated based on their full-time equivalency, but no contribution would be made for a principal who is less than .5 FTE. The lifetime maximum for each full-time principal would be based on the schedule below and pro-rated for part-time principals. Effective September 1, 2002, new principals would not be eligible for any severance or separation pay under Sections 1, 2, and 3.

<table>
<thead>
<tr>
<th>Contribution Level</th>
<th>Years of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000/year</td>
<td>2 thru 15</td>
</tr>
<tr>
<td>$2,250/year</td>
<td>16+ years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Position</th>
<th>Maximum Dollar Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Assistant Principal</td>
<td>$45,000.00</td>
</tr>
</tbody>
</table>

All current principals who have at least three (3) years of administrative service with the School District will have a one-time irrevocable option of selecting the matching contribution as described above. If they select the 403(b) matching option, then upon retirement if they are qualified for a severance payment that payment would then be reduced by the amount that the School Board has contributed towards the 403(b) plan.

**Section 7. Insurance Coverage:** Principals hired prior to July 1, 2003: Hospitalization, dental and life insurance shall be provided to eligible principals who retire with the School District provided he/she has been employed full-time in Independent School District No. 94 for ten (10) consecutive years prior to retirement and is fifty-five (55) years of age.

**Subd. 1. Medicare.** Once principals or their spouses become eligible for Medicare, they shall switch to a supplemental insurance coverage.

**Section 8.** This section for retirement benefits applies only to principals hired prior to 2003. The full cost of dental insurance shall be paid by the school district for a period of up to twenty (20) years following retirement from the District. The full cost of hospitalization/medical insurance shall be paid by the district for a period of up to ten (10) years following retirement from the District. If principals or their dependent/spouse become eligible for Medicare during those 10 years of insurance payments from the district, they shall be required to select a Medicare supplement insurance which shall be paid by the District for the remainder of that 10-year retirement benefit.

At the end of the 2014-2015 school year, when principals have worked for the district for 10 years, they shall have an amount of money deposited into a Retirement-Only HRA in accordance with the Minnesota and federal laws and rules. This amount shall be $60,000 for eligible principals except for Warren Peterson who shall receive $65,000. Post-Retirement HRA funds may not be accessed until the principals retire and reach the age of 55.

**Section 9.** Eligible principals (as stated in Section 1 of this Article) hired after July 1, 2003, will not receive post retirement dental or health insurance. Eligible principals will be eligible for a District contribution to a Post-Retirement HRA based on the following schedule:
Monthly Contribution Level | Years of Service
---|---
0 | 0 - 1
$ 250 | 2 - 6
$ 375 | 7 - 10
$ 500 | 11 - 15
$ 600 | 16 and over

Maximum Dollar Cap = $90,000

All current Principals will have a one-time irrevocable option of selecting this option in lieu of the benefits provided in Section 7 of this Article.

**Section 10.** Life insurance premiums shall be paid by the School District for eligible retired principals for up to fifteen (15) years after the effective date of their retirement.

**Section 11.** Dependents’ eligibility for continuation of the School District contributions for premiums for a deceased administrators’ post-resignation hospitalization and dental insurance benefits shall cease one year after the death of the administrator or upon the expiration of the administrator’s period of eligibility for those benefits, whichever occurs first.

**Section 12.** Post-termination group hospitalization, dental and life insurance benefits shall not be granted to any administrator who is terminated for cause under Minn. Stat. §122A.40.

**ARTICLE XII — DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2022, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement, it shall give written notice of such intent no later than sixty (60) calendar days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the Association members of the District. The provisions herein relating to terms and conditions of employment, supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

**Section 5. Notification:** In the event that neither party gives notice to the other of its intention to modify or amend this Agreement at least sixty (60) calendar days prior to the expiration date, the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements each year.
### ARTICLE XIII -- PRINCIPALS’ BASE SALARIES

<table>
<thead>
<tr>
<th>Position</th>
<th>FY 20 (2%)</th>
<th>FY 21 (1.75%)</th>
<th>FY 22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary Principal</td>
<td>$109,508</td>
<td>$111,424</td>
<td>TBD</td>
</tr>
<tr>
<td>Middle School Principal</td>
<td>$113,578</td>
<td>$115,556</td>
<td>TBD</td>
</tr>
<tr>
<td>CAAEP Principal</td>
<td>$96,464</td>
<td>$98,152</td>
<td>TBD</td>
</tr>
<tr>
<td>Assistant Principal</td>
<td>$98,364</td>
<td>$100,085</td>
<td>TBD</td>
</tr>
<tr>
<td>High School Principal</td>
<td>$117,646</td>
<td>$119,705</td>
<td>TBD</td>
</tr>
</tbody>
</table>

For FY22, the scheduled percent increase will equal the teacher negotiated increases as listed on their salary schedules.

