

Article V Teacher Rights (page 9)

Section 10. Peer Review

Peer Review process will be developed by Staff Development Committee will be monitored by the Teacher Growth and Development Committee.

NEW Section. Staff Development

The staff development committee, after consultation with the Exclusive Representative, will present the staff development handbook to the School Board for approval at the September board meeting each year.

Article VI Basic Schedules and Rates of Pay (page 10)

Section 8. Payment of Salaries

Subd. 7. ~~College-NOW~~ Concurrent Enrollment

A stipend of \$250 per semester will be paid for each ~~College-NOW~~ concurrent enrollment class taught by the Teacher. Teachers interested in teaching a ~~College-NOW~~ concurrent enrollment class will be approved by the Superintendent and will complete their coursework within the following guidelines:

By July 1st of 2021, you will need to have 18 credits in the content area.

By July 1st of 2020, you will need to have 12 credits in the content area.

By July 1st of 2019, you will need to have 6 credits in the content area.

The District is not responsible for tuition. Credits can be used toward lane changes.

Article VIII Group Insurance (pages 14 - 17)

Section 2. Health and Hospitalization Insurance

The School District shall contribute a sum not to exceed the full premium for VEBA 860 individual coverage and the following amounts per month for single plus one and dependent 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 for 2019-2020. The School District shall contribute a sum not to exceed the following amounts per month for single, single plus one and dependent 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 for 2020-2021.

| 2019-2020 | 2020-2021 |
|---|---|
| Full VEBA /traditional individual coverage (highest individual cost) | \$1018.25 for single coverage |
| \$1622.71 for single plus one coverage | \$1622.71 for single plus one coverage |
| \$1651.71 for dependent coverage | \$1651.71 for dependent coverage |
| (If the increased cost of VEBA 860 single (or traditional single) is less than \$ negotiated, that amount will be divided equally between the other two policies) | (If the increased cost of VEBA 860 single (or traditional single) is less than \$ negotiated, that amount will be divided equally between the other two policies) |

2019-2020: Any additional cost of the premium for single plus one or dependent coverage shall be borne by the Teacher and paid by payroll deduction. The contribution for a full-time Teacher whose spouse is also employed full-time by the District, and said spouse, shall not exceed the amount of the single basic premium for one Teacher and the District's contribution for family coverage for the other Teacher, in no event shall either Teacher receive any cash reimbursement.

2020-2021: Any additional cost of the premium for **single**, single plus one or dependent coverage shall be borne by the Teacher and paid by payroll deduction. The contribution for a full-time Teacher whose spouse is also employed full-time by the District, and said spouse, shall not exceed the amount of **the District's contribution for single coverage for one Teacher** and the District's contribution for family coverage for the other Teacher, in no event shall either Teacher receive any cash reimbursement.

Section 11. Health Reimbursement Arrangement

The health insurance plan will have an option of a VEBA Plan (~~Minnesota Service Cooperatives VEBA Plan for 2017-2018 and 2018-2019~~) which includes district contributions to an HRA (health reimbursement arrangement). The HRA funds will be held in trust for the benefit of the individual employee.

Subd. 1.

Establishment of VEBA: Effective July 1, 2005 Employer shall adopt the VEBA and Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this collective bargaining agreement. Employer and employees assent to and ratify the appointment of the trustee and plan administrator in place on the option date of this agreement. It is intended that this arrangement constitute a voluntary employees beneficiary association under section 501(c) (9) of the Internal Revenue Code.

~~The annual district HRA contribution will be full deductible for qualifying employees who elect single, employee plus one or family coverage.~~ **The annual district HRA contribution will be either full out of pocket maximum for qualifying employees who elect single, employee plus one or family coverage or no contribution toward HRA, whichever the employee chooses.** ~~The deductible out of pocket maximum~~ and premium will total the negotiated amount. If ~~deductible out of pocket maximum~~ goes up, the employer will pay less towards premiums so the total dollars paid toward ~~deductible out of pocket maximum~~ and premium combined is equal to the total dollar negotiated for the district to pay.

