

Tentative Agreement

Article V - Teacher Rights - Section 5. Letter of Assignment

Each Teacher in the Bargaining Unit except those terminated or placed on unrequested leave of absence shall annually receive a detailed letter of assignment by ~~June 1~~ **May 15** for the following year. The provisions of the individual Teacher letter of assignment shall be subject and consistent with the provisions of this Master Agreement. The letter of assignment is tentative and subject to change. The District will notify Members through Schedule E.

Section 12. Relicensure

The district will provide CEUs on a five-year rotating schedule in the mandatory requirement areas as established by the Minnesota Professional Educator Licensing and Standards Board (PELSB). CEU's will be provided through a professional development presentation or by providing paid time to complete the training individually.

Article VI - Basic Schedules and Rates of Pay - Section 3

Subd. 7. Concurrent Enrollment

A stipend of \$500 for 1-19 students or \$750 for 20+ ~~for 1-15 students, \$750 for 16-20 students, or \$1000 for 21-25 students~~ per semester will be paid for each concurrent enrollment class taught by the Teacher. Teachers interested in teaching a concurrent enrollment class will be approved by the Superintendent.

Subd. 8. Concurrent Enrollment Additional Credits for Certification

A Teacher that is pursuing coursework towards CTE/CIS credentials must complete the CIS Preapproval Form and submit to the Superintendent. Approval will be based upon the needs of the School District. When approved the following language will apply:

- a. The number of credits related to the certification shall be agreed upon in advance by the teacher and the Superintendent.
- b. Reimbursement of expenses shall not exceed 75% of tuition or up to \$500 per credit, whichever is less, for teachers who are at MS30 on the salary schedule. Reimbursement of expenses shall not exceed 75% of tuition or up to \$250 per credit, whichever is less, for teachers who are below MS30 on the salary schedule.
- c. Reimbursement will be paid upon completion of each course with an approved transcript submitted to the Superintendent's office.
- d. Up to 18 credits earned with the School District reimbursement shall be applicable to advancement on the salary schedule per Article VI, Section 3.
- e. The Teacher shall agree to teach College in the Schools classes for the School District for a minimum of five (5) years after achieving certification.
- f. If the teacher leaves the School District or declines the CTE/CIS assignment, the teacher shall reimburse the School District an amount equal to 20% of the total reimbursed amount per year for each year remaining of the 5-year period. The teacher shall not be required to reimburse the School District if failure to teach the required classes during the 5-year period is the result of the School District actions.

Article IX - Leaves of Absence (REPLACES ENTIRE SECTION IN CONTRACT - this is our current MOU)

Section 1. Paid Time Off (PTO)

Subd. 1.

Full-time Teachers shall earn Paid Time Off (PTO) based on years of service.

0-2	Sixty-three (63) hours
3-13	Seventy-seven (77) hours
14+	Ninety-one (91) hours

Hours shall be credited on September 1. One day is equal to seven (7) hours for the purpose of reimbursement with PTO. Any Teacher taking an approved unpaid leave of absence will earn PTO prorated for the months they are employed.

Subd. 2.

Unused PTO shall accumulate to a maximum of 805 hours per Teacher. PTO shall be accrued at the rate of 91 hours per year to an end of the maximum of 896 hours. At the end of the school year all qualified Teachers will return to 805 hours maximum credit. Unused hours, above 805 hours, will be paid into the post-retirement health care savings plan in the employee's name at a rate of \$50 per seven (7) hours, in full day increments, up to 91 hours.

Subd. 3.

PTO allowed shall be deducted from the accrued PTO days earned by the Teacher, partial days will be deducted in 1/7 increments by class period.

Subd. 4.

Leaves of three (3) or more consecutive days must be submitted for approval at least seven (7) days in advance. If notice is less than seven (7) days, approval may be made at the Superintendent's discretion. Preapproved PTO cannot be used the last ten (10) work days of the school year. Exceptions may be made at the Superintendent's discretion.

Subd. 5.

No more than six (6) teachers will be approved for PTO on a particular day.

Subd. 6.

PTO pay shall be approved only upon digital submission of a signed request form.

Subd. 7.

Notification of earned PTO will be electronically.

Subd. 8.

Under extraordinary circumstances, staff may donate PTO or comp time to a staff person who has no PTO or comp left, with Superintendent's approval. Requests for approval of donations must be made to the Superintendent prior to the depletion of PTO and comp.

