

Definitions and Benefits
Non-Aligned
Administrative Assistant to the Superintendent
Effective: July 1, 2016 through June 30, 2018

Table of Contents

Article I	Definitions	Page
	Sec. 1. School Board.....	1
	Sec. 2. Eligible Employees.....	1
	Sec. 3. Full-Time.....	1
	Sec. 4. Terms and Conditions of Employment.....	1
	Sec. 5. Duration of Definitions and Benefits	
	Sec. 6. Anniversary Date.....	1
	Sec. 7. Duration of Defined Benefits	1
	Sec. 8. Other Terms.....	1
	Sec. 9. Prior Agreements.....	1
Article II	School Board Rights	
	Sec. 1. Inherent Managerial Rights.....	2
	Sec. 2. Management Responsibilities.....	2
	Sec. 3. Effect of Laws, Rules and Regulations.....	2
	Sec. 4. Reservation of Managerial Rights.....	2
Article III	Employee's Duties and Responsibilities	
	Sec. 1. Basic Duties.....	2
	Sec. 2. Terms of Service.....	2
Article IV	Holidays and Vacation	
	Sec. 1. Holidays.....	3
	Sec. 2. Vacation.....	3
Article V	Insurance and Other Benefits	
	Sec. 1. Selection of Carrier.....	4
	Sec. 2. Eligibility.....	4
	Sec. 3. Insurance Pooled Benefits.....	4
	Sec. 4. Long-Term Disability Insurance.....	4
	Sec. 5. Life Insurance.....	5
	Sec. 6. Duration of Insurance Contribution.....	5
	Sec. 7. Claims Against the School District.....	5
	Sec. 8. Flex Benefit Plan.....	5

	Page
Article VI	Leaves of Absence
Sec. 1.	Sick Leave..... 5
Sec. 2.	Bereavement Leave..... 7
Sec. 3.	Childcare/Adoption Leave..... 7
Sec. 4.	Family and Medical Leave..... 8
Sec. 5.	Workers' Compensation..... 8
Sec. 6.	Jury Duty..... 9
Sec. 7.	Election Judge Duty..... 9
Sec. 8.	Military Leave..... 9
Sec. 9.	Unpaid Leave..... 9
Sec. 10.	No Pay Days 9
Sec. 11.	Emergency Leave 9
Article VII	Retirement/Severance
Sec. 1.	Retirement Age..... 10
Sec. 2.	Insurance After Retirement..... 10
Sec. 3.	Post Retirement Health Care Savings Plan..... 10
Article VIII	Deferred Compensation Program
Sec. 1.	Deferred Compensation..... 10
Sec. 2.	Eligibility 10
Article IX	Discipline, Reduction In Force, Resignation
Sec. 1.	Discipline As A Result of Employee Action..... 11
Sec. 2.	Reduction In Force/Realignment of Positions..... 11
Sec. 3.	Resignation..... 11
Article X	Miscellaneous
Sec. 1.	Pay Dates..... 11
Sec. 2.	Direct Deposit..... 11
Sec. 3.	Per Diem and Mileage Allowance..... 11
Article IX	Compensation
Sec. 1.	Initial Placement 12
Sec. 2.	Salary..... 12

**General Information and Benefits for District 112
Administrative Assistant To The Superintendent**

**Article I
Definitions**

Section 1. School Board: School Board shall mean the School Board of Independent School District No. 112 or its designated agents.

Section 2. Eligible Employees: The Administrative Assistant to the Superintendent is an eligible employee if the-position is considered full-time.

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

Section 4. Terms and Conditions of Employment: Terms and Conditions of Employment means the hours of employment, the compensation thereof, including fringe benefits and the District's personnel policies affecting the working conditions of the employees. No part of this document defining the benefits accorded the Administrative Assistant to the Superintendent of the District shall be construed to imply a continuing contract.

