

FACULTY MASTER AGREEMENT

INDEPENDENT SCHOOL DISTRICT #882
AND EDUCATION MINNESOTA - MONTICELLO

Effective Dates: July 1, 2023 through June 30, 2025
MONTICELLO PUBLIC SCHOOLS FACULTY MASTER AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE I: PURPOSE</u>	<u>1</u>
Section 1: Parties	1
<u>ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE</u>	<u>1</u>
Section 1: Recognition	1
Section 2: Appropriate Unit	1
<u>ARTICLE III: DEFINITIONS</u>	<u>1</u>
Section 1: Terms and Conditions of Employment	1
Section 2: Teacher	1
Section 3: School District	2
Section 4: Year	2
Section 5: Year of Service	2
Section 6: Other Terms	2
<u>ARTICLE IV: SCHOOL DISTRICT RIGHTS</u>	<u>3</u>
Section 1: Effect of Laws, Rules & Regulations	3
Section 2: P.E.L.R.A. 179A.07 Rights and Obligations of Employers	3
Section 3: Reservation of Managerial Rights	3
<u>ARTICLE V: TEACHER RIGHTS</u>	<u>3</u>
Section 1: P.E.L.R.A. 179A.06 Rights and Obligations of Employees	3
Section 2: Personnel Files	5
<u>ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY</u>	<u>5</u>
Section 1: Basic Compensation	5
Section 2: Status of Salary Schedule	5

Section 3: Placement on Salary Schedule	5
Section 4: Substitute Teacher Salaries	6
Section 5: Salary Payroll Schedule	7
Section 6: Hourly Part Time Teacher Payment	7
<u>ARTICLE VII: EXTRA COMPENSATION</u>	<u>7</u>
Section 1: Extra Curricular Schedule	7
Section 2: Extended Employment	7
Section 3: National Board Certification	8
Section 4: Compensation for Teaching College Level Courses	9
<u>ARTICLE VIII: GROUP INSURANCE</u>	<u>9</u>
Section 1: Health and Hospitalization Insurance	9
Section 2: Long-term Disability Insurance	11
Section 3: Term Life Insurance	12
Section 4: Dental Insurance	13
<u>ARTICLE IX: LEAVES OF ABSENCE</u>	<u>13</u>
Section 1: Sick Leave	13
Section 2: FMLA Leave	14
Section 3: Personal Leave	15
Section 4: Crisis Leave	16
Section 5: Professional Leave	16
Section 6: Jury Duty Leave	16
Section 7: Funeral Leave	16
Section 8: Child Care Leave	16
Section 9: Worker's Compensation	18

Section 10: Long Term Leave of Absence	19
<u>ARTICLE X: TEACHER DISCIPLINE</u>	<u>20</u>
Section 1: Discipline	20
Section 2: Progressive Discipline	20
<u>ARTICLE XI: POSTINGS, SENIORITY, UNREQUESTED LEAVE OF ABSENCE (ULA)</u>	<u>20</u>
Section 1: Postings	20
Section 2: Establishment of Seniority List	21
Section 3: Unrequested Leave of Absence	21
Section 4: Status of License	25
Section 5: Effect	25
<u>ARTICLE XII: APPROVED MILEAGE</u>	<u>25</u>
Section 1: Mileage Rate	25
Section 2: Intra-District Travel	25
Section 3: Traveling Teachers	26
<u>ARTICLE XIII: LONGEVITY PAY</u>	<u>26</u>
Section 1: Requirements	26
Section 2: Annual Amount	26
Section 3: Longevity Pay - Career 50	26
Section 4: Longevity Pay - Career 20 Year	26
Section 5: Longevity Pay - Career 25 Year	26
Section 6: ECFE/Licensed Preschool Longevity Pay - Career 10	26
<u>ARTICLE XIV: PUBLICATION OF CONTRACT</u>	<u>27</u>
Section 1: Faculty Copies	27
<u>ARTICLE XV: PEER REVIEW PROCESS</u>	<u>27</u>
<u>ARTICLE XVI: EARLY RETIREMENT ELIGIBILITY</u>	<u>27</u>

Section 1: Eligibility	27
Section 2: Written Notice	27
Section 3: Retirement Benefits	27
Section 4: Forms of Payment	28
<u>ARTICLE XVII: DEFERRED MATCHING COMPENSATION</u>	
<u>28</u>	
Section 1: Eligibility	28
Section 2: Part-Time Teachers	28
Section 3: Teacher on Authorized Unpaid Leave	28
Section 4: Teacher Match	28
Section 5: Approved Plans	29
Section 6: Intent to Participate/Enrollment Period	29
Section 7: Discontinuance of Service	29
Section 8: Portfolio Management	29
Section 9: Hold Harmless Provisions	29
<u>ARTICLE XVIII: HOURS OF SERVICE</u>	
	<u>30</u>
Section 1: Basic Day	30
Section 2: Building Hours	30
Section 3: Additional Services	30
Section 4: Teacher Prep Time	30
Section 5: ECFE/Licensed Preschool Teacher Prep and Setup/Takedown Time	30
Section 6: ECFE/Licensed Preschool Teacher Class Assignments	30
<u>ARTICLE XIX: LENGTH OF THE SCHOOL YEAR</u>	
	<u>30</u>
Section 1: Teacher Duty Days	30

Section 2: Teacher Work Year	30
Section 3: Emergency Closings	30
Section 4: Extended Closing	31
Section 5: Alteration of School Term	31
Section 6: Modification in Length of School Day	31
Section 7: School Closings for ECFE/ Licensed Preschool Teacher	31
<u>ARTICLE XX: BMS GRIEVANCE PROCEDURE</u>	<u>31</u>
Definitions	31
<u>ARTICLE XXI: DURATION</u>	<u>33</u>
Section 1: Terms and Reopening Negotiations	33
Section 2: Effect	34
Section 3: Finality	34
Section 4: Severability	34
<u>SCHEDULE A: 2023-24</u>	<u>35</u>
<u>SCHEDULE B: 2024-25</u>	<u>36</u>
<u>SCHEDULE C: EXTRA-CURRICULAR</u>	<u>37</u>
<u>SCHEDULE D: PART-TIME HOURLY RATE</u>	<u>41</u>
<u>SIGNATURE PAGE</u>	
<u>42</u>	
<u>APPENDIX I: MoA CONCERNING TEACHER SICK LEAVE BANK</u>	<u>43</u>
<u>APPENDIX II: MoA CONCERNING FLEXIBLE SCHEDULES MONDAY – FRIDAY</u>	<u>46</u>
<u>APPENDIX III: MoA CONCERNING USE OF TIME ON WORKSHOP AND PROFESSIONAL DEVELOPMENT DAYS FOR CERTIFIED STAFF</u>	<u>47</u>

ARTICLE I

Purpose

Section 1. *Parties:* THIS AGREEMENT, entered into between Independent School District No. 882, Monticello, Minnesota, hereinafter referred to as the School District, and Education Minnesota-Monticello, referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

Recognition of Exclusive Representative

Section 1. *Recognition:* In accordance with the P.E.L.R.A., the School District recognizes Education Minnesota-Monticello as the exclusive representative of teachers employed by the School District of Independent School District No. 882, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. *Appropriate Unit:* The exclusive representative shall represent all the teachers of the District as defined in this Agreement and in said Act.

ARTICLE III

Definitions

Section 1. *Terms and Conditions of Employment:* The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a School District. The terms in both cases are subject to the provisions of the P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

Section 2. *Teacher:* The term "teacher" shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, assistant superintendent, principals, assistant principals, directors and athletic director who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law. Salaries and fringe benefits for substitute teachers will be set by School Board policy and will not be covered under the terms and conditions of this Master Contract.

All teachers employed by the School District and working 0.50 FTE or more for the full contract year will be granted as follows: prorated LTD, life insurance, sick leave days and personal leave days based on the amount of time employed and a single health and dental insurance policy will be paid by the School District up to limits as established in this agreement. The part time teacher will have the

option of paying the difference between the district paid single policy and family policy if desiring family health and/or dental.

Part time teachers working less than 0.50 FTE shall earn leave benefits as defined in Article IX: Leaves of Absence.

Subd. 1. Statutory Consideration Regarding ECFE/Licensed Preschool Teachers

A person who teaches in an early childhood and family education program which is offered through a community education program and which qualifies for community education aid pursuant to section 124D.20 or early childhood and family education aid pursuant to section 124D.135 shall continue to meet licensure requirements as a teacher. A license which is required for an instructor in a community education program pursuant to this subdivision shall not be construed to bring an individual within the definition of a teacher for the purposes of section 122A.40, subdivision 1.

ECFE/Licensed Preschool Teachers working at least 0.15 FTE shall receive twenty-five (25) hours of sick leave and five (5) hours of personal leave annually.

Subd.2

Tier 1 and Tier 2 teachers do not have continuing contract rights. Once a Tier 2 teacher becomes a Tier 3 teacher all parts of this collective bargaining agreement apply. Up to two years of continuous experience as a Tier 2 teacher will apply to Tier 3 continuing contract status. Some provisions of this contract apply to all certified staff and some provisions apply only to Tier 3 and Tier 4 teachers, as specifically outlined in those articles.

Section 3. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Year: The term "year" shall mean contract year unless otherwise stipulated.

Section 5. Year of Service: Beginning in the 2020-2021 school year, a tenured teacher will receive credit for a year of service for their work during the contract year by working a minimum of 100 contract days, including teacher workshop days, and the days the employee missed work, but used the employee's sick leave and/or the employee's personal leave to receive pay. All previous MOU's and decisions made prior to the 2020-2021 school year will stand, regarding determination of a year of service. A year of service for a probationary teacher will continue to be 90 days of student contact in the school year per MN Statute 122A.40.

Section 6. Other Terms: Terms defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV
School District Rights

Section 1. *Effect of Laws, Rules and Regulations:* The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching services and additional activities as prescribed by the School District in this contract and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws, rules, regulations, and orders of the State of Minnesota and Federal Government. Any provisions 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 2. *P.E.L.R.A. 179A.07 Rights and Obligations of Employers:*

Subd. 1. School District or its representative is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District or its representative, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Subd. 2. School District or its representative must afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purposes of conducting the duties of the exclusive representative and must, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative. The School District shall grant with pay sixteen (16) days, of which four (4) of these days may only be used for negotiations or issues related to the contract, to be used during the contract year for business covered under this provision.