Section 2. Worker's Compensation

Pursuant to Minnesota Statutes Chapter 176, a Teacher injured on the job in the service of the School District and collecting worker's compensation insurance may draw sick leave and receive full salary from the School District. The salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Bereavement

Bereavement days will be deducted from PTO days. Additional days, beyond the allotted yearly PTO days, may be granted at the discretion of the Superintendent.

Section 4. Military Leave

Military leave shall be granted pursuant to applicable law.

Section 5. Child Care Leave

Subd. 1.

A child care leave without pay shall be granted by the School District subject to the provisions of this section. Child care leave shall be granted because of the need to prepare and provide parental care to a Teacher's naturally born or legally adopted child, children, or ward for an extended period of time.

Subd. 2.

A Teacher making an application for child care leave shall inform the Superintendent in writing of intention to take the leave at least six weeks before commencement of the intended leave. A Teacher making an application for adoption or legally awarded custody of a child for an extended period of time shall submit a written application to the School Board upon learning of the date of home placement, including the desired commencement date and return date. Adoption leave will commence at the date of home placement and may be for a period as requested by the Teacher up to one (1) year or as otherwise agreed by the School District and the Teacher.

Subd. 3.

The School District may adjust when possible 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 a grading period, end of the school year, or the like.

Subd. 4.

In making a determination concerning the duration of a child care leave, the School Board shall not, in any event, be required to grant any leave more than twelve (12) months in duration. Leaves may be extended, upon mutual agreement of the Superintendent and Teacher, for up to three months, subject to School Board approval.

Subd. 5.

A Teacher returning from child care leave shall be re-employed in a position in which he or she is licensed. A Teacher shall have the option of returning early pursuant to providing the District, in writing, with a ten (10) working days notice. The ten (10) working days may be waived under unusual circumstances by mutual agreement.

Subd. 6.

Failure of the Teacher to return pursuant to the date agreed to under this section shall constitute grounds for termination, unless the School District and the Teacher mutually agree to an extension of the leave.

Subd. 7.

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 provision 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. A Teacher's seniority date shall not be affected by the use of said leave.

Subd. 8.

A Teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the Teacher wishes to retain, commencing with the beginning of the child care leave. 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.

Section 6. Leave of Absence

A year leave of absence, not to exceed five (5) years, may be granted to any tenured Teacher upon written application and with the approval by the School Board.

Subd. 1.

A Teacher returning from a leave of absence shall be re-employed in a position in which he or she is licensed.

Subd. 2.

The Teacher shall notify the District in writing by April 1 whether the Teacher will return the subsequent year. Failure to notify the District by that date shall constitute a resignation.

Subd. 3.

The Teacher's continuing contract shall remain in effect and the Teacher shall retain all seniority, salary, unused leave time and fringe benefits which were accrued prior to taking the leave. Such leave is without pay and fringe benefits. The Teacher shall not accrue additional experience credit or leave time during the period of absence for such leave.

Subd. 4.

A Teacher on such leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium commencing with the beginning of such leave, for such insurance programs the Teacher wishes to retain. The right to continue participation in such group insurance programs, however, will terminate if the Teacher does not return to the School District pursuant to this section.

Section 7. Insurance Application

A Teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Teacher shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

Section 8. Credit

A Teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave began. No credit shall accrue for the period of time that a Teacher was on unpaid leave.

Section 9. Eligibility

Full leave benefits provided in this Article shall apply only to full-time Teachers as defined in Articles X and XI. Part-time Teachers shall be eligible for prorated benefits proportional to the extent of their employment.

Section 10. Professional Organization

Thirty (30) days will be granted to the Waterville-Elysian-Morristown's Education Association's total membership for involvement in professional activities. Requests for these days will be made no later than one week in advance by the President of the Association to the Superintendent. Limit three per time. Any time off beyond these thirty (30) days is payroll deductible. The Association shall pay for the cost of substitute Teachers after the first five (5) days. In addition, five (5) days at no cost to the Association will be allowed. These five (5) days are for mediation only. Limit five (5) per time for mediation.

Section 11. Jury Duty

A Teacher who serves on jury duty while school is in session shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the school district less mileage.

Section 12. Subpoena

A Teacher subpoenaed due to job-related circumstances will be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance.

Section 13. Family Medical Leave

(runs concurrent with contract)

Subd. 1.

Pursuant to the Family and Medical Leave Act P.S. 103-3, 1993, an eligible employee shall be granted, upon written request, a leave up to a total of twelve (12) weeks of unpaid leave per year in connection with:

1. the birth and first-year care of a child
2. the adoption or foster placement of a child
3. the serious health condition of an employee's spouse, child or parent, and
4. the employee's own serious health condition

Subd. 2.

