

October 1, 2025
2025-27 EMM Negotiations
District Proposal #2

Key:

Additions: blue / bold / italics / underlined

Deletions: blue / strikethrough

Tentative Agreements as of Oct 1 2025

1.

Art. IX

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~~ February 1 of each year. Requests on/after ~~April 1st~~ February 1 be considered on an individual basis by the District.

2.

Art XI, Section 3. Unrequested Leaves of Absence

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~~ February 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.

3.

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.~~ **Annually, the District will notify all teachers of an approximately 30-day open enrollment period to begin in August and conclude in September. Teachers choosing not to enroll will not be eligible to participate in the Sick Leave Bank until the next open enrollment period.**
- 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.~~ **When the sick leave bank reaches a minimum threshold of 100 days, or 800 hours, the District will notify the Sick Leave Bank Committee. All teachers must then re-enroll during the next 30-day 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.**
- 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.~~ *The Director of Human Resources and the Union's designated lead representative on the Committee will review applications and redact names and personal information from the request. Should the Director of Human Resources and the Union's representative mutually agree that a request does not meet the Qualifications of the leave bank as identified above, the request will be summarily dismissed and the Committee will not convene.*

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.

9.

Art. VI, Section 3. Placement on Salary Schedule

~~Subd. 3(a). Application~~ *and Prior Approval: 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, Credits to be considered for lane change must be approved by the Superintendent or designee, in writing, prior to the teacher registering for the course. Requests must include evidence the coursework is graduate level and the credits are accepted toward an advanced degree by a college*

or university accredited in the applicable area of 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.

10.

Art. VII

Section 2. Extended Employment: ~~In the event~~ To the extent that a limited number of extended employment positions beyond the Basic Day and/or Teacher Work Year exist, the following policies will apply to the filling staffing of these positions. Such extended employment shall be at the sole discretion of the District and shall not be construed to be part of a teacher's continuing contract.

Subd. 1. Flat Rate Assignments via Application: Salaries shall be determined on a flat hourly rate of thirty-five dollars (\$35) per hour. A list of determined school District needs for extended employment Extended Year or Extended Day Programs will be announced by April 20th of each year. Interested teachers must notify the respective principals District of their interest by May 5th. A sufficient number of faculty members teachers 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 Superintendent or designee. There will be an opportunity for teachers to Teachers may apply for extended employment beyond the ~~183 duty days for 2023-24 and 183 duty days for 2024-25~~ Basic Day and/or Teacher Work Year in the areas listed in Article VII, Extra Compensation, Section 2, Subd. 2. of this Agreement. herein:

Salaries for extended employment will be ~~determined on a set fee and not as a pro rata formula of the regular term contract.~~

1. Teaching of Extended Year or Extended Day Programs

2. Driver's Training

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 up to 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. 2. Flat Rate Assignments: Salaries shall be determined on a flat hourly rate of thirty-five dollars (\$35) per hour. Teachers may be assigned by the Superintendent or designee extended employment beyond the Basic Day and/or Teacher Work Year in the areas listed herein: 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. 1. Research and/or Curriculum Development

~~4. 2.~~ Music concerts and programs, and Band concerts and programs, up to an additional two hours for set up and take down.

~~5. 3.~~ Art Show plus up to two hours for set up and take down

~~6. 4.~~ Kindergarten Registration and Countdown

~~7. 5.~~ High School Graduation Ceremony

6. Co-curricular programming not otherwise compensated under Schedule C

~~8. 7.~~ Teachers directed to instruct/supervise additional students

~~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. **Pro-Rata Assignments: Salaries shall be determined by the individual school counselor's pro-rata hourly rate as established by Schedule A and Schedule B. Due to the nature of a school counselor's work, the Superintendent or designee may assign a school counselor extended employment beyond the Basic Day and/or Teacher Work Year in the area listed herein:**

~~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:~~

1. School Counselors (Secondary Grades 6-12)

~~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.~~

11.

Art. VII

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 **for each individual license / certification to a maximum of two (2) stipends annually. Copies of such license / certification must be provided to the School District prior to the distribution of the stipend.**

12.

Art. XII

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~~ the district the employee is assigned to, 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~~ between multiple districts 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.

13.

Art. XIV

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.~~

14.

Art. XVII

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~~ no later than the date of the qualifying year as established annually by the School District. Such enrollment shall be effective as of October 1. 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.

15.

Art. XX. Grievance Procedure

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.