Section 5. Duration of Definitions and Benefits: The Definitions and Benefits shall remain in full force and effect for the two year period (2016-17 and 2017-18) except if modified by mutual consent of the School Board and Administrative Assistant for the Superintendent/Board of Education; or unless the Administrative Assistant provides a written resignation accepted by the School Board; or the Administrative Assistant is terminated for cause. However, the School Board reserves the right to terminate the agreement at the end of a fiscal year due to budget reductions.

Section 6. Anniversary Date: For the purpose of determining years of service, employee anniversary dates shall be calculated as follows: Employees hired prior to January 1 shall use the preceding July 1 as their anniversary date, and employees hired on or after January 1 shall use the succeeding July 1 as their anniversary date.

Section 7. Other Terms: Other terms not specifically defined here shall have the meaning given them under the P.E.L.R.A. (Public Employee Labor Relations Act) or applicable Minnesota Statute.

Section 8. Prior Agreements: Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions herein, are hereby suspended.

Article II School District Rights

Section 1. Inherent Managerial Rights: The employee recognizes that the District is responsible for all matters of inherent managerial policy. The matters include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel.

Section 2. Management Responsibilities: It is the right and obligation of the District to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations: The eligible employee recognizes that they shall perform the duties prescribed by the District and shall be governed by the laws of the State of Minnesota and School Board rules, regulations directives and orders, issued properly designated officials of the school district. Any provisions found to be in violation of any such laws, rules, regulations and directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein. All management rights and functions not expressly delegated are reserved to the District.

Article III Employee's Duties and Responsibilities

Section 1. Basic Duties: The Administrative Assistant shall perform all administrative services as directed by the District, in accordance with applicable state and federal laws and regulations, and observe all policies, rules and regulations established from time to time by the District.

Section 2. Terms of Service: The terms of service is a determination by the School Board of weeks or days of administrative services, based on assignment of duties and responsibilities. The work year for the Administrative Assistant to the Superintendent shall be fifty-two (52) weeks.

**Article IV
Holidays and Vacation**

Section 1. Holidays:

Unless otherwise specified, the holidays for the Administrative Assistant shall be according to the following language.

A part-time Administrative Assistant shall be credited with equivalent annual holidays on a pro-rata basis.

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

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

*These days are scheduled holidays for employees only if scheduled as a school holiday. A school holiday is defined as a day with no students and no teachers. If any of these days are not scheduled as a school holiday, the employee is required to work and the employee earns a floating holiday, the scheduling of which is subject to mutual agreement between the employee and his/her supervisor.

Should a designated holiday fall on a "non-working day", such as a Saturday or Sunday, the District will designate another date in lieu of the weekend holiday. Generally this date will be a week day immediately preceding or following the weekend holiday.

Section 2. Vacation: The District encourages the Administrative Assistant to the Superintendent to take vacation in the year it is accrued. The vacation schedule shall be established with the approval of the Superintendent/designee.

Subd. 1 Vacation Accrual: Unless otherwise specified, the employee shall receive vacation according to the following schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
Beginning of Year 1 through Year 5	15 days
Beginning of Year 6 through Year 11	20 days
Beginning of Year 12+	25 days

Subd. 2. Anniversary Date: Vacation anniversary date for the District shall be as of July 1 each year. Employees shall be credited for the applicable vacation

according to the schedule above on July 1. (See Article 1, Section 5 for anniversary date language.)

Subd. 3. Vacation Carry-over: Vacation that the Administrative Assistant accrues during a July 1 to June 30 contract year may be taken either during the contract year in which it is earned or up to June 30 of the next contract year. An employee may carry no more than one (1) year's vacation accrual into a new fiscal year.

Subd. 4. Resignation/Retirement: In the year of the Administrative Assistant's resignation or retirement from District 112, he/she may use days earned on a pro-rata basis. If the Administrative Assistant should use more vacation than he/she has earned on a pro-rata basis, and the employee leaves the District for any reason, an adjustment will be made to his/her final pay check. If the Administrative Assistant has not used all the vacation that he/she has earned on a pro-rata basis and the employee leaves the District for any reason except cause, payment for unused days of vacation shall be added to his/her final pay check.