Employer will make equal monthly payments to individual accounts under the HRA arrangement for active qualifying employees who are members of this collective bargaining agreement. Any employee who is terminated before the end of the academic year will have his or her contribution prorated accordingly, and have any over contribution deducted from his or her final check. The annual contribution will be prorated for part-time employees or any employee starting after the beginning of the academic year in proportion to his or her teaching days.

Subd. 3.

Employees who have spouses who are employed by the district will be eligible for **single/family** amount of HRA insurance contribution.

Subd. 7.

~~District will continue to provide the current four plans for insurance. No current plan will be dropped unless negotiated and voted on by the membership. (Insurance company policy cannot override this collective bargaining agreement.)~~ No current **insurance** plan will be dropped **or changed** unless negotiated and voted on by the membership.

Section 12. Post Retirement Health Care Savings Plan

Upon retirement, the district shall contribute the appropriate amount for each day of unused sick leave accumulated by each retired Teacher and their severance left for unused 403B match money into an individual account in the retiree's name with the VEBA HRA.

Article IX Leaves of Absences (pages 17-21)

Section 16. Family Medical Leave

NEW Subdivision Maternity/Paternity Leave

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.**

Article X Hours of Service (pages 22-23)

Section 3. Compensatory Time

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

NEW SECTION Period

~~PERIOD IS DEFINED AS 50 MINUTES FOR ELEMENTARY AND A 5-1-1 RATIO FOR SECONDARY OF DIRECT INSTRUCTION SUPERVISION PREP.~~ **A period is defined as 50 minutes for elementary and a 5-1-1 ratio for secondary as direct instruction, supervision, and prep, respectively.**

Article XII Grievance Procedure (page 24)

Section 1. Grievance Definition

A "grievance" shall mean an allegation by a Teacher, **with approval from the Exclusive Representatives,** resulting in a dispute or disagreement between the Teacher and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Article XIV Unrequested Leave of Absence and Seniority Report (p 29)

Section 1. The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10, which when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidations of school districts.

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

Subd 1. Teacher: "Teacher" shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd 1.

Subd. 2 Qualified: "Qualified" shall mean a teacher who, poses a Minnesota Tier 3 or Tier 4 license in the subject matter or field taught.

Subd. 3. Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and commences with the date the contract with the school district is signed. Tier 3 teachers have less seniority than Tier 4 teachers and will be placed on the seniority list accordingly.

Section 3. ULA

Subd. 1 Terms: The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations or merger of classes at the end of the teachers' contract. Such leave of absence shall continue for a period of five(5) years, after which the right of reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the superintendent of the school, by April 1st of each year, a written statement requesting reinstatement.

Subd. 2 Notice: Teachers who may be placed on such leave shall receive notice by April 1st of the school year prior to the commencement of such leave with reasons for said placement.

Subd. 3 Placement: A teacher who has acquired continuing contract rights must not be placed on ULA while Tier 1, Tier 2, or probationary teachers are retained in positions for which the teacher is licensed. Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed.

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" as provided in the "Teacher Evaluation and Peer Review Process" required in MS 122A.40, subd. 8, or MS 122A.41, subd. 5.

If a teacher is placed on a written "Teacher Evaluation Plan" by June 15 for the upcoming school year and does not successfully complete the improvement plan by April 1, they will be placed on a ULA prior to a less-senior teacher due to the discontinuance of a position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Subd. 4 Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District's affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 5 Tie-Breaker: In the event of a tie in seniority, the following tie-breakers shall be used with the higher number or earlier date conferring greater seniority:

1. Lane placement (higher lane)
2. Elimination of school-sponsored academic program (ie AVID, Concurrent Enrollment)

Subd. 6 Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for reemployment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Subd. 7 Dropping of License: A teacher shall not drop a license in which they are currently teaching.

Section 4 Realignment: For purposes of placement on ULA or recall from ULA, nothing in this article, shall require the School District to reassign a senior teacher to a different position for which he/she is not qualified.

