

**MEMORANDUM OF UNDERSTANDING
DISCRETIONARY LEAVE**

This Memorandum of Understanding is entered into between Independent School District No. 834, Stillwater, Minnesota (hereinafter referred to as the "School District") and the St. Croix Education Association (hereinafter referred to as the "SCEA").

WHEREAS, the District and the SCEA have been engaged in the negotiation the 2019-2021 SCEA Master Contract since November 2019; and

WHEREAS, as of the date of this MOU, the negotiations process has not been completed; and

WHEREAS, significant work has been done to reach tentative agreement on the conditions surrounding a new leave called Discretionary Leave; and

WHEREAS, it has been the intent of the parties to implement Discretionary Leave beginning with the 2020-2021 school year, as a test period, through an MOU; and

WHEREAS, despite the fact that the 2019-2021 SCEA Master Contract has not been ratified, the parties mutually agree that it is in the best interest of both parties, to implement Discretionary Leave, through an MOU, beginning with the start of the 2020-2021 school year.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Effective with the start of the 2020-2021 school year, Discretionary Leave will be implemented with the key components:
 - a. Teachers will be allocated nine sick leave days (pro-rated as appropriate) on annual basis in accordance with Article X, Section 1.
 - b. Teachers will be allocated four discretionary days (pro-rated as appropriate) per year.
 - c. Unused discretionary days will be converted to sick leave at the end of each year.
 - d. Discretionary leave must be entered into AESOP a minimum of 48 hours in advance (no exceptions).
 - e. By no later than 24 hours prior to the start of the leave, a sub must be assigned to the absence in AESOP.
 - f. May not be used adjacent to a holiday or scheduled break more than one time per year.
 - g. May not be used during the first ten or last ten student days of the school year. However, upon written request, the Building Principal, after consultation with Human Resources, may approve discretionary leave days, during these restricted days.
 - h. May not be used on parent conference days.
 - i. May not be used on professional development days.
 - j. Not more than 5% of a building staff, or three teachers, whichever is greater, may use this leave on any given day.

- k. Unspecified leave is no longer earned.
- l. Teachers may retain their unspecified leave days until such time as the language in this MOU becomes a part of the contract language, or this MOU is discontinued. At such time as the language becomes a part of the SCEA Master Contract, teachers will be required to use any remaining unspecified leave prior to being approved additional discretionary leave.
- m. Teachers will have the option to use unspecified leave in conjunction with discretionary days, however, no more than a maximum of eight days may be used in a year when combining unspecified and discretionary days.
- n. Personal leave is eliminated.
- o. No change to jury duty or military leave.
- p. The following Bereavement leave language will be added:

Up to five days per occurrence of paid leave shall be granted for death in the immediate family. For purposes of this Section, immediate family is defined as spouse, children, stepchildren, parents, spouse's parents, stepparents, brothers, sisters, brothers-in-law, sisters-in-law, aunts, uncles, grandparents, and grandchildren.

In addition, one day of bereavement leave per year shall be available for death of an individual not included in the relationships listed above. If an employee has used the one day per year, and has an additional occurrence, they may submit a request for an additional day to the Executive Director of Admin Services.

- 2. It is the intent of the parties to incorporate this language into the contract during the negotiation of the 2021-2023 Master Contract. The Discretionary Leave language included in this MOU shall continue in force until such time as the 2021-2023 SCEA Master Contract is ratified.

ST. CROIX EDUCATION ASSOCIATION

INDEP. SCHOOL DIST. 834, STILLWATER

DATE: 8/31/20

DATE: _____

BY 
ITS PRESIDENT

BY _____
FOR THE DISTRICT