Article V Insurance and Other Benefits

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District.

Section 2. Eligible Employee: The Administrative Assistant shall be considered full time for benefits if he/she regularly works thirty (30) or more hours per week or a minimum of 1560 hours per year. This applies to insurance pooled contributions.

Section 3. Pooled Dollars: The sum of \$5,000 will be available for the Administrative Assistant to pool and distribute as she designates among benefits (health insurance, dental insurance, supplemental life insurance, accidental death or dismemberment insurance, long term disability insurance, flex) or cash. The Administrative Assistant must enroll in at least single health coverage.

Section 4. Long-term Disability: The School District shall pay the full premium for coverage in the long-term disability insurance plan for eligible employees. The Administrative Assistant may purchase supplemental long-term disability insurance at the employee's expense.

Section 5. Life Insurance: Life insurance in the amount of \$50,000 will be provided by the District for the position of Administrative Assistant to the Superintendent. The Administrative Assistant may purchase additional coverage at the employee's expense. The principal sum benefit for any employees age seventy-five (75) and over shall be the amount specified by the policy and may be lower than the amount specified in this section. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier.

Section 6. Duration of Insurance Contribution: The Administrative Assistant is eligible for the District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District participation and contribution shall cease, effective on the last working day.

Section 7. Claims Against the School District: Any description of insurance benefits in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this Article. The District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

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

Article VI Leaves of Absence

Section 1. Sick Leave:

Subd. 1. Available Sick Leave: On July 1 of each year, the Administrative Assistant to the Superintendent shall be credited with twelve (12) days of sick leave.

However, if the Administrative Assistant leaves the District without having earned, on a pro-rata basis, the number of sick leave days she has used, the District shall reduce the employee's final pay check for any unearned sick leave days.

Subd. 2. Sick Leave Accrual: Unused sick leave days or pro-rata days may accrue to a maximum credit of one hundred twenty (120) days of sick leave per employee. The yearly sick leave credit shall be in addition to the total accumulation of the available days as defined by this Subd.

Subd. 3. Use of Personal Sick Leave: The Administrative Assistant may use personal sick leave up to the amount accumulated for serious illness of the employee or the employee's spouse or child. The Administrative Assistant may also use sick leave not to exceed five (5) days per year for serious illness involving the employee's parent, brother, sister, aunt, uncle, grandparent, grandchild, spouse's parent, or person residing in the employee's household. In extenuating circumstances, an employee may make an additional request for use of sick leave and/or an extension to the five (5) day limit to the Superintendent/designee. The Administrative Assistant may also use sick leave in accordance with Minn. Stat. 181.9413 (2014) as amended (see District 112 website, Human Resources for a complete description of use of sick leave).

An Administrative Assistant giving birth shall be able to use Accumulated Sick leave for the duty days during the six to eight continuous calendar weeks (doctor's normal prescribed time period of disability due to childbirth) following the delivery of the child. An Administrative Assistant adopting a child may use up to six (6) continuous calendar weeks/30 continuous days of accumulated sick leave following the adoption of a child. Non-duty days, such as breaks, holidays, summer and weekends are included in the determination of the six to eight continuous calendar weeks. Accumulated Sick Leave may not be used on non-duty days.

Up to ten (10) consecutive accumulated sick leave days may be granted to an Administrative Assistant whose spouse gives birth immediately following the birth of the child and to the adoptive parent following the adoption of the child. Non-duty days such as breaks, holidays, and summer will be considered in the

determination of the number of accumulated sick leave days granted for reasons of childbirth or adoption.

Subd. 4. Allowed Sick Leave: Sick leave shall be allowed by the District when an employee's absence is found to have been due to illness that prevented his/her performance of duties on that day or days. Medical and dental appointments should be scheduled outside of the work day whenever possible.