**Section 1. New Hires:** New principals to the district will be placed on the following salary schedule where one step equals one year of service. The board may award years of experience for initial placement on the schedule at its discretion. The percentage of base salary principals receive per year of employment will be as follows:

<table>
<thead>
<tr>
<th>Year of Employment</th>
<th>Step One (1)</th>
<th>Step Two (2)</th>
<th>Step Three (3)</th>
<th>Step Four (4)</th>
<th>Step Five (5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage of Base Salary</td>
<td>90%</td>
<td>92.5%</td>
<td>95%</td>
<td>97.5%</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Section 2. Longevity Pay:**

- Years 10-15       $500
- Years 16-20       $750
- Years 21-25       $1000
- Years 26-30       $1250
- Years 31+         $1500
FOR:

CLOQUET PRINCIPALS' ASSOCIATION
Cloquet, Minnesota 55720

President

Chief Association Negotiator

Dated this 8th day of July 2019

FOR:

INDEPENDENT SCHOOL DISTRICT NO. 94
302 14th Street
Cloquet, Minnesota 55720

Chair

Clerk

Superintendent

Dated this 8th day of July 2019
ADDENDUM 1: Sick Leave Applied to Pregnancy and Childbirth

Guide for Maternity Questions
(Intended for members covered by the Principals’ Master Agreement)

MOTHER

Pregnancy leave and maternity leave will be administered as sick leave and in accordance with Minnesota State Law and the federal Family and Medical Leave Act (FMLA). Notice of anticipated leave should be made as soon as possible. Standard practice for leave following the birth of a child is six (6) weeks for regular delivery and eight (8) weeks for a C-Section accompanied by a physician’s orders. A physician’s order for extended leave due to medical conditions preventing the employee’s return to work may extend this leave.

The letter to the superintendent/school board should include the anticipated starting date and the length of the anticipated leave. Any anticipated extension of leave under Minnesota law or FMLA should be indicated at this time. Note that leave under Minnesota law or FMLA will run concurrently with sick leave.

Once available sick leave runs out, any additional leave under Minnesota law or FMLA is unpaid leave. According to FMLA, however, the District will continue to pay for the employee’s health insurance benefit according to the Master Agreement as the employee qualifies for FMLA leave.

Benefits while you are on maternity leave:

- Paid sick leave is dependent on the number of sick days you have accumulated.
- After sick leave is used you qualify for Family Medical Leave which covers your insurance for up to 12 weeks at the rate you are paying at the time of your delivery. The 12 weeks does not have to be taken in consecutive full days.
- If an employee’s health insurance benefit requires a portion to be paid by the employee, the employee will have to continue to pay that portion in order to have their health insurance coverage remain in effect. This stipulation is for when the employee may run out of paid sick leave.
- After the 12 weeks of Family Medical Leave, all of the employee benefit premiums are the responsibility of that employee.
- Note: Staff members, who are on leave, may not return to work for the new school year to accumulate their allocated leave days to use for the current leave. Employees may not work an extra-service/coaching contract while on leave as well.

If additional leave time is needed, the following options may be available:

- Personal leave/comp day.
- Possible Emergency days (situational)
- Deduct days.
- Family Medical Leave.
- Note: Some or all of the above may be granted at the administrators’ discretion.

SPOUSE

The spouse may take leave according to the employee’s master agreement, Minnesota law, and FMLA. The same stipulations as specified above for leaves running concurrently and responsibility for health insurance coverage specified above apply for spouses as well. The district office should be notified in a timely fashion if this leave will be taken, so appropriate planning can take place. Note that if you are on an extra-service contract you are unable to work while you are using paid sick leave days.

If additional leave is needed, the options listed above for the mother apply to the spouse as well.
MINNESOTA LAW

181.9413 SICK LEAVE BENEFITS; CARE OF RELATIVES.

a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph:

1. "domestic abuse" has the meaning given in section 5188.01;

2. "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and

3. "stalking" has the meaning given in section 609.749.

c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

d) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury but does not include short-term or long-term disability or other salary continuation benefits.

e) For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

f) For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

g) This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

h) An employer shall not retaliate against an employee for requesting or obtaining a leave of absence under this section.

Sec. 4. [181.9414] PREGNANCY ACCOMMODATIONS.

Subdivision 1. Accommodation. An employer must provide reasonable accommodations to an employee for health conditions related to pregnancy or childbirth if she so requests, with the advice of her licensed health care provider or certified doula, unless the employer demonstrates that the accommodation would impose an undue hardship on the operation of the employer's business. A pregnant employee shall not be required to obtain the advice of her licensed health care provider or certified doula, nor may an employer claim undue hardship for the following accommodations: (1) more frequent restroom, food, and water breaks; (2) seating; and (3) limits on lifting over 20 pounds. The employee and employer shall engage in an interactive process with respect to an employee's request for a reasonable accommodation. "Reasonable accommodation" may include, but is not limited to, temporary transfer to a less strenuous or hazardous position, seating, frequent restroom breaks,
limits to heavy lifting. Notwithstanding any other provision of this section, an employer shall not be required to create a new or additional position in order to accommodate an employee pursuant to this section, and shall not be required to discharge any employee, transfer any other employee with greater seniority, or promote any employee.