Section 3. *Reservation of Managerial Rights:* The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V
Teacher Rights

Section 1. *P.E.L.R.A. 179A.06 Rights and Obligations of Employees:*

Subd. 1. Pursuant to the P.E.L.R.A. nothing contained in this act shall be construed to limit, impair or affect the right of any teacher or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their

betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against their will. If no exclusive representative has been certified, any public employee individually, or group of employees through their representative, shall have the right of expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, by meeting with their public employer or their representative so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

Subd. 2. Pursuant to the P.E.L.R.A., teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations, teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the employer or such unit.

Subd. 3. The exclusive representative hereby warrants and covenants that it will defend, indemnify and hold the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of past fair share fees specified by the exclusive representative as provided herein.

Subd. 4. Teachers who are professional employees, as defined by the P.E.L.R.A., have the right, through their elected representatives, to meet and confer with the School Board or its representatives regarding policies and matters not included under P.E.L.R.A.

Subd. 5. Teachers, through their certified exclusive representative, have the right and obligation to meet and negotiate in good faith with their employer regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the exclusive representative to agree to a proposal or require the making of a concession.

Subd. 6. Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to the P.E.L.R.A. of 1971, as amended. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization. Education Minnesota-Monticello dues will be deducted from the teachers' paycheck in equal amounts from 16 pay periods.

Subd. 7. An exclusive representative shall have the right to petition the director for arbitration under the P.E.L.R.A., provided the exclusive representative or the employer has first petitioned the director for mediation services as are available under the P.E.L.R.A.

Section 2. Personnel Files: Pursuant to M.S. 122A.40, subd. 19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular school hours to each individual teacher upon their written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files, as provided by law.

ARTICLE VI

Basic Schedules and Rates of Pay

Section 1. Basic Compensation:

Subd. 1. 2023-24 Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be effective only for the 2023-24 school year and teachers shall advance one increment on the salary schedule, subject to the provisions of Section 2 hereof.

Subd. 2. 2024-25 Rates of Pay: The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2024-25 school year and teachers shall advance one increment on the salary schedule, subject to the provisions of Section 2 hereof.

Section 2. Status of Salary Schedule: The salary schedules are not to be construed as a part of a teacher's continuing contract as defined in M.S. 122A.40. The School District reserves the right to withhold increment advancement, lane changes or any other salary increase with just cause as the School District shall determine. The School District reserves the right to grant additional pay to secure and retain competent persons in critical fields and/or pay on the basis of merit.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District.

Subd. 2. Credits: To apply on the salary schedule, all credits beyond the bachelor's degree lane must be graduate credits or be part of an approved graduate college program. All classes must be taken for a letter grade; A-F. Exceptions may be made for classes that cannot be offered with A-F grading. The grade received for the credits must be a "B" or better to qualify for lane changes. No more than four (4) credits per ten (10) lane change credits may be from workshops unless they are part of an approved

college program. Exceptions to this section may be made at the discretion of the Superintendent, Assistant Superintendent, Director of Human Resources or designee.

Subd. 3(a). Application: Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree, and must be taken at, or given by, (including online courses), an accredited college or university. No credits will be approved that primarily involve television or video viewing, correspondence work or independent/self-study, unless an exception is granted at the discretion of the Superintendent, Assistant Superintendent, Director of Human Resources or designee.

Subd. 3(b). Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent, Assistant Superintendent, Director of Human Resources or designee, in writing prior to the taking of the course, if not part of a master's program, or specialist degree program.

Subd. 3(c). Credit Equivalent: One (1) Semester Credit will equal One and a Half (1 ½) Quarter Credits. Salary Schedules A and B will reflect semester credit equivalence with BA, BA+10, BA+20, BA+30, MA, MA+10, MA+20.

Subd. 4. Effective Date: Individual contracts will be modified to reflect qualified lane changes twice every year. This is to be effective at the beginning of the school year and March 15th providing a transcript of qualified credits is submitted to the Superintendent, Assistant Superintendent, Director of Human Resources or designee, no later than September 1st and March 1st of each year. Any teacher who applies for lane change at the March 1st date must give the Superintendent, Assistant Superintendent, Director of Human Resources or designee, written notice of this anticipated change by the preceding February 1st.

Subd. 5. Advanced Degree Program: A teacher shall be paid on the master's degree lane or higher degree lane only if the degree program as specified by the college is germane to the teaching assignment as approved by the School District and the degree program is approved in writing by the Superintendent, Assistant Superintendent, Director of Human Resources or designee, in advance.

Subd. 6. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid.

Subd. 7. Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and teacher.

Section 4. Substitute Teacher Salaries: When a faculty member fills in during their preparation period for another teacher who is absent, such teacher shall be compensated per the schedule established under Article VII Extra Compensation, Section 2, Extended Employment, subd. 3. All assignments shall be scheduled by the principal, from a list of those teachers indicating an interest in being so scheduled.

Section 5. Salary Payroll Schedule: Teachers' salaries shall be paid on a twice a month basis, the 15th and the 30th, or on the last business day prior to the 15th or 30th. All teachers will receive their check via direct deposit into an account or accounts of their choice. Teachers' salaries may be elected to be paid on a nine and a half (9 ½) or twelve (12) month basis. Any teacher who desires to receive their annual pay on a nine and a half (9 ½) month basis must notify the District Office of this decision by the last day of teacher workshop prior to the first day of school. Teachers electing to be paid on a nine and a half (9 ½) month basis will receive their paycheck on June 15th or the Friday preceding June 15th if the 15th is a Saturday or Sunday. Teachers not returning to the system the following year may receive their remaining checks on June 30th, if they desire.

Section 6. Hourly Part Time Teacher Payment: Part-time teachers who are paid on an hourly basis will report their work hours using paper timesheets or an electronic alternative. Payment will be made according to the District Hourly Payroll Schedule.

ARTICLE VII Extra Compensation

Section 1. Extra-Curricular Schedule:

Subd. 1. The wages and salaries reflected in Schedule C attached hereto shall be a part of this Agreement for the years 2023-25.

Section 2. Extended Employment: In the event that a limited number of extended employment positions exist, the following policies will apply to the filling of these positions.

Subd. 1. There will be an opportunity for teachers to apply for extended employment beyond the 183 duty days for 2023-24 and 183 duty days for 2024-25 in the areas listed in Article VII, Extra Compensation, Section 2, subd. 2. of this Agreement. Salaries for extended employment will be determined on a set fee and not as a pro rata formula of the regular term contract.

Subd. 2. Extended employment shall be in the following disciplines as assigned by an administrator. Administrators include: Superintendent, Assistant Superintendent, Director of Human Resources, Principal, Assistant Principal, Director of Curriculum and Instruction, Director of Special Education, Director of Technology, Activities Director, and Community Education Director:

1. Teaching of Extended Year or Extended Day Programs
2. Driver's Training
3. Research and/or Curriculum Development
4. Music concerts and programs, and Band concerts and programs, up to an additional two hours for set up and take down.
5. Art Show plus up to two hours for set up and take down
6. Kindergarten Registration and Countdown
7. High School Graduation Ceremony

8. Teachers directed to instruct/supervise additional students
 - o When a teacher is directed by an administrator to instruct/supervise five (5) or more students not assigned to their regular hourly schedule, that teacher will be compensated on an hourly basis according to this article.

Extended employment contracts will be issued in accordance with the number of students enrolled in disciplines one (1) and two (2) above.

Subd. 3. The following pay schedule per hour will be used: 2023-25 thirty-five dollars (\$35) per hour. The pay schedule for part time teachers working less than 0.50 FTE and ECFE/Licensed Preschool teachers will follow Schedule D.

Subd. 4. A week of extended employment for the teaching of summer school will be considered up to a maximum of twenty-five (25) hours per week for a period of six (6) weeks. A week of extended employment for driver's training shall be considered up to a maximum of thirty-five (35) hours for up to eight (8) weeks.

Subd. 5. Extended employment as described in these policies shall be in effect with the commencement of this contract, July 1, 2021.

Subd. 6. A list of determined school needs for extended employment will be announced by April 20th of each year. Interested teachers must notify the respective principals of their interest by May 5th. A sufficient number of faculty members will be employed for the teaching of extended year or extended day program and driver's education as determined by the Administration and Board of Education. Contracts will be awarded at the special board meeting in May of each year.

Section 3. National Board Certification: Any teacher covered by this agreement who earns and/or maintains a National Certification in an area germane to their teaching assignment will receive seven hundred and fifty dollars (\$750.00) per year until the National Certification ends. This bonus would apply to Classroom Teachers, Speech/Language Clinicians, Occupational/Physical Therapists, School Psychologists, and Social Workers.

The Superintendent must be notified in writing when the teacher begins the application process for National Board Certification. The teacher may apply for, and be granted, lane change credit upon completion of the National Board Certification process. Credits for National Board Certification may be used for lane change credits if the credits apply for a School Board approved Master Program and the class credit has been successfully completed.

Individual contracts will be modified to reflect National Board Certification on February 1st of each year. In order to receive the bonus, teachers must submit a National Certification Bonus application form to the Superintendent by November 1st. Bonuses will be paid as one (1) lump sum payment on the February 15th payroll. Eligible teachers must apply annually in order to receive the bonus for that school year.

Section 4. Compensation for Teaching College Level Courses: Certified staff with the required license and certifications, who deliver courses classified as college-level (AP and CIS courses) will earn a stipend of \$1,500 per year payable on each paycheck throughout the year.