Section 5 Reinstatement:

Subd. 1 Process: No new teacher at any licensure tier shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in the School District in the fields in which they are licensed as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

Subd. 2 Notices: When placed on ULA, a teacher must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd 3 Acceptance of Reemployment: A teacher placed on ULA shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher has ten (10) business days to accept the reinstatement position. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from.

Section 6. Establishment of Seniority List:

Subd. 1 Placement: The School Board shall annually cause a seniority list by name, date of employment, qualification and subject matter or field to be prepared from its records. It shall

thereupon post such list in an official place in each schoolhouse of the District by November 15 and approved by the School Board by December 30.

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

Subd. 3 Final List: Within 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 School Board deems warranted. A final seniority list shall thereupon be prepared by the School Board, which list as revised shall be binding on the School District and any teacher. Each year thereafter the School Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or the cessation of services or new employees. Such yearly revised lists shall govern the application of the unrequested leave of absence policy until thereafter revised.

Section 6 Filing of Licenses: In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15th of such school year shall be considered for purposes of determining layoff within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.

Section 7 Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined in Section 2., Subd. 1. above and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

Section 8 Procedure:

Subd 1. Notice to teachers: Following school board action on discontinued positions and school board action proposing placement of teachers on ULA, each individual teacher proposed for placement on ULA shall receive notice of the proposed placement that:

- a. States the applicable grounds for the proposed placement
- b. Provides notice to the teacher of their right to request a hearing on the proposed placement within 7 days from the receipt of the notice; and
- c. Provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action. (Copy to the Association)

Subd 2. Right to a hearing and decision: If the teacher requests a hearing within 7 days from the receipt of notice, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing.

Section 9 Final Board Action: Final board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the school board decision.

Article XVII Lump Sum Distribution of Sick Leave (page 32)

Section 1. Eligibility

Teachers who have at least twenty (20) years of full-time service (or the equivalent) with the School District who are at least fifty-five (55) years of age shall be eligible for lump sum distribution.

Section 2. Rate of Pay

Subd. 1.

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

Section 3. Maximum Daily Rate

The maximum daily rate of pay will be 1.5 times BA step 2.

Section 4. Payment

Lump sum distribution of sick leave shall be paid by the School District in one lump sum on July 15th and shall not be granted to any Teacher who is discharged by the School District.

Section 5. Beneficiary

If a Teacher dies before the lump sum distribution of sick leave, the amount due shall be paid to a named beneficiary, or lacking same, to the deceased's estate.

Section 6. Timeline

The application deadline shall be May 1st. The lump sum distribution of sick leave shall be effective at the end of the school year in which the person qualifies, unless otherwise agreed to between the Teacher and the School District.

NEW Article Retirement Health Insurance

Section 1. Eligibility

Teachers who have met the Rule of 90 (Number of years teaching in a Minnesota public school plus your age) and have twenty (20) years of full time service or the equivalent in the district shall be eligible for a district contribution toward health insurance.

Section 2. Timeline

Any Teacher who desires to retire at the end of the 2019-2020 school year must submit a letter of retirement to the board on or before December 31, 2019. Any Teacher who desires to retire at the end of the 2020-2021 school year must submit a letter of retirement to the board on or before December 31, 2020. The previous two (2) statements expire with the expiration of the 2019-2021 negotiated agreement unless otherwise negotiated.

Section 3. Contribution

Subd. 1.

Any Teacher who retired pursuant to Article ?? Section 1 and Section 2 is eligible to receive a \$6,000 a year benefit for seven (7) years. (reverts back to a \$2,000 a year benefit for six (6) years after June 30, 2022 unless otherwise negotiated)

Subd. 2.

Any Teacher who retired pursuant to Article ?? Sections 1 and 2 who has been in the district for twenty (20) years (but not equivalent to full time) is eligible to receive a \$2,000 a year benefit for six (6) years.

Subd. 3.

Any Teacher who retired pursuant to Article ?? Section 1 who notifies the district after the submission deadline is eligible to receive a \$2,000 a year benefit for six (6) years.