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

Subd. 6. Evidence of Illness: The District may require the Administrative Assistant to furnish a medical certificate from the attending physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 7. Medical Certification: In an absence of personal illness of three (3) or more consecutive working days, the District may require certification by the attending physician along with notice of the employee's being in good health and able to resume his/her duties upon return.

Subd. 8. Medical Certification Required: In the event that a medical certification will be required, the Administrative Assistant will be so advised.

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

Subd. 10. Donation of Sick and/or Vacation Day(s) to Another Employee: The Administrative Assistant covered by the terms of this agreement may contribute a total of two (2) days per fiscal year (July 1–June 30) of his/her accumulated sick leave, vacation, or personal time off days, to another employee (second donated day must go to a different employee) for the following reasons:

- The employee receiving the donation is being placed on long term disability (LTD) and has insufficient sick leave, vacation days, and/or personal time off days to meet the LTD waiting period without loss of income. Only the minimum number of days necessary to meet the terms of the waiting period after the recipient has used his/her accumulated sick leave days may be donated; or
- The employee receiving the donation has experienced a catastrophic circumstance, as determined by the Superintendent/designee, that resulted in a zero (0) balance of an employee's sick leave, vacation days, and/or personal time off days.

Guidelines to request a donation of a day and/or how to donate a day to another employee may be requested through the District 112 Human Resource Department.

Subd. 11. Optional Use of Personal Sick Leave: The Administrative Assistant may "turn in" one (1) to eight (8) days of personal sick leave (in whole days) to distribute among benefits (health insurance, dental insurance, supplemental life insurance, accidental death or dismemberment insurance, long term disability insurance, flex) or cash. The value of these sick days will be calculated at the daily rate of pay. Election to use sick days in this manner can only be made at the time of open enrollment. In order to "turn in" up to two (2) future days of sick leave the Administrative Assistant must have twenty (20) sick leave days. In order to "turn in" up to five (5) future days of sick leave the Administrative Assistant must have

thirty (30) days of sick leave. In order to “turn in” up to eight (8) future days of sick leave the Administrative Assistant must have sixty (60) days of sick leave.

Subd. 12. Compensation for Unused Sick Leave Upon Leaving the District:

The Administrative Assistant shall receive the daily rate of pay for unused sick days accumulated after the first sixty (60) days, up to forty-five (45) additional days, which shall be paid upon retirement or leaving the District for any reason other than dismissal for cause. The daily rate of pay will be calculated by dividing the yearly salary by 260 days. Payment for unused sick leave shall be at the time of retirement or upon leaving the district in the following manner. 100% shall be paid in the employee’s name to the District’s designated Health Care Savings Plan (HCSP). 0% shall be paid in the employee’s name to a 403b plan. 0% shall be paid to the employee in cash.

Subd. 13. Daily Rate of Pay: The daily rate of pay is that rate at the time of termination.

Section 2. Bereavement Leave:

Subd. 1. Available Bereavement Leave: The Administrative Assistant may be granted, with administrative approval, up to five (5) bereavement days non-accumulative, for absence due to a death. Use of these days does not result in a deduction from sick leave.

Subd. 2. Additional Time: Should additional time away from work be needed as the result of a death, sick leave and/or vacation leave may be used by the employee to meet that need. Should additional time away from work be needed as the result of a death the employee should notify (in writing) the Superintendent/designee.

Section 3. Child Care/Adoption Leave:

Subd. 1. Limitation: A child care/adoption leave may be granted by the District, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2 Notification/Request: An employee making a request for child care/adoption leave shall inform the Human Resources department, in writing, of the intention to take the leave at least three (3) calendar months before commencement of the intended leave. An employee will also provide at the time of the leave application; in the case of childbirth, a statement from the physician indicating the expected date of birth and when the employee will no longer be disabled from working due to childbirth; or in the case of adoption, a statement from the agency of the estimated date when the child will be turned over to the employee parent. The request for the childcare/adoption leave shall include the estimated commencement date and return date. The estimated commencement date shall be the physician's projected date the employee will no longer be disabled from his/her position due to childbirth or pregnancy related disability; or, in the case of an adoption, the agency estimated date when the child will be turned over to the employee-parent.