ARTICLE VIII Group Insurance

Section 1. Health and Hospitalization Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2a. Health and Hospitalization Contribution: The School District shall contribute a sum of \$1,903 per month for the 2023-24 school year and \$2,138 per month (family coverage) or \$975 per month (single coverage) for the 2024-25 school year toward the premium for coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. District contributions towards a family policy for part time teachers working 0.50 FTE or more will be prorated based on FTE assignment. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2b. Health Savings: The District contribution will be as follows:

- Single Policy
 - District contribution of \$1,015 per year
- Family Policy
 - District contribution of \$2,000 per year

In the event the policy cost is greater than the District contribution, no contribution will be made to the employee's HSA.

Subd. 3. Claims Against the School District: It is understood that the School 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 School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: A teacher is eligible for school District contributions as provided in this Article as long as the teacher is employed by the School District. Upon termination of employment, according to the provisions outlined in Article XVI, Early Retirement Eligibility, all District health insurance contributions shall cease and retirement health insurance shall commence beginning with the first day of the first month after the employee retires. In the event a teacher either resigns or is terminated from their position effective at the conclusion of the school year, the District insurance contributions shall be in effect until August 31st of the year in which the teacher was employed. Teachers that resign, retire, or are terminated prior to the end of the school year, and are not eligible for the provisions outlined in Article XVI,

Early Retirement Eligibility will have any District contributions to their health insurance cease the month following their last day of employment.

Subd. 5. Eligibility: Benefits provided in this Article are designed for full-time personnel. District contributions for part time teachers working 0.50 FTE or more will be prorated based on FTE assignment.

Subd. 6. Employed spouses: When both spouses are employed by the School District, one (1) family coverage or two (2) single policies will be paid in full by the School District. The selection of family or two (2) single policies will be at the discretion of the employee.

Subd 7. Retiree Insurance Participation:

- a. All full time teachers who qualify under Article XVI “Early Retirement Eligibility” may continue to participate in the District’s group health and hospitalization insurance plan according to this subdivision. The District agrees to contribute an amount equal to the premium for a single individual or two single premiums in the event spousal coverage is requested. Such contributions shall continue for a maximum of ten (10) years or until the retired employee reaches Medicare eligibility. If the retiree dies before Medicare eligibility an eligible spouse may elect to continue coverage as outlined under this section until the date the deceased retiree would have reached Medicare eligibility.
- b. Should the retiree, through re-employment, become eligible for health insurance benefits comparable to the District’s plan, the District’s contribution shall cease. The retiree qualifying under this section shall notify the District of any re-employment during the period covered by (a) above.

Subd. 8. Health Reimbursement Account (HRA):

- a. All teachers hired after July 1, 2008 shall not be eligible for the retirement incentive in Article VIII Group Insurance, Subd. 7 of the Master Agreement. Such teachers shall only be eligible to participate in a Health Reimbursement Account.
- b. Any full-time teacher who has completed ten (10) years of full-time continuous service with the School District shall be eligible for an HRA. The annual contribution shall be into a HRA account, designated by the Monticello Insurance Committee, beginning in a person’s eleventh (11th) year of employment in the District, and according to the following matrix:

<u>Year</u>	<u>District Contribution 2023-24</u>
11-15	\$2,404
16-20	\$3,616
21-25	\$4,808
26+	\$6,009

This pattern shall continue until a person severs employment from the District.

The amount of the contribution shall adjust annually based on the "All Items Less Food and Energy" CPI rate in September. The adjustment to the HRA contribution shall never be negative.

Contributions into the account shall be made annually in two installments made by the District on January 15 and July 15 and will be prorated on actual service if service is less than one contract year

1. Part-Time and Temporary Teachers: Part-time and temporary teachers working less than 0.50 FTE are not eligible to participate in this plan. Beginning in the 2019-2020 school year, the District contribution will be prorated for qualifying part-time and temporary teachers working 0.50 FTE or more.

2. Teacher on Authorized Unpaid Leave:

If a person is on an authorized unpaid leave for a year, the employee does not receive a year of service credit or the HRA contribution for that school year but will resume contributions at the level they were prior to leave. While this year is not counted toward the continuous service of this employee, this authorized unpaid leave shall not interrupt the status of "continuous service" for determining eligibility of an employee. A teacher on a short-term unpaid leave of absence shall have their contribution prorated.

c. Hold Harmless Provisions:

Employees are not to construe the Health Retirement Plan or the School District contributions to the Plan as legal, tax, or investment advice by the School District.

The School District has neither reviewed nor approved any investment programs which the employee may obtain by way of contributions under the Health Retirement Plan.

The employee agrees to indemnify and hold harmless the school District from any adverse investment experience arising from or connected with contributions to the Health Retirement Plan.

Section 2. Long-term Disability Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Long-term Disability Insurance Contribution: The School District shall pay a sum of up to one hundred forty dollars (\$140.00) per year to each employee to be used for the sole purpose of purchasing LTD insurance through the School District. Payments will be reflected in each paycheck along with deductions for participation in the plan. The coverage levels for each full-time teacher will be at their own discretion but the District contribution will not exceed the allotted portion of one hundred forty dollars

(\$140.00) per year. District contributions for part time teachers working 0.50 FTE or more will be prorated based on FTE assignment. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Full-time teachers who wish to opt out of coverage, will not be eligible for the one hundred forty dollars (\$140.00) contribution allotment. This contribution is available to all full-time teachers employed by the School District who qualify for and are enrolled in the School District long-term disability plan.

Subd. 3. Claims Against the School District: It is understood that the School 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 School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: A teacher is eligible for School District contribution as provided in this Article as long as the teacher is employed by the School District. Upon termination of employment, all District contributions shall cease.

Subd. 5. Eligibility: Benefits provided in this Article are designed for full-time personnel as described in Article III Definitions, Section 2 Teachers, and shall not apply to part-time personnel working less than 0.50 FTE.

Section 3. *Term Life Insurance:*

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Term Life Insurance Contribution: The School District shall contribute up to seven dollars (\$7.00) per month toward the premium for term life insurance for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District term life insurance plan. Such plan will be in the amount of \$50,000 coverage per teacher. District contributions for part time teachers working 0.50 FTE or more will be prorated based on FTE assignment. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 3. Claims Against the School District: It is understood that the School 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 School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: A teacher is eligible for School District contribution as provided in this Article as long as the teacher is employed by the School District. Upon termination of employment, all District contributions shall cease.

Subd. 5. Eligibility: Benefits provided in this Article are designed for full-time personnel as described in Article III Definitions, Section 2 Teachers, and shall not apply to part-time personnel working less than 0.50 FTE.

Section 4. Dental Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Dental Insurance Contribution: The School District shall contribute a sum of up to ninety dollars (\$90.00) per month toward the premium for coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District dental insurance plan. District contributions towards a family policy for part time teachers working 0.50 FTE or more will be prorated based on FTE assignment. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

Subd. 3. Claims Against the School District: It is understood that the School 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 School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: A teacher is eligible for School District contribution as provided in this Article as long as the teacher is employed by the School District. Upon termination of employment, all District contributions shall cease.

Subd. 5. Eligibility: Benefits provided in this Article are designed for full-time personnel as described in Article III Definitions, Section 2 and shall not apply to part-time personnel working less than 0.50 FTE.

Subd. 6. Coverage: When both spouses are employed by the School District, one (1) family coverage will be paid in full by the School District.

ARTICLE IX
Leaves of Absence

Section 1. Sick Leave:

Subd. 1. All full-time teachers as defined in Article III Definitions, section 2 shall earn sick leave at the rate of fifteen (15) days annually at the start of each school year not to be prorated, but only a maximum of 120 sick leave days will carry over as of June 30th of each year. Teachers hired after September 30 will have sick leave prorated for that school year. Sick leave for part time teachers working 0.50 FTE or more will be prorated based on FTE assignment. Part time teachers working less than 0.50 FTE shall receive the equivalent of five (5) sick leave days. An additional day of sick leave will be granted for each four (4) weeks of extended employment.

Subd. 1A. All teachers, including ECFE/Licensed Preschool teachers, working less than 0.50 FTE shall earn sick leave hours at the start of each school year, but only a maximum of 100 hours will carry over as of June 30th each year.

Subd. 2. Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to personal illness, injury or physical disability or illness, injury or physical disability in the immediate family which prevents their attendance at school and performance of duties on that day or days. Immediate family shall be identified as those individuals designated in State Statute. It will also include step children.

Subd. 3. The School District may require a teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 4. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 6. Teachers absent more days than their accumulated sick leave will have deductions from their salary, health, and dental insurance at the rate of 1/183 per day for each day in excess of accumulated sick leave. Absence for less than one (1) day shall be prorated at the same rate.

Subd. 7. Sick Leave Bank: Teachers may donate their sick leave to another teacher who has exhausted their available sick leave and has not yet qualified for the District's income protection plan. Teachers may, on an individual basis, voluntarily donate a maximum of two (2) days of their sick leave to the incapacitated teacher by filling out a form to be forwarded to the District Office for the appropriate reduction in donating teacher's sick leave. This sick leave bank is expressly for the purpose of allowing the incapacitated teacher to reach eligibility for the District's income protection plan. Unused days that remain in the bank after each incapacitated teacher reaches eligibility for the District's income protection plan, shall be held in a sick bank account that can be accessed by additional teachers who make a request to the School District for consideration under this subdivision. The School District will provide an annual update regarding the number of remaining days in the pool to the President of Education Minnesota Monticello. Subdivision 7, Article IX Leaves of Absence is temporarily replaced by MOA, Appendix I, Sick Leave Bank.

Section 2. FMLA Leave:

Subd. 1. Eligible teachers shall be granted leave and benefits to which they are entitled to under the Family and Medical Leave Act (FMLA). Requests for family leave will be processed according to MN statute and federal law.

Subd. 2. A teacher will have the option to use or retain personal days while out on approved FMLA leave.

Subd. 3. A teacher will have the option to save up to 10 sick days they have accrued for use upon return from an approved FMLA leave.

Section 3. Personal Leave:

Subd. 1. All full-time teachers as defined in Article III Definitions, Section 2 Teachers will be granted three (3) personal days a year not to be prorated. Beginning in the 2019-2020 school year, each year that a teacher carries over sixty-one (61) days or more of sick leave into the following year, will receive one (1) additional personal day. An additional personal day (1) per year will be granted to all teachers at the beginning of their twentieth (20) year, or more of service to the Monticello School District. Personal leave for part time teachers working 0.50 FTE or more will be prorated based on FTE assignment. Part time teachers working less than 0.50 FTE shall receive the equivalent of one (1) personal day.