**Subd. 2. Interaction with other laws.** Nothing in this section shall be construed to affect any other provision of law relating to sex discrimination or pregnancy, or in any way to diminish the coverage of pregnancy, childbirth, or health conditions related to pregnancy or childbirth under any other provisions of any other law.

**Subd. 3. No employer retribution.** An employer shall not retaliate against an employee for requesting or obtaining accommodations under this section.

**Subd. 4. Employee not required to take leave.** An employer shall not require an employee to take a leave or accept an accommodation.

**181.943 RELATIONSHIP TO OTHER LEAVE.**

The length of parental leave provided under section 181.941 may be reduced by any period of:

a) paid parental, disability, personal, medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed to by the employer; or

b) leave taken for the same purpose by the employee under United States Code, title 29, chapter 28.

c) Nothing in sections 181.940 to 181.943 prevents any employer from providing leave benefits in addition to those provided in sections 181.940 to 181.944 or otherwise affects an employee’s rights with respect to any other employment benefit.

**EMPLOYMENT PROTECTION -- 181.939 NURSING MOTHERS.**

a) An employer must provide reasonable unpaid break time **each** day to an employee who needs to express breast milk for her infant child. The break time must, if possible, run concurrently with any break time already provided to the employee. An employer is not required to provide break time under this section if to do so would unduly disrupt the operations of the employer.

b) The employer must make reasonable efforts to provide a room or other location, in close proximity tithe work area, other than a bathroom or a toilet stall, that is shielded from view and free from intrusion from coworkers and the public and that includes access to an electrical outlet, where the employee can express her milk in privacy. The employer would be held harmless if reasonable effort has been made.

c) For the purposes of this section, "employer" means a person or entity that employs one or more employees and includes the state and its political subdivisions.

d) An employer may not retaliate against an employee for asserting rights or remedies under this section.

**Sec. 4. Subdivision 1. Investigation.** The Division of Labor Standards and Apprenticeship shall receive complaints of employees against employers relating to sections 181.172, paragraph (a) or (d), and 181.939 to 181.9436 and investigate informally whether an employer may be in violation of sections 181.172, paragraph (a) or (d), and 181.939 to 181.9436. The division shall attempt to resolve employee complaints by informing employees and employers of the provisions of the law and directing employers to comply with the law. For complaints related to section 181.939, the division must contact the employer within two business days and investigate the complaint within ten days of receipt of the complaint.
CLOQUET DISTRICT POLICY #410 - FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act and also with parenting leave under state law.

III. LEAVE ENTITLEMENT

A. Twelve-week Leave.

1. Regular full-time and part-time employees who have been employed by the school district for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
   a. birth of the employee’s child;
   b. placement of an adopted or foster child with the employee;
   c. to care for the employee’s spouse, son, daughter, or parent with a serious health condition; and/or
   d. the employee’s serious health condition makes the employee unable to perform the functions of the employee’s job.
   e. any qualifying exigency arising from the employee’s spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty, in the reserve component of the Armed Forces or a retired member of the regular Armed Forces or reserve component in support of a contingency operation.

2. For the purposes of this policy, “year is defined as a rolling 12-month period measured backward from the date an employee’s leave is to commence.

3. An employee’s entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.

5. Eligible spouses employed by the school district are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition, or because of the employee’s own serious health condition; or pursuant to Paragraph IV.A.1e. above.

6. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee’s regular position, and which has equivalent pay and benefits.
7. If an employee requests a leave for the serious health condition of the employee or the employee’s spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

8. If the school district has reason to doubt the validity of a health care provider’s certification, it may require a second opinion at the school district’s expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district’s expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

9. Requests for leave shall be made to the school district. When leave relates to an employee’s spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days written notice of a leave of absence where practicable. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

10. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member’s active duty orders or other documentation issued by the military indicating active duty or a call to active duty status in support of a contingency operation and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

11. During the period of a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period), the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee’s failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may, in some situations, be required to reimburse the school district for the cost of the health plan premiums paid by it.

12. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. It shall be the responsibility of the superintendent to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review. The school district shall comply with written notice requirements as set forth in federal regulations.

13. Employees returning from a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12-month period) are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

14. An employee who does not return to work after leave may, in some situations, be required to reimburse the school district for the cost of the health plan premiums paid by it.
15. The provisions of this policy are intended to comply with applicable law, including the Family and Medical Leave Act of 1993 ("FMLA") and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by that Act and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

16. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

B. Six-week Leave.

1. An employee who does not qualify for leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for the school district for at least 12 consecutive months and has worked an average number of hours per week equal to one-half full-time equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs. The length of the leave shall be determined by the employee, but may not exceed six weeks, unless agreed to by the employer.

2. The leave shall begin at a time requested by the employee but not more than six weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six weeks after the child leaves the hospital.

VI. OTHER

A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.