

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Independent School District #2143 (hereinafter referred to as “District”)
AND
Waterville-Elysian-Morristown Education Association, Local #7281 (hereinafter referred to as
“Union”)**

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2023, through June 30, 2025; and,

WHEREAS the District and Union desire to address and implement agreed upon language items beginning September 1, 2025,

NOW THEREFORE, be it resolved that the parties agree to the following:

Article V. 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 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.

Article V. Section 12. Relicensure

The District shall provide a five-year, rotating schedule of CEUs deemed mandatory for relicensure by the Minnesota Professional Educator Licensing and Standards Board (PELSB). Through professional development, these CEUs may be in the form of an in-person presentation or paid time to complete the training individually.

Article VI.

Subd. 7. Concurrent Enrollment

A stipend of \$500 for 1-19 students or \$750 for 20+ 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) consecutive 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 initial 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.

Subd. 9. Quarter Hour Credit

1.5 quarter credits shall equal one (1) semester credit.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Paid Time Off (PTO)

Subd. 1.

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

0-2	63 hours
3-13	77 hours
14+	91 hours

Hours shall be credited on September 1. One day is equal to seven (7) hours for the purpose of reimbursement from PTO bank. 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 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, by providing written notice of desire to return, if a mutual agreement is reached between the District and the Teacher on leave.

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.

Article X. Section 3. Compensatory Time

Compensatory time will be given in increments of half and whole periods for in-house subbing and attendance at IEP meetings after 4:30 P.M. contract hours, with the approval of Administration. 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 six (6) Teachers, including PTO will be approved for compensatory leave on a particular day.

Subd. 3.

Compensatory time shall be approved only upon submission of a signed request form three (3) days in advance.

Subd. 4.

Notification of earned compensatory time will be electronically.

Subd. 5.

Compensatory leave cannot be used the last ten (10) work days of the school year.

Subd. 6.

At the end of each school year, compensatory hours which are not used will be paid out at the highest hourly sub rate of pay. Compensation will be dispersed by the June 30th paycheck. Teachers may carry over up to fourteen (14) hours of compensatory time each year. Teachers must notify the district by May 15th if they intend to carry over compensatory hours.

Article XIII. Section 2. Teacher Reprimand

- 1. 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 Union President.)
- 2. Suspension with pay: temporary removal of a Teacher from the job. (Copy to employee and Union President.)
- 3. Suspension without pay: (Copy to employee and Union President.)

Article XVI. Section 1. Subd. 1.

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

NOW THEREFORE, be it further resolved that the parties agree to the following:
The district and the local agree that the language in this MOU will be incorporated into the final 2025-2027 agreement, the duration of which starts August 25, 2025.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District’s School Board and is signed by both parties.

For the District:		For the Union:	
Board Head Negotiator	Dated	WEMEA Head Negotiator	Dated
Board Chair	Dated	WEMEA President	Dated