Subd. 2. All teachers will be allowed to take up to two (2) additional personal days once every three (3) years in exchange for twenty (20) accrued sick days. Teachers without twenty (20) accrued sick days at the time of the exchange request will not be allowed to utilize this provision. Three (3) years will be calculated by 'date of purchase' of the use of this provision. Teachers using this provision may choose to purchase one (1) or two (2) days, and will not be eligible to purchase personal days for three (3) years after the purchase date.

Subd. 3. All personal days will be granted upon request, but no reason for the leave has to be given.

Subd. 4. Requests for personal leave must be made in writing to the respective principal at least three (3) days in advance, except in the event of emergencies. All leaves must have prior approval but at no time shall more than 5% of teachers (rounded up to the nearest whole number) be granted personal leave on any one (1) day.

Subd. 5. Non-Tenured teachers, including ECFE/Licensed Preschool, in the District with unused personal leave days left at the end of the school year will receive the daily substitute teacher payment for the unused days. Payment will be received on the July 15 payroll. Non-tenured teachers that resign from their position will not qualify for reimbursement of unused personal days that remain in their account at the end of a school year.

Tenured teachers in the District with unused personal days left at the end of the year may elect to carry over up to three (3) personal days to the following year by notifying the District Office by June 1st. If the District does not receive this request, three (3) days will automatically be carried over and the teacher will receive payment at the daily substitute rate for any unused days. Payment will be received on the July 15 payroll. Tenured teachers that resign from their position will not qualify for reimbursement of unused personal days that remain in their account at the end of a school year.

Subd. 6. Non-Tenured/Tenured teachers who are terminated by the District according to Article X Teacher Discipline will not qualify for reimbursement of unused personal days that remain in their account at the end of a school year.

Section 4. Crisis Leave:

Subd. 1. Teachers may use up to five (5) days of sick leave to cover absences due to death or crisis in the immediate family. At the end of this five (5) days, the teacher may request additional time to be allowed by making a written request to the Superintendent. Crisis is interpreted as a rare, short term, unusual event or emergency such as but not limited to, serious injury or illness, natural disaster or fire.

Immediate family shall include the following: husband, wife, children, step-children and any relative of whom the employee is the legal custodial guardian, sisters, brothers, parents, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandchildren, grandparents and all significant other individuals mutually agreed upon by the administration.

Section 5. Professional Leave:

Subd.1. Teachers may be allowed to attend meetings of a professional nature. Such attendance must be cleared in advance with the respective building principal. Expenses incurred are not necessarily a school responsibility.

Section 6. Jury Duty Leave:

Subd. 1. Faculty members will turn over to the School District jury duty pay during the teacher contract work year and be given full teaching compensation for the time served on jury duty.

Section 7. Funeral Leave:

Subd. 1. Teachers will be granted a total of four (4) days non-accumulative as funeral leave per year. These days will be granted upon request to the respective building principal.

Section 8. Child Care Leave:

Subd. 1. A child care leave may be granted by the School 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. A teacher making application for child care leave shall inform the Superintendent, Assistant Superintendent, Director of Human Resources or designee in writing of their intention to take the leave at least three (3) calendar months before commencement of the intended leave. In rare cases, when a teacher may wish to revoke the request for child care leave, the Superintendent will use their discretion in

making a determination to work with the teacher to return to their teaching assignment.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of this Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The School 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; i.e., winter vacation, spring vacation, semester break or quarter break, end of the school year, end of a grading period, or the like. The availability of a substitute teacher may also be considered by the School District in the granting of a child care leave or the duration thereof.

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

1. Grant any leave more than twelve (12) months in duration.
2. Permit the teacher to return to their employment prior to the date designated in the request for child care leave.

Subd. 6. A teacher returning from child care leave shall be reemployed in a position which they are licensed unless previously discharged or placed on unrequested leave.

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

Subd. 8. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. A teacher on child care leave other than FMLA leave, is eligible to participate in School District group insurance programs as provided them before the commencement of the leave. Teachers with a sufficient combination of sick and

personal days available throughout the period of the approved child care leave will have group insurances paid for by the School District at the rate agreed upon within the Master Agreement throughout the leave period granted. Teachers with an insufficient combination of sick and personal days available for the period of the requested child care leave will pay health and dental insurance at the daily rate of 1/183 (times the days approved without sick or personal leave) of the premium for the uncovered child care leave per day. Any amount due will be deducted equally from the remaining paychecks for that year.

Subd. 11. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this section.

Subd. 12. A teacher on such leave shall notify the School District in writing no later than February 1st of their intent to return to their duties at the beginning of the next school term. Failure to notify the School District by February 1st will be considered a resignation from their teaching position.

Subd. 13. Adoption Leave: The School District shall grant an adoption leave to any teacher who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried teachers regardless of gender. Upon proof with written verification from a valid adoption agency and learning of the date of home placement, the teacher shall submit a written application for adoption leave to the School Board, including commencement date and return date. Staff will also be required to provide official documentation of pre-adoptive meetings from the appropriate agency or organization and in these instances will be granted the appropriate sick leave hours used.

Adoption leave will commence on the date of home placement or two (2) calendar weeks before commencement of home placement and may be for a period of up to one (1) year. A combined maximum of six (6) calendar weeks of accumulated sick leave may be utilized by an employee for the adoption of the child(ren), provided the leave is used preceding and or immediately following the placement of the child(ren). The staff member may only use two (2) weeks of their accumulated sick leave prior to the placement of the child(ren). If both parents are employed by the School District, they may use a combined total of up to six (6) calendar weeks leave.

Subd. 14. Paternity Leave: A teacher may use up to ten (10) consecutive working days paternity leave (paid sick hours) for the birth of a child if the sick leave is available.

Section 9. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the

employee and the employee's regular rate of pay to the extent of the employee's earned accrual sick leave.

Subd. 2. A deduction shall be made from the employee's sick leave accrual time according to the pro rata portions of days of sick leave which is used to supplement Worker's Compensation.

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

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

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this policy shall submit their Worker's Compensation check, endorsed to the School District, prior to receiving payment from the School District for this absence.

Section 10. Long Term Leave of Absence:

The School District may grant a leave of absence for nine (9) weeks, eighteen (18) weeks, or one (1) to three (3) years to a teacher for professional reasons upon the recommendation of the Superintendent for advanced study, exchange teaching, travel abroad, or other purposes which the School District feels would be a direct benefit to students of the District. Leaves of absence for nine (9) or eighteen (18) weeks must correspond to grading period breaks (either quarter or semester). Final decision in granting such leave of absence will rest solely with the School District. All requests for long term leaves of absence should be submitted in writing and shall include the following:

1. Reason for such request.
2. Explanation of how the employee intends to spend the time of such leave.
3. Such benefits as may be expected by the employee and the School District.
4. The date employee will resume their duties.

Long term leave requests shall be made prior to April 1st of each year. Requests on/after April 1st be considered on an individual basis by the District.

A teacher on leave of absence without pay will not earn position on the salary schedule or accumulate sick leave and other benefits. If the teacher wishes to participate in the group insurance programs, 100% of the premiums will be paid in advance each month by the teacher if permitted under the policy provisions.

The employee on leave of absence must signify in writing before February 1st, their intent to return to their duties at the opening of the next school term. Failure to signify such intent will cancel leave of absence and employee shall forfeit any right or claims to their former position. Failure to notify the School District by February 1st will be considered a resignation from their teaching position.

Article IX, Section 10 of the Master Contract shall not be subject to the Grievance Procedure and not contested by the bargaining unit.

ARTICLE X Teacher Discipline

Section 1. Discipline: All discipline shall be subject to the grievance procedure. All discipline administered generally shall have remediation as a goal, when possible, based on the relative seriousness of the matter. An oral reprimand will be clearly identified as such at the time of the disciplinary action, and a verbal notification of this action shall be given to both the employee and the Union.

Section 2. Progressive Discipline: A teacher generally shall be disciplined in the following manner, consistent with the principle of progressive discipline:

1. Oral Reprimand
2. Written reprimand
3. Suspension with or without pay
4. Termination

Subd. 1. Oral Reprimand: An oral reprimand shall normally be given to an employee as the first step of progressive discipline.

Subd. 2. Written Reprimand: A written reprimand shall be placed in the employee's personnel file. Before a written reprimand is placed in an employee's file, a copy will be given to the employee.

Subd. 3. Suspension With or Without Pay: The suspension shall take effect upon notification by the Superintendent to the employee along with the reason for the suspension. Salary withholding for suspension without pay shall not take place until acquiescence of the teacher or after all administrative remedies, including arbitration, have been exhausted.

Subd. 4. Length of Suspension: In any and all cases, suspension without pay will not exceed two (2) days per incident.

Subd. 5. Termination: Termination for cause shall be in accordance with Minn. Stat. 122A.40 and other relevant statutes. When the District views termination as the ultimate outcome the suspension will be five (5) days.

ARTICLE XI Postings, Seniority and Unrequested Leave of Absence (ULA)

Section 1. Postings: Open and new teaching positions will be posted for a period of five (5) days. Any current staff member may apply for a transfer during the five (5) day period, by submitting a letter of

interest. Internal applicants will be considered and communicated with before interviews take place. After a formal review of the candidates, a final hiring decision will be made by Administration. During the budget process (prior to May 10) administration retains the right to place all current certified staff into positions for which they are licensed and qualified. No challenges to this policy will be accepted.

Section 2. Establishment of Seniority List:

Subd.1. Preparation: Within thirty (30) days from the beginning of the school year, the School District shall cause a seniority list (by name, first date of teaching service, qualification and subject matter or field) of teaching positions to be prepared from its records. A draft seniority list shall be prepared by the school district, posted and emailed to all certified staff. Teachers will be notified when such posting has taken place. A separate list will be prepared for all part-time teachers, teachers working less than 0.50 FTE.