An eligible employee shall be granted, upon written request, a leave of up to a total of five (5) days of paid leave in connection with the birth of a child per year. An eligible employee shall be defined as an employee with one (1) year of service.

Subd. 3.

During such a leave, eligible employees shall be eligible for regular School District group health insurance contributions as provided in this Agreement or a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 4.

To be eligible for the benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 5.

The employee may elect, or the School District may require, the employee to substitute paid sick leave or paid emergency leave for leave otherwise provided under this section.

Subd. 6.

The employee will provide at least thirty (30) days of written notice of request for leave when the reasons for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the employee.

Section 14. PFML

Subd. 1: Statutory Authority

Employees are eligible to participate in Paid Family Medical Leave (PFML) pursuant to MN Statutes 268B et seq., Family and Medical Benefits.

Subd. 2: Costs of PFML

The employer shall pay 50 percent of the total premium for Paid Family Medical Leave set by the Minnesota Department of Employment and Economic Development (DEED). Employees shall pay 50 percent of the total premium for Paid Family Medical Leave set by the Minnesota Department of Employment and Economic Development (DEED).

Subd. 3: Notification to the Employer

Pursuant to Minnesota Statute Section 268B.085, employees taking Paid Family Medical Leave shall provide the employer with thirty (30) days' notice prior to the start of leave when possible. If thirty (30) days' notice is not

practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances or a medical emergency, notice must be given as soon as practicable.

Subd. 4: Coordination of PFML and PTO

At the request of an employee on Paid Family Medical Leave, the employer shall allow the employee to use individual accrued PTO leave at their discretion to supplement the PFML program benefit. At no time will the employee receive more than 100 percent of their usual salary between the PFML benefit and contractual leave. Individual accrued leave shall be paid out on the normal payroll cycle pursuant to Article IX.

In the event that an employee is approved for Paid Family Medical Leave for a period of time that was initially covered by PTO, the employer shall provide the employee with the opportunity to pay back the value of some or all PTO leave. The employer shall re-credit the leave back to the employee's individual leave account.

Article X - Hours of Service - Section 3. Compensatory Time

Compensatory time will be given in increments of half and whole periods for in-house subbing and attendance at IEP meeting after 4:30 P.M. contract hours, with the approval of Administration, and for Teachers required to attend open house. Seven (7) periods of compensatory time equals one day.

Subd. 1.

No more than fourteen (14) hours of compensatory time can be used each school year. Compensatory time can be used in hourly increments. Partial days will be deducted in 1/7 increments.

Subd. 2.

Not more than ~~two (2)~~ six (6) Teachers, including PTO personal leave, from each building will be approved for compensatory leave on a particular day.

Subd. 3.

Request for compensatory time shall be approved only upon digital submission of a signed request form must be made to the Superintendent or his/her designee at least ~~two (2)~~ three (3) days in advance.

Subd. 4.

Notification of earned compensatory time will be electronically.

Subd. 45.

Compensatory leave cannot be used ~~the day before a holiday, day after a holiday, or the last two weeks of the school year~~ the last ten (10) work days of the school year.

Article XIII - Discipline and Suspension - Section 2. Teacher Reprimand

The parties mutually recognize the concept of progressive discipline. The Teacher has the right to have a union representative present at disciplinary meetings. Accordingly, normal disciplinary procedures shall be as follows:

1. Counseling/Informal Discussion: designed to assist the Teacher to fully develop his/her skills and abilities on the job.
2. Oral warning or reprimand: a verbal notification by the administration to the Teacher, that his/her performance or behavior must be improved. This sets forth the areas in which improvement is required and establishes goals leading to improvement.
3. Written reprimand: a formal written warning that unless behavior or performance improved, more severe discipline will follow. The written warning will set forth goals, timetables, and consequences of failure to improve. (Copy to employee and Association ~~Union President~~.)
4. Suspension with pay: temporary removal of a Teacher from the job. (Copy to employee and Association ~~Union President~~.)
5. Suspension without pay: (Copy to employee and Association ~~Union President~~.)

Article XVI - State Approved Tax-Deferred Matching Program - 403B - Section 1.

Subd. 1.