Section 4. Insurance Plan

A Teacher who retired pursuant to this Article shall be eligible to continue participation in the School District group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier, and shall pay the entire premium for such insurance. It is the responsibility of the Teacher to make arrangements with the Superintendent's office to pay the School District the monthly premium amounts in advance and on such date as determined by the School District. The Teacher's right to continue participation in such group insurance will continue until the end of the school year in which the Teacher reaches their 65th birthday, subject to carrier limitations.

Section 5. Payment

Subd. 1.

The \$6,000 or \$2,000 is for retirees to purchase health insurance with their option to stay on the district plan or inform the district they are choosing their own insurance option and want their funds placed into their employee trust account.

Subd. 2.

If the retiree goes off the district plan, funds will be placed in their trust account quarterly. If the retiree remains on the district plan, the \$6,000 or \$2,000 will be divided into twelve (12) equal parts and paid toward the health insurance premium. If a balance is due, the retiree will pay the difference monthly.

Article XX Early Childhood Family Education Teachers (page 35-38)

NEW Section. Emergency Closing Days

In the event of school closings for any emergency, the Teacher is eligible to be compensated for lost hourly pay through said Teacher's sick leave.

Schedule C:

Coaching Pay - before any percentage increase

| | 2019-2020 | 2020-2021 |
|---|-----------|-----------|
| Football, Volleyball, Basketball, Wrestling & Gymnastics | | |
| Head | 5,113 | 5,113 |
| 1st Assistant | 3,645 | 3,645 |
| 2nd Assistant | 2,911 | 2,911 |
| 3rd Assistant | 2,424 | 2,424 |
| Junior High | 2,191 | 2,191 |
| Saturday Basketball and Wrestling | 1,375 | 1,375 |
| Junior High (14 week basketball programs) | 2,424 | 2,424 |
| Baseball, Softball, Track, & Cross Country | | |
| Head | 4,231 | 5,113 |
| 1st Assistant | 2,947 | 3,645 |
| 2nd Assistant | 2,411 | 2,911 |
| Junior High | 1,736 | 2,191 |
| Cheerleading & Danceline | | |
| Head | 2,955 | 2,955 |

Schedule D:

Yearbook—Junior High \$833

National Honor Society - changed to Minnesota Honor Society

Knowledge Bowl Coordinator - changed to Knowledge Bowl Coach

WEM Stock same stipend as Play - Director (per play)

Schedule E:

| |
|------------------------------------|
| Schedule E Notice of Assignment |
|------------------------------------|

TO:

DATE:

FROM: Independent School District 2143

SUBJECT: Notice of Salary and Assignment(s) for the _____ School Year

1. Your basic assignment for the _____ school year is:

2. Pursuant of the provisions of the Teachers' Master Agreement, your step, lane, and salary for the _____ School Year for basic services is:

LANE/STEP/SERVICE YEAR _____

SALARY \$ _____

Summer pay and/or additional assignments as assigned by Schedule F.

3. 403B current contribution amount: \$ _____
403B matching funds: \$ _____

The School District reserves the right to make any modifications or adjustments in these assignments during the school year as per the Master Agreement.

"An equal opportunity employer"

*In order to change your 403B contribution amount, you need to notify the district in using the [Salary Reduction Agreement for 403\(b\)/403\(b\) Roth/457 TSA with Match](#) form.

Schedule F:

Schedule F

Letter of Extra Class Load, Co-curricular, and/or Additional Schedule Assignment

TO:

FROM: Independent School District 2143

SUBJECT: Notice of Letter of Extra Class Load, Co-curricular, and/or Additional Schedule Assignment for the _____ School Year

OFFICIAL'S SIGNATURE _____ Dated: _____

1. Your extra class load, co-curricular, and/or additional schedule assignment for the _____ school year is:

2. Your salary for the given position is:

3. The School District reserves the right to make any modifications or adjustments in these assignments during the school year.

MOU - E-Learning Days

Memorandum of Understanding
Between
Waterville-Elysian-Morristown Education Association
And
Waterville-Elysian-Morristown School District

Teachers will follow the 2019-2020 school year E-Learning Days Policy. These days are put into place by the Superintendent. Teachers will work these assigned days and be available to students and parents from 10 A.M. to 3 P.M. via school-issued device.