Subd.2 Request for Change: Any person whose name appears on such list and who may disagree with the findings of the school District and the order of seniority in said list shall have ten (10) days from the date of posting to supply written documentation, proof and request for seniority change to the School District.

Subd.3. Final List: Within ten (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the District deems warranted. A final seniority list shall be prepared by the School District, posted and emailed to all certified staff, which list as revised shall be binding on the School District and the teacher. Each year thereafter the School District shall cause such a seniority list to be updated to reflect any additions or deletions of personnel caused by retirement, death, resignation, other cessation of services and the addition of newly tenured employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Subd. 4. ABE, ECFE and Tier 3 and Tier 4 Licensed Preschool Teachers: ABE, ECFE, and Tier 3 and Tier 4 Licensed preschool teachers shall be placed on a separate ABE, ECFE, and Preschool seniority lists based upon seniority and areas of appropriate licensure. ABE, ECFE, and Tier 3 and Tier 4 Licensed Preschool teachers shall not have bumping or reinstatement rights on the regular K-12 seniority list, nor shall regular K-12 teachers have bumping or reinstatement rights on the ABE, ECFE, and Preschool seniority lists. ABE, ECFE, and Tier 3 and Tier 4 Licensed Preschool teachers shall accrue seniority dated back to their first day of continuous teaching service under the Faculty Master Agreement.

Section 3. Unrequested Leave of Absence (ULA).

Subd. 1. Purpose: The purpose of this article is to outline the provisions for the required plan for placing teachers on ULA because of discontinuance of position, lack of pupils, financial

limitations, merger of classes caused by consolidation of district, or separation of district(s) from the SNW Coop and comply with M.S. 122A.40.

Subd. 2. Definitions: For the purpose of this article, the terms defined shall have the meanings respectively ascribed to them.

A. Teacher: Teacher shall mean those members of the unit as defined by PELRA and this agreement except the provisions of the article shall not be applicable to any bargaining unit member who is not a teacher as defined by M. S. 122A.40, Subd.1. For purposes of this article a teacher is defined as a teacher who holds a valid Tier 3 or Tier 4 license.

B. Qualified: Qualified shall mean a teacher who possesses a valid state license listing subject matter fields being qualified to teach as defined by the State of Minnesota and in addition to state license, has a university major in the subject matter or field taught and, as determined by the most recent evaluation and a pattern of growth since the last evaluation, has continued teaching experience, or has requested to teach, within the past 5 years.

C. Seniority: Seniority applies only to Tier 3 and Tier 4 qualified teachers commencing with the first day of-service under the Faculty Master Agreement in the school district and shall exclude probationary teachers, Tier 1 and Tier 2 teachers, part-time teachers who spend less than 60 % of the school year fulfilling instructional duties with students and those teachers fulfilling positions of teachers on authorized military or other similar leave of absences.

Subd. 3. Unrequested Leaves of Absence (ULA) Processes:

No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same field and subject matter employed

A. Terms: The School Board may place on unrequested leave of absence (ULA) for a period not exceeding three (3) years from the time such leave is commenced, without pay or fringe benefits, as may be necessary because of discontinuance of position, lack of pupils, financial limitations, merger of classes, or separation of district(s) from the SNW Coop. After three (3) years, the right to reinstatement shall terminate; the teacher's right to reinstatement shall also terminate if the teacher fails to file with the Superintendent, or designee, by March 1 of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School Board.

B. Notice: Teachers placed on such leave shall receive official Board notice stating specific reasons for such actions by May 10th of the school year prior to the commencement of such leave, subject to a hearing as defined in M.S.122A.40, except that a hearing may be provided to show a violation of this contract. Unofficial notice may be given by the administration to assist teachers with the transition.

C. Placement: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1 or Tier 2 licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in the inverse order of seniority in the field and subject matter employed, as calculated by first date of teaching service under the Faculty Master Agreement.

With the following exceptions:

- 1) No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a teacher improvement plan for two (2) or more consecutive years as provided for in the teacher evaluation process required in MS122A.40, Subd.8.
- 2) A teacher has repeatedly declined or refused additional or specialized training.

D. Affirmative Action Program: The provisions herein shall not apply if it will result in any violation of the District's affirmative action program which shall include ethnic (ethnicity), race, color or gender; or any person employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if it is necessary to effectuate the purpose of such affirmative action program.

E. Tie-Breaker: In the event of a staff reduction action affecting employees whose first date of actual service commenced on the same date, and have equal seniority, the selection of the employee for purposes of discontinuance shall be at the discretion of the School District based upon the following criteria in the order listed until the tie is broken. Criteria:

- a. Total years of teaching service in the United States.
- b. Specialized training and advanced certifications obtained outside of District training.
- c. Number of years working under a Monticello Schools contract.
- d. Highest lane placement

E. Years of Service: Any teacher placed on such leave may engage in teaching or other occupation during such period and may be eligible for unemployment compensation if

otherwise eligible under the law for such compensation and such leave will not result in a loss of credit for years of service in the district earned prior to the commencement of such leave.

Subd. 4. Realignment: For purposes of placement on ULA, or reinstatement from ULA, nothing in this article shall require the School District to re-assign a senior teacher to a different position that the teacher is licensed for but is not qualified to fulfill, as defined in Section 2 above, to accommodate the seniority claims of a junior teacher.

Subd. 5. Dropping of License: Under the conditions of this article, a teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops a license that qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping nor realignment rights in another licensure area.

Subd. 6. Reinstatement

A. Process: No new teacher, at any licensure tier, shall be employed by the School District while any qualified teacher is on unrequested leave of absence in the same field or subject matter. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

B. Notices: When placed on unrequested leave, a teacher shall file their name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. Teachers may also opt to receive phone calls or texts to receive notice of openings.

Proof of service by registered mail with receipt, or evidence of an electronic record requested by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding mail or for address change. Failure of notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

C. Acceptance of Reemployment: If a position becomes available for a qualified teacher on unrequested leave, the School District shall mail the notice, email and/or

text the teacher who shall have fourteen (14) days from the postmarked date of such notice to accept the re-employment. Failure to reply in writing within such fourteen (14) day period shall constitute a waiver on the part of any teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment right.

D. Reinstatement Rights: Reinstatement rights shall automatically cease three (3) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

Section 4. Status of Licenses: In any year that a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, licensure programs in progress, not awarded by February 15 of such year shall not be considered for purposes of determining ULA within areas of licensure for the following school year. A license awarded after February 15 shall be considered for purposes of reinstatement but not for the current reduction.

Section 5. Effect: This article shall be effective at the beginning date of this Master Contract and shall be governed by its duration clause. This Article shall govern all Tier 3 and Tier 4 teachers as defined herein and shall not be construed to limit the right of any other certified teacher that is not covered by the Master Contract or the Master Contract affecting such certified employee.

Tier 1 teachers do not have continuing contract rights and are not earning continuing contract status. Tier 2 teachers do not have continuing contract rights. Once a Tier 2 teacher becomes a Tier 3 teacher all parts of Article XI, Unrequested Leaves of Absence apply. Up to two (2) years of continuous experience as a Tier 2 teacher will apply to Tier 3 continuing contract status for seniority purposes.

ARTICLE XII

Approved Mileage

Section 1. Mileage Rate: All approved mileage shall be at the rate allowed by the Internal Revenue Service for business deductions.

Subd. 1. When an employee travels as part of their job duties or for professional development, it is the employee's responsibility to make accurate calculation regarding mileage between the places of work where they are traveling.

Section 2. Intra-District Travel: All teachers/cooperative personnel assigned to travel to one (1) or more buildings (other than their primary building) during the work day, two (2) or more days per week, within District #882, for duties required by their administrator, shall receive a stipend of one hundred fifty dollars (\$150.00) per year. This stipend will be paid to the employee once per year and it

is exclusive of any general mileage due the employee. Claim forms are due to the payroll office on May 1st. This stipend will be paid on the May 30th pay period of each year.

Section 3. *Traveling Teachers*: Teachers/cooperative personnel assigned to travel outside of District #882 school buildings during the work day, for duties required by their administrator, at least (2) two days per week shall receive a stipend of three hundred fifty dollars (\$350.00) per year. This stipend will be paid to the employee once per year and it is exclusive of any general mileage due the employee. Claim forms are due to the payroll office on May 1st. This stipend will be paid on the May 30th pay period of each year. Teachers/cooperative personnel qualifying under Section 3 would not be eligible for reimbursement under Section 2.

ARTICLE XIII Longevity Pay

Section 1. The *requirements* for longevity pay in Sections 2-5 are as follows:

Subd. 1. Longevity Pay will apply at the top of the following lanes: BA+30 lane, the MA, MA+10, and MA+20, and

Subd. 2. In order to qualify for longevity pay, a teacher must have had thirteen (13) full years of teaching service in the Monticello School District.

Section 2. *Annual Amount*: The School District will pay longevity pay of \$4,025 annually for the school year 2023-24 and \$4,075 annually for the school year 2024-25, based on the criteria listed in Section 1, Subd. 1 and 2 of this Article.

Section 3. *Longevity Pay - Career 50*: All teachers reaching the age of fifty (50) years during a fiscal year (July 1 - June 30) will receive an additional \$3,025 annually for the 2023-24 fiscal year and \$3,075 annually for 2024-25 fiscal year. This will commence on the September 15th paycheck in the fiscal year in which a teacher reaches fifty (50) years of age.

Section. 4. *Longevity Pay - Career 20 Year*: The School District will pay longevity pay of \$2,075 annually for 2023-24 school year and \$2,125 annually for the 2024-25 school year to teachers who complete nineteen (19) years of teaching service in the Monticello School District.

Section 5. *Longevity Pay - Career 25 Year*: The School District will pay longevity pay of \$1,425 annually for 2023-24 school year and \$1,475 annually for 2024-25 school year to teachers who complete twenty-four (24) years of service in the Monticello School District.

Section 6. *ECFE/Licensed Preschool Longevity Pay - Career 10*: After nine (9) years of service to the School District, ECFE/Licensed Preschool teachers will receive fifty cents (\$.50) per hour increase in the rate of pay. To qualify for a year of service the teacher will need to work a minimum of six hundred (600) hours during the contract year.