(a) Exception: Should either party unilaterally withdraw from the arbitration process after an arbitration date has been scheduled with an arbitrator, the withdrawing party shall be responsible for all fees and expenses of the arbitrator in their entirety. Should the parties reach a settlement prior to arbitration, the parties will evenly split any fees and expenses of the arbitrator in their entirety.

16.

Schedule C

FFA

9.00%

17b.

Art. XVIII

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. *The exclusive representative recognizes that it may be beneficial for teachers, students, and the District for the District to schedule prep time on a different schedule in certain circumstances. With the prior written consent of both the exclusive representative and the affected teacher(s), the District may implement an alternative prep time schedule for certain programs while ensuring that the number of prep time minutes per week be no less than the number of duty days in a particular week multiplied by fifty (50) minutes.*

District Response to Union Proposal of Oct 1 2025

The District reserves the right to amend, adjust, or add to these proposals during the process of negotiations.

4.

Art. III (ECFE & Preschool Teachers)

The District agrees with the Union to establish a non-binding working group to discuss potential modifications to the ECFE & Preschool Teacher provisions of the master agreement ahead of and in preparation for the mandatory licensure date of July 1, 2028.

6.

Art. IX, Section 3, Subd. 2 (Personal Leave)

All teachers will be allowed to take up to two (2) additional personal days once every ~~three (3)~~ two (2) years in exchange for ~~twenty (20)~~ thirty (30) accrued sick days. Teachers without ~~twenty (20)~~ thirty (30) accrued sick days at the time of the exchange request will not be allowed to utilize this provision. ~~Three (3)~~ Two (2) 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)~~ two (2) years after the purchase date.

8.

Art. ??? (No concurrent teaching)

The District agrees with the Union that all parties will continue to monitor this situation for the purposes of identifying solutions that would live outside of the master agreement; this may include a non-binding procedure document.

21.

Art. VI, Section 7.

Retroactive Pay

Any changes to rates of pay or benefits shall be retroactive as negotiated in the new agreement for all active employees, employees who retired in good standing, and/or employees who were released from employment in good standing following the completion of the school year, who completed work during the contract period.

District Proposals of Oct 1 2025

The District reserves the right to amend, adjust, or add to these proposals during the process of negotiations.

18. Package Proposal:

Flex Time MoA into the Master Agreement in Exchange for Suspension Language and May 10

18a. Art. X, Section 2. Employee Discipline

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.~~

18b. Art. XI

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.

18c. Art. XI, Section 3. Unrequested Leaves of Absence

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.

18d. 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 *beginning no later than fifteen (15) minutes prior to the start of the student day and ending no earlier than fifteen (15) minutes after the end of the student day.*
 - 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.

19. Package Proposal:

Replacement of 50/50 MoA w/ New MoA re Teacher-Directed Time for Grading on End-of-Term Days

19a. 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.~~

19b. New Appendix III - Memorandum of Agreement

3.5 hours (in-person or virtual) on each of 3 end of term grading days per year

20.

Salary and Benefits Proposal

Presented by Director of Business Services (separate handout)

20a.

Salary Schedule Working Group

The District agrees with the Union to establish a non-binding working group, with equal representation by both parties, to discuss potential modifications to the salary schedule in order to address the growing disparity between a) the top left corner and the bottom right corner, and b) the top left corner and the top left corner in touch districts.

District Proposal 2 - 10/1/25

	Year 1	Year 2
1 Basic Salary	0.65%	0.90%

2 LONGEVITY

	\$ 25.00	\$ 25.00
CareerInc	4,100	4,125
Career50	3,100	3,125
Career20	2,150	2,175
Career25	1,500	1,525

3 Health Ins

Per Month	\$ -	\$ 50.00
Indv	\$ 975	\$ 1,025
Dep	\$ 2,138	\$ 2,188

4 Dental Ins	0.00%	0.00%
Per Month	\$90.00	\$90.00

SUMMARY SHEET
10/1/2025

TOTALS		TOTALS	
GRAND TOTAL (with FICA-TRA)	38,312,201.33	39,513,058.23	1,200,856.89
			3.13%
		40,672,495.74	1,159,437.51
			2.93%

		TWO YEAR TOTAL WITH FICA/TRA		80,185,553.97	2,360,294	MSBA	6.16%
Fund 12 Totals	6,667,701.19	6,887,074.65	219,373.46	3.29%	7,105,494.02	218,419.37	3.17%
Fund 01 Totals	\$31,644,500	\$32,625,984	981,483.43	3.10%	\$33,567,002	941,018.14	2.88%
						1,922,502	

SUMMARY SHEET

Year 1 & 2 81,290,237.00