Subd. 3. Use of Sick Leave: The Administrative Assistant may utilize sick leave pursuant to the sick leave provisions of the document for a child care/adoption leave.

Subd. 4. Adjustment of Beginning/Ending Date: The District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year. The availability of a substitute employee may also be considered by the District in the granting of a child care/adoption leave or the duration thereof.

Subd. 5. Length of Leave: In making a determination concerning the commencement and duration of a child care leave, the District shall not, in any event, be required to:

- a. Grant any leave more than twelve (12) months in duration.
- b. Permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 6. Return from Leave: An employee returning from child care/adoption leave shall be re-employed in a position for which qualified unless previously discharged or placed on unrequested leave.

Subd. 7. Failure to Return: Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the employee mutually agree to an extension of the leave.

Subd. 8. Insurance Participation: An employee on child care leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an unpaid/child care leave, long term disability insurance coverage is not available.

Subd. 9. Pay/Benefits: Leave under this section shall be without pay or fringe benefits.

Section 4. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 5. Worker's Compensation:

Subd. 1. School District Compensation: When an employee is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act incurred while in the employ of the School District, the School District will pay the difference between the compensation received by the employee pursuant to the Worker's Compensation Act and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. Use of Sick Leave and/or Vacation: A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the

portion of days of sick leave or vacation time that is used to supplement Worker's Compensation.

Subd. 3. Payment: Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. Excess Compensation: In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. Submission of Worker's Compensation Check to District: An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act and who receives sick leave or vacation pay pursuant to this Agreement shall submit his/her Worker's Compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence, pursuant to Section 6, Subd. 1 through 4.

Subd. 6. Employment by Another Employer: The parties agree that an employee of District 112 shall not be entitled to sick pay benefits under this section if he/she is injured while in the employment of another employer, nor shall there be any accrual of such during the period of convalescence from that injury.

Section 6. Jury Duty: An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to fulfill this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District, less the mileage per diem and other expenses as regulated by State guidelines. To qualify for this payment, the employee must return to his/her regular duties on being dismissed from jury duty.

Section 7. Election Judge Duty: An employee who serves as an election judge shall be granted the day of the election and other necessary election judge training time off without any salary deduction or loss of basic leave allowance. The compensation received for election judge service shall be remitted to the School District, less the mileage per diem and other expenses as regulated by State guidelines. To qualify for this payment, an employee must have worked his/her regular scheduled work day before and after election day unless he/she is on excused illness, leave, or on vacation under these provisions.

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

Section 9. Unpaid Leave: Request for a "leave of absence" without pay or benefits may be presented to the Superintendent/designee. The administration of the District reserves the right to grant or deny such a request at its discretion.

Section 10. No Pay Days: The total number of unpaid days available to the Administrative Assistant under this Agreement shall not exceed two (2) days. All other leaves (i.e., vacation) must be exhausted before a no-pay day will be granted.

Article VII Retirement/Severance

Section 1. Retirement Age: The age of retirement shall be governed by applicable state and federal statutes.

Section 2. Eligibility to Participate in the District's Group Insurance Plans After Retirement: An Administrative Assistant who at the time of retirement is eligible for and participates in the district's group insurance programs, may continue to participate in the District's group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the retirement (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon the failure of the Administrative Assistant to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for a retiree, long term disability insurance coverage is not available.

Section 3. Post Retirement Health Care Savings Plan: The School District shall provide an opportunity for the employees covered by this agreement to participate in a post retirement health care savings plan as authorized under MS 352.98.

Article VIII Deferred Compensation Program

Section 1. Deferred Compensation: A deferred compensation program is available to the Administrative Assistant to the Superintendent.

Section 2. Employees Eligible for Matching Program: A full-time Administrative Assistant to the Superintendent beginning the fourth (4th) year of employment in District 112 will be eligible to participate in the District 112 Deferred Compensation matching program through District 112 School Board approved investment providers.

