

MEMORANDUM OF AGREEMENT

Re: Leave Bank

The School Board of Independent School District No. 882, Monticello, Minnesota ("District"), enters into this Memorandum of Agreement with the exclusive representatives of all non-certified employees of Monticello Public Schools ("Associations").

The District and the Associations agree to establish a Leave Bank as follows:

1. **Purpose:** To provide additional leave to employees who have exhausted their leave and have a catastrophic accident, injury, or serious recurring illness necessitating an extended absence.
2. **Qualifications:** To qualify as a catastrophic accident, injury or illness for the purpose of this Leave Bank provision, the employee must have exhausted their leave accrual and had:
 - A. An accident with major injury causing absence by the employee over an extended period of time which is verified by medical documentation.
 - B. A serious illness causing absence by the employee over an extended period of time verified by medical documentation.
3. **In Addition:**
 - A. The leave bank will not be available for any treatment and/or surgery considered elective in nature as determined by a qualified physician.
 - B. An employee who is collecting benefits from long-term disability or worker's compensation will not be eligible to access the leave bank.
4. **Committee:**

The Leave Bank will be administered by five (5) representatives as identified by the District and one (1) representative employed by the District as identified by each of five (5) individual Associations, hereafter referred to as the "Committee." Simple majority vote of a quorum (seven members) of the Committee will be used for decision-making. Votes resulting in a deadlock will be understood as a denial of the leave bank request.
5. **Guidelines:**
 - A. Participation Requirements
 1. All employees that have completed one (1) calendar year of service to the District as an employee are eligible to participate in the leave bank.
 2. Eligible employees must contribute leave hours from their accrued balance of a minimum of one (1) day and up to a maximum of two (2) days to participate in the leave bank each open enrollment period. For purposes of this MoA, the employee's full-time equivalent (FTE) as of June 30 annually shall be deemed to meet the definition of "day."
 3. During the first year (2024-25) of implementing the leave bank, all

employees wishing to participate need to complete the leave bank donation form and submit it to the District within thirty (30) days after notification of the leave bank.

4. All new hires after July 1, 2024 may choose to participate in the leave bank by submitting the completed donation form to the district office within thirty (30) days of eligibility.

5. When the leave bank reaches a minimum threshold of 100 days, the Committee will notify all employees of a 30-day open enrollment period. Employees must re-enroll at each open enrollment period with a new donation to remain eligible for the leave bank. Employees choosing not to enroll will not be eligible to participate in the leave bank until the next open enrollment period, so long as the employee makes a donation to the leave bank at that time.

6. All leave hours contributed to the leave bank are non-refundable.

B. Administration of the Leave Bank.

1. Within fifteen (15) days of the close of the open enrollment period, the District will inform the Associations of the donations and submit a written list of employees that donated days/hours to the leave bank and the donation total. This notification process will take place at the end of each open enrollment period.

2. The Associations will have the opportunity to independently verify the leave bank database and compare records to the District ledger.

3. After verification, the District will remove donated leave hours from individual employee accounts.

C. Accessing the Leave Bank

1. A written request to use the leave bank is to be made to the Director of Human Resources. The request must include the reason for the need to access the leave bank, the anticipated number of days the employee will need to miss work, and appropriate medical documentation by a treating physician. By submitting the request, the employee is consenting to the release of the included information to the Committee.

2. The Director of Human Resources and the Associations designated lead representative on the Committee will review applications and redact names and personal information from the request. Should the Director of Human Resources and the Associations representative mutually agree that a request does not meet the Qualifications of the leave bank as identified above, the request will be summarily dismissed and the Committee will not convene.

3. To make a determination of granting or denying a request to use leave from the leave bank, an employee requesting the use of the leave bank may have their leave usage audited. The audit may cover the two school years preceding the employee's request. Patterns of absence indicating abuse will be reviewed, noted, and

considered. Patterns of abuse are most often indicated by frequency, duration, and repeated days/times of past absences.

4. The Committee will convene and discuss the request for additional leave days to an individual from the leave bank.

5. The Committee will grant or deny the request and determine the appropriate number of hours to award an accepted request.

6. The maximum number of leave bank hours any individual employee is allowed to use over a four (4) school year period is 120 days, with a maximum cap of 60 days in any one school year. An employee cannot access the leave bank more than three (3) consecutive school years.

7. Decisions of the Committee are final and are not grievable.

6. This MoA is agreed upon for the 2024-25, 2025-26, and 2026-27 school years.
7. If any provision of this MoA is held to be invalid by operation of law, the remainder of the MoA shall not be affected thereby and shall remain in full force and effect.
8. Nothing in this MoA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the master agreement between the District and the Associations. No party may submit this MoA in any proceeding as evidence of a precedent or practice.
9. This MoA constitutes the entire agreement between the parties related to this matter. Neither party has relied on any statements or promises that are not set forth in this document. The MoA controls to the extent that it conflicts with the master agreement. No changes in this MoA are valid unless they are in writing and signed by all parties.

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

**FOR:
NON-CERTIFIED EMPLOYEES**

**FOR:
INDEPENDENT SCHOOL DISTRICT #882**

TBD
Steward, Administrative Assistant Employees

Kathy Ziebarth
Chair, Board of Education

TBD
Steward, Custodial & Maintenance Employees

Melissa Curtis
Clerk, Board of Education

TBD
Steward, Education Support Specialists

TBD
Steward, Food Service Employees

TBD
Steward, Technology Support Employees