ARTICLE XIV
Publication of Contract

Section 1. Faculty Copies: This contract will be made available via the School District “intranet” within thirty (30) days after the contract is signed. Any teacher wishing to have a paper copy of the contract may request one from the District Office and the contract will be printed at the expense of the School District. Further, the school District shall furnish ten (10) copies of the Master Contract to the Exclusive Representative for its use.

ARTICLE XV
Peer Review Process

The School District and Education Minnesota-Monticello will agree upon a procedure for teacher assistance, which shall be called the Peer Review Process. The School District and Education Minnesota-Monticello agree to use the Monticello Continuous Professional Growth plan.

ARTICLE XVI
Early Retirement Eligibility

Section 1. Eligibility: Any teacher employed by the School District and working 0.50 FTE or more for the full contract year, who has completed at least twenty (20) years of actual teaching service in the Monticello School District shall be eligible for retirement pursuant to the provision of this Article. The teacher must be actively employed as a teacher in the Monticello School District to receive this benefit. Teachers eligible for this provision must utilize School District insurance benefits pursuant to the provisions of this Article within the first ten (10) years after retiring.

Section 2. Written Notice: Any teacher planning to request retirement must give the School District written notice by July 1st of their intent not to return to teaching in the fall of that year. The teacher's experience and age will be determined on the July 1st date.

Section 3. Retirement Benefits: An eligible teacher requesting retirement shall receive retirement benefits based on the following schedule:

All teachers employed after July 1, 1993 shall not be eligible for the retirement incentive in Article XVI Early Retirement Eligibility of the Master Agreement. Such teachers shall only be eligible to participate in the matching plan.

After twenty (20) years of service in the Monticello School District, a teacher will be granted thirty-five (35) days retirement pay. For every year of experience over twenty (20) years, the teacher will be granted three (3) days’ pay per year up to a maximum of eighty (80) days. The rate of pay will be the teacher's annual basic contract pay divided by the teacher's work year. Basic contract pay includes pay according to the teacher’s salary schedule including all career increment amounts and is exclusive of additional compensation for extra-curricular activities, extended employment, or other extra compensation.

Section 4. Forms of Payment: The retiree will receive one lump sum payment of all benefits payable December 15th, following retirement. This payment will be distributed into the retiree's 403(b) account per IRS regulations. In the event of death, the payment will be made to a beneficiary in one lump sum payment. This beneficiary will be designated at the time of retirement.

ARTICLE XVII

Deferred Matching Compensation

Section 1. Eligibility: Any full-time teacher who has completed five (5) years of full-time continuous service with the School District shall be eligible for a matching deferred compensation plan in accordance with Minn. Stat.356.24 and the terms set out below. The School District shall contribute annually an amount equal to the amount contributed by the employee subject to the limits listed below.

All teachers employed after July 1, 1993 shall not be eligible for the retirement incentive in Article XVI Early Retirement Eligibility of the Master Agreement. Such teachers shall only be eligible to participate in the matching plan. Participation in the plan shall be based on years of continuous service in the School District. The School District's matching contribution to such plan will not exceed a lifetime contribution cap per teacher of \$37,092.62 for 2023-24 and \$38,576.32 for 2024-25. The cap will increase each year by the salary multiplier percentage negotiated for each correlating year. There will be no guaranteed payout at the conclusion of a teacher's service with the School District.

Any teacher eligible for severance pay under Article XVI Early Retirement Eligibility of this Master Agreement will continue to be eligible to receive retirement pay as set forth therein. Such teachers may also participate in the School District's matching plan. If they choose to participate, the match will be six hundred dollars (\$600.00) per year. The total contribution of severance pay in Article XVI Early Retirement Eligibility plus life-time matching School District contribution shall not exceed the severance value computed from Article XVI Early Retirement Eligibility. Upon a teacher's retirement, the total amount of the School District matching contribution to a teacher's matching account shall be deducted from any severance under Article XVI Early Retirement Eligibility of the Master Agreement.

Section 2. Part-Time Teachers: Part-time teachers working less than 0.50 FTE are not eligible to participate in this plan. District contribution will be prorated for part-time teachers working at least 0.50 FTE, but less than 1.0 FTE for 183 days.

Section 3. Teacher on Authorized Unpaid Leave: If a teacher is on an authorized unpaid leave for an entire school year and receives no portion of their annual salary, they do not have the right to participate. A teacher on a short-term unpaid leave of absence shall have their matching contribution prorated.

Section 4. Teacher Match: The rate of School District matching contribution to eligible teachers participating in the Deferred Matching Compensation Plan will be at 2% of the participating teachers total salary. The School District will make the foregoing matching contribution to only those teachers choosing to participate in an approved teacher's match account offered by the School District. The School District's matching contribution will be dollar-for-dollar as required under Minn. Stat. Section 356.24 up to the annual maximum match set forth above, subject to the maximum career School

District contribution as set out above. Each line of the matching schedule will increase by the salary multiplier percentage negotiated for each correlating year. Teachers may contribute any dollar amount up to or in excess of the maximum yearly School District match, but the annual limit on the amount individual teachers may contribute to their match account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder. If a teacher chooses not to match the School District annual contribution, the unmatched portion is forfeited for that year. If the employee contributes less than the maximum yearly allowed contribution, the School District portion will be equally reduced. The reduced amount is forfeited for that year.

Section 5. *Approved Plans*: The School District will make matching contributions only to deferred compensation plans offered by the pre-approved vendors selected by the School District, as set out in policy.

Section 6. *Intent to Participate/Enrollment Period*: The School District shall notify eligible employees of their eligibility to participate in the matching deferred compensation plan prior to the beginning of the sixth (6) year of service. Those newly eligible, along with any employee who wishes to make a change, shall submit a salary reduction form to the payroll office by September 8 of the qualifying year. Those employees already enrolled are NOT required to complete a new salary reduction form. Failure to participate in any given year shall result in the loss of benefit for that year, which cannot be made up in subsequent years. If the employee stops their contribution at any time during the year, it cannot be restarted until the following year.

Section 7. *Discontinuance of Service*: Individuals who, for whatever reason, leave the service of the School District prior to eligibility for the balance of the payout shall retain ownership of School District contributions and personal contributions made on their behalf to the date of discontinuance of service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

Section 8. *Portfolio Management*: The management of both the individual and School District contributions shall be solely the responsibility of the employee in whose name the contributions have been made. The School District assumes no current or future liability of contributions made to these plans or for investment earnings (losses) which may accrue to these portfolios as a result of investment decisions which are made by the employee.

Section 9. *Hold Harmless Provisions*: Employees are not to construe the Plan or the School District contributions to the Plan or the opportunity of the employee to match such contributions as legal, tax, or investment advice by the School District. The School District has neither reviewed nor approved any investment programs which the employee may obtain by way of contributions under the Matching Plan.

The employee agrees to indemnify and hold harmless the School District from any adverse investment experience arising from or connected with contributions to the Matching Plan.

ARTICLE XVIII
Hours of Service

Section 1. *Basic Day:* The basic teacher's day shall be eight (8) hours, including a duty-free lunch period. It shall consist of classroom instruction, teacher conferences, workshop or in-service training either pre-school, school term or post-school.

Section 2. *Building Hours:* The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the building principals.

Section 3. *Additional Services:* In addition to the basic school day, teachers may be required to share in school activities beyond the basic teacher's day as is required by the School Board or its designated representative. Such activities include a reasonable share of extra-curricular, co-curricular, and supervisory activities, as determined by the principal, superintendent or School Board.

Section 4. *Teacher Prep Time:* The daily preparation time for teachers in the School District will be scheduled as one uninterrupted fifty (50) minute period within the student contact day.

Section 5. *ECFE/Licensed Preschool Teacher Prep and Setup/Takedown Time:* ECFE/Licensed Preschool Teachers shall receive half (½) hour preparation time per class session and shall be allotted fifteen (15) minutes prior to each session for setup and fifteen (15) minutes after each session for takedown.

Section 6. *ECFE/Licensed Preschool Class Assignments:* ECFE/Licensed Preschool Teachers will receive their tentative assignments for the upcoming school year on August 15th. Final assignments will be contingent upon registration.

ARTICLE XIX
Length of the School Year

Section 1. *Teacher Duty Days:* The School District shall, prior to June 1st of each year, establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority as determined to conduct school.

Section 2. *Teacher Work Year:* The teacher work year shall consist of 183 days, ten (10) of which will be non-student contact days. One (1) of the non-student contact days (teacher workshop day) must be scheduled in late July or August of the summer preceding the school year.

Section 3. *Emergency Closings:* In the event that school is closed for a period of five (5) days or less for any emergency, the teacher shall perform duties on that day or days, or other such days in lieu thereof as the School Board or its designated representative shall determine if any.

Section 4. Extended Closing: In the event that schools must be closed for any reason for a total of more than five (5) days, the board and exclusive representative shall meet within ten (10) days of such closing to discuss the necessity of altering the school term. If an alteration of the school term is necessary, the teachers shall teach on these days. The final decision will rest with the School Board and will reflect the best interest of both teachers and administration.

Section 5. Alteration of School Term: If an alteration of the school term is necessary as stated in Sections 3 and 4 above, teachers shall be notified within one (1) week of the decision. Such notification shall be no less than one (1) week prior to the date such change takes effect except by mutual agreement between School Board and exclusive representative.

Section 6. Modification in Length of School Day: In the event the work week is modified so that it consists of four (4) ten (10) hour days per week due to State mandate, faculty members will teach during those hours prescribed. At no time will the work week exceed forty (40) hours even though the daily number of hours may total up to and including ten (10) hours.

Section 7. School Closings for ECFE/Licensed Preschool Teacher: In the event of weather-related or emergency closings, ECFE/Licensed Preschool teachers will be paid for their preparation time for the classes that they have prepared for on that day.

ARTICLE XX Grievance Procedure

Definitions:

Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes 179A.20, subd. 3.

Days. "Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

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 event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Service. "Service" means personal service, email, or by certified mail.