Subd. 1. Eligible Period: An eligible Administrative Assistant must notify the payroll office, in writing, of his/her intention to participate in the District's matching program and the amount of the employee's contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the payroll office in writing of any change. An eligible employee may elect to participate in the District's matching program at the time of open enrollment (for the following contract year) or at any time during the eligible contract year.

Subd. 2. FICA and PERA Taxes: District 112 will pay its matching share of FICA and PERA taxes as provided for by the Minnesota Deferred Compensation legislation.

Subd. 3. Match Amounts: District 112 will match eligible employee contributions in the following amounts:

Up to \$750 yearly for an Administrative Assistant beginning their fourth (4th) through eleventh (11th) years of employment in District 112.

Up to \$1,000 yearly for an Administrative Assistant beginning their twelfth (12th) or more years of employment in District 112.

Subd. 4. Employees on Leave: Employees on unpaid General or Family Leave may not participate in the Deferred Compensation Matching Program while on leave.

Subd. 5. Governing Rules: The District 112 Deferred Compensation program is subject to the rules of the State of Minnesota Deferred Compensation Matching Program and Tax Sheltered Annuities Plan as entitled under Minnesota and Federal statute and IRS rulings.

Article IX Discipline, Reduction In Force, Resignation

Section 1. Discipline as a Result of Employee Action: The Administrative Assistant may be disciplined. Discipline may consist of a verbal warning, written warning, suspension with or without pay, and termination for cause. The causes that may result in discipline include, but are not limited to:

- a. Unsatisfactory job performance
- b. Stealing
- c. Intoxication or using mood-altering chemicals on the job
- d. Insubordination
- e. Failure to report to work without proper notification
- f. Misuse of benefits defined herein
- g. Violation of confidentiality
- h. Violation of District policy.

Section 2. Reduction in Force/Realignment of Positions: The position of Administrative Assistant, like other positions in District 112, may be affected in times of reduction in force or restructuring. Should either situation affect an employee's position, the Administrative Assistant will be provided no less than thirty (30) days written notice.

Section 3. Resignation: When the Administrative Assistant wishes to terminate employment, a minimum of two (2) week notice must be provided. The written notice shall state the reason for the termination and also state the last day of employment. If a two (2) week notice is not received, District 112 has the right to charge a fee of \$50 to cover the costs of finding a suitable replacement.

Article X Miscellaneous

Section 1. Pay Dates: Pay dates shall be on the fifteenth (15th) and the last day of each month.

Section 2. Direct Deposit: As of July 1, 1998, all employees shall be paid through direct deposit.

Section 3. Per Diem and Mileage Allowance: The District shall reimburse the Administrative Assistant for eligible per diem business and mileage expenses incurred as a result of performing job related responsibilities. Reimbursement shall be consistent with District 112 School Board Policy.

**Article IX
Compensation**

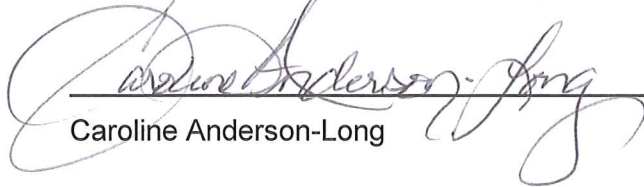
Section 1. Initial Placement: The Superintendent and his/her designee have discretion to place persons relative to salary as they assume the position of Administrative Assistant to the Superintendent.

Section 2. Salary: The salary for the position of the Administrative Assistant to the Superintendent based on a work year of 52 weeks (July 1 through June 30) is as follows:

<u>2016-2017</u>	<u>2017-2018</u>
\$77,929.00	\$81,842.00

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

For: Administrative Assistant To Superintendent



Caroline Anderson-Long

For Independent School District 112



Lisa Anderson
Board Chair



Tim Klein
Board Clerk



Jim Bauck
Superintendent



Jim O'Connell
Director of Administrative Services

Date Approved: December 12, 2016