The School District will contribute according to the following matching schedule:

Hired before September 2, 2024		Hired after September 2, 2024	
Years of Service in ISD 2143	Match	Years of Service in ISD 2143	Match
0-3 0-2	\$0	0-3 0-2	\$0
4-9 3-8	\$800	4-9 3-8	\$950
10-14 9-13	\$920	10-14 9-13	\$1070
15-19 14-18	\$1,100	15-19 14-18	\$1,250
20-24 19-23	\$1,400	20-24 19-23	\$1,550
25+ 24+	\$1,700	25+ 24+	\$1,850

Article XVII - Lump Sum Distribution of Sick Leave - Section 2. Rate of Pay

Subd. 1.

The Teacher shall be eligible to receive pay upon severance in the amount obtained by multiplying ~~25~~ **30**% of the unused number of ~~sick leave days~~ **PTO hours** times his/her daily rate of pay. Number of ~~hours~~ **days** not to exceed ~~thirty (30)~~ **245 hours** days.

2025-2026 Schedule A

sem	BS	BS 10	BS 20	BS 30	BS 40	BS 50/MS	MS 10	MS 20	MS30
A	42,157	43,380	44,632	45,925	47,258	48,621	50,025	51,480	52,975
B	43,420	44,672	45,965	47,308	48,672	50,086	51,530	53,025	54,560
C	44,723	46,006	47,349	48,733	50,136	51,581	53,076	54,611	56,196
D	46,066	47,389	48,773	50,197	51,651	53,126	54,671	56,247	57,883
E	47,440	48,813	50,237	51,702	53,197	54,722	56,318	57,944	59,610
F	48,864	50,278	51,742	53,247	54,793	56,368	58,004	59,671	61,398
G	50,328	51,783	53,288	54,853	56,429	58,055	59,752	61,459	63,236
H	51,833	53,338	54,894	56,499	58,126	59,802	61,549	63,297	65,135
I	53,399	54,934	56,540	58,196	59,873	61,600	63,398	65,206	67,094
J	55,005	56,580	58,237	59,944	61,661	63,448	65,297	67,155	69,114
K	56,651	58,277	59,984	61,741	63,519	65,347	67,256	69,175	71,185
L	58,348	60,024	61,782	63,600	65,418	67,317	69,266	71,245	73,316
M	60,105	61,832	63,640	65,509	67,377	69,337	71,346	73,377	75,508
N	61,903	63,681	65,549	67,468	69,407	71,417	73,498	75,578	77,780

1% salary grid improvement (reflected in these numbers)

This year will include a \$2000 stipend for teachers currently (24-25 school year) on Step N.

0% on Schedule C & D

2026-2027 Schedule B

sem	BS	BS 10	BS 20	BS 30	BS 40	BS 50/MS	MS 10	MS 20	MS30
A	43,657	44,880	46,132	47,425	48,758	50,121	51,525	52,980	54,475
B	44,920	46,172	47,465	48,808	50,172	51,586	53,030	54,525	56,060
C	46,223	47,506	48,849	50,233	51,636	53,081	54,576	56,111	57,696
D	47,566	48,889	50,273	51,697	53,151	54,626	56,171	57,747	59,383
E	48,940	50,313	51,737	53,202	54,697	56,222	57,818	59,444	61,110
F	50,364	51,778	53,242	54,747	56,293	57,868	59,504	61,171	62,898
G	51,828	53,283	54,788	56,353	57,929	59,555	61,252	62,959	64,736
H	53,333	54,838	56,394	57,999	59,626	61,302	63,049	64,797	66,635
I	54,899	56,434	58,040	59,696	61,373	63,100	64,898	66,706	68,594
J	56,505	58,080	59,737	61,444	63,161	64,948	66,797	68,655	70,614
K	58,151	59,777	61,484	63,241	65,019	66,847	68,756	70,675	72,685
L	59,848	61,524	63,282	65,100	66,918	68,817	70,766	72,745	74,816
M	61,605	63,332	65,140	67,009	68,877	70,837	72,846	74,877	77,008
N	63,403	65,181	67,049	68,968	70,907	72,917	74,998	77,078	79,280

\$1,500 grid improvement per cell (reflected in these numbers)

3% on Schedule C & D

Eliminate Activities Director Stipend on Schedule D

Create an MOU for Weight Room Supervision in the near future

Insurance Information:

		2024-2025	2025-2026	2026-2027
	District Pay per Month Total (Premium & VEBA)	Employee pay per month	Employee pay per month	Employee pay per month
Single	1,058.26	220.12	350.99	??
E + 1	1,662.71	1,229.10	1,565.30	??
Family	1,691.72	1,418.36	1,782.34	??