Reduced to Writing. "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Answer. "Answer" means a concise response outlining the employer's position on the grievance.

EMM. "EMM" means Education Minnesota - Monticello, as the exclusive representative of teachers employed by the School District.

Step I.

Whenever EMM has a grievance on behalf of itself or a teacher, EMM shall meet with the building principal in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after any teacher who is the subject of the grievance, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first meeting, the grievance may be reduced to writing by the exclusive representative and served upon the superintendent (see Step II). Service must be made within fifteen (15) days of the first meeting with the building principal.

Step II.

The superintendent shall meet with the exclusive representative within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative, if EMM elects to proceed with the grievance, must proceed with Step III by serving a written notification on the superintendent. The written notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Step III.

The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If the resolution of the grievance results, the parties shall reduce the resolution to writing and sign the agreement outlining the resolution as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, the School District will serve its answer denying the grievance within (15) days of the Step III meeting. EMM must proceed with its written notice of their intention to proceed with arbitration within ten (10) days after receipt of the School District's written Step III answer.

Step IV.

The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of arbitrators. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list

of arbitrators provided by the Bureau until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for their fee and necessary expenses.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute, subject to the rights of the parties to seek judicial review of an arbitration award as provided by law. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

ARTICLE XXI

Duration

Section 1. *Terms and Reopening Negotiations:* This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2025 and thereafter until modifications are made pursuant to the P.E.L.R.A. In the event a successor agreement is not entered into prior to the commencement of school in 2025 a teacher shall be compensated according to the last individual contract executed between the teacher and the School District until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing July 1, 2025, it shall give written notice of such intent no later than May 1

2025. If such notice is not served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. *Effect:* This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rule and 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 negotiation during the terms of this Agreement.

Section 4. *Severability:* The provisions of this Agreement shall be severable, and if any provision thereof or 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.

**SCHEDULE A
2023-24**

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>
1	42,483	43,797	45,109	46,345	47,583	48,907	50,157
2	43,642	44,982	46,269	47,568	48,857	50,181	51,508
3	45,708	47,083	48,473	49,837	51,150	52,565	53,891
4	47,634	49,074	50,540	51,915	53,345	54,783	56,262
5	49,851	51,380	52,845	54,321	55,854	57,358	58,836
6	51,814	53,381	54,974	56,464	58,035	59,639	61,143
7	53,828	55,447	57,102	58,697	60,276	61,934	63,554
8	56,414	58,136	59,869	61,527	63,184	64,956	66,560
9	58,582	60,392	62,124	63,884	65,578	67,416	69,136
10	61,080	62,929	64,776	66,574	68,409	70,270	72,092
11	66,115	68,166	70,167	72,117	74,068	76,108	78,071
12		72,310	74,427	76,504	78,568	80,761	82,799
13							86,853

**SCHEDULE B
2024-25**

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>
1	44,182	45,549	46,914	48,199	49,486	50,863	52,163
2	45,388	46,781	48,120	49,471	50,811	52,188	53,568
3	47,536	48,966	50,412	51,831	53,196	54,668	56,046
4	49,539	51,037	52,561	53,992	55,479	56,974	58,512
5	51,845	53,435	54,959	56,494	58,088	59,653	61,189
6	53,886	55,517	57,173	58,722	60,356	62,024	63,589
7	55,981	57,665	59,386	61,044	62,687	64,411	66,096
8	58,671	60,462	62,264	63,988	65,711	67,554	69,222
9	60,926	62,808	64,609	66,439	68,201	70,112	71,901
10	63,523	65,446	67,367	69,237	71,145	73,081	74,975
11	68,759	70,892	72,974	75,001	77,031	79,152	81,194
12		75,202	77,404	79,564	81,711	83,992	86,111
13							90,327

**SCHEDULE C
EXTRA-CURRICULAR**

Baseball

Baseball, Head	11.00%
Baseball, Assistant	9.00%
Baseball, JV	9.00%
Baseball, B	9.00%
Baseball 9 th	9.00%
Baseball, MS	6.50%

Basketball

Basketball, Head Boys	13.00%
Basketball, Varsity Assistant Boys	11.00%
Basketball, JV Boys	11.00%
Basketball, B-Squad	11.00%
Basketball, 9 th Boys	9.00%
Basketball, 8 th Boys	6.50%
Basketball, 7 th Boys	6.50%
Basketball, Head Girls	13.00%
Basketball, Varsity Assistant Girls	11.00%
Basketball, JV Girls	11.00%
Basketball, 9 th Girls	9.00%
Basketball, 8 th Girls	6.50%
Basketball, 7 th Girls	6.50%

Cross Country

Cross Country, Head Boys	9.00%
Cross Country, Head Girls	9.00%
Cross Country, Boys & Girls Assistant	7.50%

Dance Team

Dance, Head	12.5%
Dance, Assistant	10.5%

Football

Football, Head	13.00%
Football, Assistant	11.00%
Football, B	10.00%
Football, 9 th	9.00%
Football, 8 th	7.00%
Football, 7 th	7.00%

Golf

Golf, Head Boys	9.00%
Golf, JV Boys	7.50%
Golf, Head Girls	9.00%
Golf, JV Girls	7.50%
Golf, MS (Boys/Girls combined)	6.00%

Gymnastics	
Gymnastics, Head	12.50%
Gymnastics, Assistant	10.50%
Gymnastics, JV	10.50%
Gymnastics, MS	6.50%
Hockey	
Hockey, Head Boys	13.00%
Hockey, Assistant Boys	11.00%
Hockey, JV Boys	11.00%
Hockey, Assistant JV Boys	9.00%
Lacrosse	
Lacrosse, Head	9.00%
Lacrosse, Asst.	7.00%
Lacrosse, JV	7.00%
Soccer	
Soccer, Head Boys	12.00%
Soccer, Varsity Assistant Boys	10.00%
Soccer, JV Boys	10.00%
Soccer, Head Girls	12.00%
Soccer, Varsity Assistant Girls	10.00%
Soccer, JV Girls	10.00%
Soccer, MS Boys	6.50%
Soccer, MS Girls	6.50%
Soccer, MS Assistant	6.00%
Softball	
Softball, Head	11.00%
Softball, Assistant	9.00%
Softball, JV	9.00%
Softball, 9 th	9.00%
Softball, MS	6.50%
Strength Coach	
Strength Coach, HS	7.50%
Strength Coach, MS	\$1,000 Stipend
Swimming	
Swimming, Head Boys	12.50%
Swimming, Assistant. Boys	10.50%
Swimming, Diving Coach Boys	10.50%
Swimming, MS Boys/Diving	6.50%
Swimming, Head Girls	12.50%
Swimming, Assistant Girls	10.50%
Swimming, Diving Coach Girls	10.50%
Swimming, MS Girls/Diving	6.50%
Swimming, MS Asst.	6.00%

Tennis	
Tennis, Head Boys	9.00%
Tennis, JV Boys	7.00%
Tennis, MS Boys	6.00%
Tennis, Head Girls	9.00%
Tennis, JV Girls	7.00%
Tennis, MS Girls	6.00%
Track	
Track, Head	11.00%
Track, Assistant	9.00%
Track, MS Boys	6.50%
Track, MS Girls	6.50%
Volleyball	
Volleyball, Head Boys	13.00%
Volleyball, JV Boys	11.00%
Volleyball, B Boys	11.00%
Volleyball, 9 th Boys	8.50%
Volleyball, 8 th Boys	6.50%
Volleyball, 7 th Boys	6.50%
Volleyball, Head Girls	13.00%
Volleyball, JV Girls	11.00%
Volleyball, B Girls	11.00%
Volleyball, 9 th Girls	8.50%
Volleyball, 8 th Girls	6.50%
Volleyball, 7 th Girls	6.50%
Wrestling	
Wrestling, Head Boys	13.00%
Wrestling, Assistant Boys	11.00%
Wrestling, JV Boys	9.00%
Wrestling, 9 th Boys	9.00%
Wrestling, MS Boys	6.50%
Wrestling, Head Girls	13.00%
Wrestling, Assistant Girls	11.00%
Wrestling, JV Girls	9.00%
Wrestling, 9 th Girls	9.00%
Wrestling, MS Girls	6.50%
FCCLA	
FCCLA	5.50%
Madrigal/Pop Group	6.50%
Marching Band, High School	9.50%
Marching Band, Middle School	6.00%
Mock Trial	6.00%
Musical Drama	11.50%
Musical Instrument	10.00%
Musical Vocal	10.50%
National Honor Society	5.00%
Newspaper	8.50%

One Act Play	5.50%
Prom [up to two (2) persons]	5.00%
Stage/Jazz Band, High School	6.50%
Stage/Jazz Band, Middle School	3.50%
Three Act Play, High School	8.00%
Three Act Play, Middle School	4.50%
Speech, High School	9.50%
Speech, Middle School	4.50%
Student Council [up to two (2) persons]	5.00%
Yearbook Business, High School	10.00%
Yearbook Layout, High School	10.00%
Yearbook, Middle School	5.00%
DECA	\$2,000 stipend
Destination Imagination	\$1,500 stipend
Fiddle Club	\$1,500 stipend
Knowledge Bowl, High School	\$2,000 stipend
Knowledge Bowl, Middle School	\$1,500 stipend
Lego League, Middle School	\$1,500 stipend
Math League, High School	\$2,000 stipend
Math League, Middle School	\$1,500 stipend
Robotics	\$1,500 stipend
Trap Shooting	\$2,000 stipend
Assistance with Spanish Communications	\$1,200 stipend

1. The above schedule is to serve as a guide. Changes may be made at the discretion of the School Board in certain situations which may vary from year to year. Payment to be made only if work is completed.
2. A position listed on this schedule does not necessarily mean it must be filled. Additions of other positions deemed advisable for the best interests of student participation will be in accordance with this schedule. The addition of other positions shall take place whenever the Activities Director determines that a participant threshold has been met; such additions will result in an additional stipend being allocated rather than advisors / coaches sharing a stipend.
3. The above percentages are applied to that step of the B.A. salary schedule which corresponds to the years of experience handling the type of activity. Maximum extra-curricular pay shall be limited to the 11th step of the salary schedule.

**SCHEDULE D
PART-TIME HOURLY RATE**

Step	2023-24	2024-25
Step 1	\$29.02	\$30.18
Step 2	\$29.81	\$31.00
Step 3	\$31.22	\$32.47
Step 4	\$32.53	\$33.83
Step 5	\$33.49	\$34.83

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

FOR:

EDUCATION MINNESOTA-MONTICELLO

04/24/2024 08:42:19

Peter Bergquist

Peter Bergquist

President of the Teacher Union

04/29/2024 07:53:10

Kathryn Leuthner

Katie Leuthner

Co-Lead Negotiator for Union

04/29/2024 14:39:39

Jason Telecky

Jason Telecky

Co-Lead Negotiator Union

FOR:

INDEPENDENT SCHOOL DISTRICT #882

04/29/2024 23:40:47

Kathryn E. Ziebarth

Kathy Ziebarth

Chairperson, School Board

04/30/2024 05:59:28

Melissa Curtis

Melissa Curtis

Clerk, School Board

Appendix I - Memorandum of Agreement Concerning Teacher Sick Leave Bank

The certified teacher union, Education Minnesota Monticello, and Independent School District 882 (the Parties) enter into the following Memorandum of Agreement with regards to establishing protocols for a teacher sick leave bank. This agreement is in temporary place of the sick leave bank language in Article IX, Leave of Absence, Section 1, Subdivision 7 of the Faculty Master Agreement.

The Parties agree as follows:

Purpose: To provide additional sick leave to teachers who have exhausted their personal and sick leave and have a catastrophic accident, injury, or serious recurring illness necessitating an extended absence.

Qualifications: To qualify as a catastrophic accident, injury or illness for the purpose of this Sick Leave Bank provision, the teacher must have exhausted their personal and sick leave accrual and had:

- A. An accident with major injury causing absence by the teacher over an extended period of time which is verified by medical documentation.
- B. A serious illness causing absence by the teacher over an extended period of time verified by medical documentation.

In addition:

- A. The sick leave bank will not be available for any treatment and/or surgery considered elective in nature as determined by a qualified physician.
- B. A teacher who is collecting benefits from long-term disability or worker's compensation will not be eligible to access the sick leave bank.

Committee:

EMM Sick Leave Bank will be administered by one (1) HR representative, one (1) EMM Negotiator (permanent) and five (5) certified staff members. All committee members will serve with three (3) year terms, so long as this Memorandum of Agreement is extended or renewed beyond the 2022-2023 school year. The five certified staff members consist of one (1) administrator, two (2) elementary teachers, two (2) secondary teachers (teachers to be determined by EMM). Hereinafter referred to as the Committee. Simple majority vote of a quorum, (five members), of the Committee will be used for decision making.

Guidelines:

A. Participation Requirements

- a. All teachers that have worked in the district for one full year, as defined by the Master Agreement, are eligible to participate in the sick leave bank.

- b. Eligible teachers must contribute personal sick leave hours from their accrued balance of a minimum of 8 hours and up to a maximum of 16 hours to participate in the sick leave bank each open enrollment period.
- c. During the first year (2020-2021) of implementing the sick leave bank all teachers wishing to participate need to complete the Sick Leave Bank donation form and submit it to the district office within 30 days after notification of a sick leave bank.
- d. All new hires after this date may choose to participate in the sick leave bank by submitting the completed donation form to the district office within 30 days of eligibility.
- e. When the sick leave bank reaches a minimum threshold of 100 days, or 800 hours, the Sick Leave Bank Committee will notify all teachers of a 30-day open enrollment period. Teachers must re-enroll at each open enrollment period with a new donation to remain eligible for the Sick Leave Bank. Teachers choosing not to enroll will not be eligible to participate in the Sick Leave Bank until the next open enrollment period, so long as the teacher makes a donation to the Sick Leave Bank at that time.
- f. All sick leave hours contributed to the sick leave bank are non-refundable.

B. Administration of the Sick Leave Bank.

- a. Within 15 days of the close of the open enrollment period, the District will inform EMM officers of the donations and submit a written list of teachers that donated days/hours to the sick leave bank and the donation total. This notification process will take place at the end of each open enrollment period.
- b. EMM and the Sick Leave Bank committee will independently verify the sick leave bank database and compare records to the Business Services ledger.
- c. After verification, the Business Services office will remove donated sick leave hours from individual teacher accounts.

C. Accessing the Sick Leave Bank

- a. A written request to use the sick leave bank is to be made to the Superintendent of Schools or the Human Resources Department. The request must include the reason for the need to access the sick 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 to the Superintendent, the teacher is agreeing and consenting to the release of the included information to the Sick Leave Bank committee.
- b. The Director of Human Resources and the EMM negotiator who has been appointed to be a member of the Sick Leave Bank committee, will review applications and remove names and personal information from the request.

- c. To make a determination of granting or denying a request to use sick days from the sick leave bank, an employee requesting the use of the Sick Leave Bank may have their sick 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.
- d. The Sick Leave Bank committee will convene and discuss the request for additional sick leave days to an individual from the sick leave bank.
- e. The Committee will grant or deny the request and determine the appropriate number of days to award an accepted request.
- f. The maximum number of sick leave bank days any individual teacher is allowed to use over a four school year period is 120 days, with a maximum cap of 60 days in any one school year. The hours awarded per day will be commensurate to the hours worked per day in the current school year. A teacher cannot access the sick leave bank more than three (3) consecutive school years.
- g. Decisions of the Sick Leave Bank committee are final and non-grievable.

This agreement is unique and is not precedent setting. This memorandum of agreement expires when a successor agreement has been ratified by both parties.

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

FOR:
 EDUCATION MINNESOTA-MONTICELLO
 04/24/2024 08:42:19
Peter Bergquist

 Peter Bergquist
 President of the Teacher Union
 04/29/2024 07:53:10
Kathryn Leuthner

 Katie Leuthner
 Co-Lead Negotiator for Union
 04/29/2024 14:39:39
Jason Telecky

 Jason Telecky
 Co-Lead Negotiator Union

FOR:
 INDEPENDENT SCHOOL DISTRICT #882
 04/29/2024 23:40:47
Kathryn E. Ziebarth

 Kathy Ziebarth
 Chairperson, School Board
 04/30/2024 05:59:28
Melissa Curtis

 Melissa Curtis
 Clerk, School Board

**Appendix II - Memorandum of Agreement
Concerning Flexible Schedules Monday through Friday**

The certified teacher union, Education Minnesota Monticello, and Independent School District 882 (the Parties) enter into the following Memorandum of Agreement with regards to flexible work schedules Monday through Friday.

The Parties agree as follows:

Certified staff will have flexible schedules Monday through Friday. Depending on the building schedule, staff are able to either leave earlier than their full contracted 8 hours or report to work later than their full contracted 8 hours.

- Certified staff have the flexibility as to when their 8 hour duty day will be worked. Staff will continue to work 8 hours each faculty duty day.
 - Certified staff must be in the building during all student contact time.
 - Certified staff must attend all meetings called by their administrators and special education coordinator/director.
 - Certified staff must uphold building supervision/safety schedules that are communicated by their administrators and special education supervisors.
 - Certified staff must fulfill extra duties assigned.
 - Certified staff must maintain all aspects of effective instruction, professional development and effective timely communication with parents.

This memorandum of agreement is unique and is not precedent setting, and expires when a successor agreement has been ratified by both parties.. This memorandum of agreement will be re-evaluated at the end of each school year to determine any future flexible work schedule options that may be offered to certified staff. If any concerns come up throughout the school year(s), they will be brought forward to EMM Leadership immediately. The School Board, Administration and EMM will meet routinely throughout the school year(s) to discuss implementation and effectiveness of this memorandum.

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

FOR:
EDUCATION MINNESOTA-MONTICELLO
04/24/2024 08:42:19

Peter Bergquist

Peter Bergquist
President of the Teacher Union
04/29/2024 07:53:10

Kathryn Leuthner

Katie Leuthner
Co-Lead Negotiator for Union
04/29/2024 14:39:39

Jason Telecky

Jason Telecky
Co-Lead Negotiator Union

FOR:
INDEPENDENT SCHOOL DISTRICT #882
04/29/2024 23:40:47

Kathryn E. Ziebarth

Kathy Ziebarth
Chairperson, School Board
04/30/2024 05:59:28

Melissa Curtis

Melissa Curtis
Clerk, School Board

**Appendix III - Memorandum of Agreement
Concerning Use of Time on Workshop and Professional Development Days for Certified Staff**

The certified teacher union, Education Minnesota Monticello, and Independent School District 882 (the Parties) enter into the following Memorandum of Agreement with regards to the use of time on Workshop and Professional Development days.

The Parties agree as follows:

Workshop (Professional Development) days will be divided over the course of the school year with a minimum of 50% of time allocated as teacher work time. Full workshop days will include a minimum of one 90-minute uninterrupted block of teacher work time. Half workshop days will include a minimum of one 60-minute uninterrupted block of teacher work time.

The 50/50 split on Workshop Days for the year will average out to 3.0 hours of Professional Development time/day and 3.0 hours of teacher work time/day. Teacher work time will be defined as an open block of time in which teachers can choose how to get required work done on their own.

This memorandum of agreement expires when a successor agreement has been ratified by both parties. This agreement is unique and is not precedent setting.

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

FOR:
EDUCATION MINNESOTA-MONTICELLO
04/24/2024 08:42:19

Peter Bergquist

Peter Bergquist
President of the Teacher Union
04/29/2024 07:53:10

Kathryn Leuthner

Katie Leuthner
Co-Lead Negotiator for Union
04/29/2024 14:39:39

Jason Telecky

Jason Telecky
Co-Lead Negotiator Union

FOR:
INDEPENDENT SCHOOL DISTRICT #882
04/29/2024 23:40:47

Kathryn E. Ziebarth

Kathy Ziebarth
Chairperson, School Board
04/30/2024 05:59:28

Melissa Curtis

Melissa Curtis
Clerk, School Board