

Agreement

Between

**Preschool Teachers of
the United Teachers of
South Washington County**

Local 1125, NEA, AFT, EM, AFL-CIO

and

**South Washington County Schools
Independent School District No. 833**

July 1, 2020 – June 30, 2021

TABLE of CONTENTS

ARTICLE I PURPOSE	1
ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....	1
ARTICLE III SCHOOL DISTRICT RIGHTS.....	1
ARTICLE IV PRESCHOOL TEACHER RIGHTS	2
ARTICLE V EXCLUSIVE REPRESENTATIVE RIGHTS.....	2
ARTICLE VI HOURS OF SERVICE	3
ARTICLE VII LENGTH OF THE SCHOOL YEAR.....	4
ARTICLE VIII BASIC SCHEDULES AND RATES OF PAY	5
ARTICLE IX POSTING OF VACANCIES	6
ARTICLE X PROBATIONARY PERIOD.....	7
ARTICLE XI INSURANCE.....	7
ARTICLE XII PAID ABSENCE LEAVE	8
ARTICLE XIII LEAVES OF ABSENCE	11
ARTICLE XIV GRIEVANCE PROCEDURE.....	12
ARTICLE XV PRESCHOOL TEACHER SEVERANCE PLANS/TSA.....	14
ARTICLE XVI PUBLIC OBLIGATION.....	15
ARTICLE XVII DISCIPLINE	15
ARTICLE XVIII SENIOIRITY AND LAY-OFF.....	16
ARTICLE XIX DURATION	17
SALARY SCHEDULES 2020-2021	18
ATTACHMENT I INSURANCES.....	20
MEMORANDUM OF AGREEMENT NON-STUDENT CONTACT DAYS DEFINED	21

Article I
Purpose

Section 1. Parties: THIS AGREEMENT, entered into between South Washington County Schools, Independent School District 833, Cottage Grove, Minnesota, hereinafter referred to as the School District, and the Preschool Teachers of the United Teachers of South Washington County Local 1125, AFT, EM, NEA and AFL-CIO, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended hereinafter referred to as the PELRA, is to provide the terms and conditions of employment for preschool teachers included in the appropriate unit defined by Article II, Section 2 for the duration of this Agreement.

Section 2. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the School District's personnel policies affecting the working conditions of the preschool teachers, but does not mean the educational policies of the School District.

Section 3. Definitions:

Subd. 1. Superintendent: Shall mean the Superintendent of Schools of Independent School District No. 833 or a designated representative.

Subd. 2. Principal: Shall mean the secondary or elementary Principal or a designated representative.

Subd. 3. Supervisor: Shall mean the Early Childhood Family Services Manager or a designated representative.

Subd. 4. Preschool Teacher: Shall mean a person employed by an individual contract or a long-term substitute contract to a position.

Subd. 5. Full-time Preschool Teacher: Shall mean a preschool teacher contracted for a preschool teacher's basic day of six (6) hours or more and for 100 days or more during a school year. In a building with a four period day schedule, a full time preschool teacher shall mean a preschool teacher contracted for a preschool teacher's basic day of five (5) hours or more and for one hundred (100) days or more during a school year.

Subd. 6. Part-time Preschool Teacher: Shall mean a preschool teacher contracted for a preschool teacher's basic day of less than six (6) hours and for 100 days or more during a school year. In a building with a four period day schedule, a part time preschool teacher shall mean a preschool teacher contracted for a preschool teacher's basic day of less than five (5) hours and for one hundred (100) days or more during the school year.

Subd. 7. Long-term Substitute Preschool Teacher: Shall mean a preschool teacher contracted to replace any individual preschool teacher as defined in Subd. 4 and Subd. 5 of this Section for a period of thirty (30) days or more, but less than 100 days in a school year.

Subd. 8. Other Terms: Terms not specifically defined in this Agreement shall have those meanings as defined by the PELRA.

Article II
Recognition of Exclusive Representative

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the United Teachers of South Washington County, Local 1125, AFT, EM, NEA and AFL-CIO as the exclusive representative of preschool teachers defined in Section 2 who are employed by an individual written contract by the School District. The Union shall have those rights and duties as established by the PELRA and in the provisions of this Agreement

Section 2. Appropriate Unit: The appropriate unit shall include all preschool teachers employed by the School District for positions which a early childhood teaching license is not required.

Article III
School District Rights

Section 1. Inherent Managerial Rights: The Union recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, the utilization of technology, the organizational structure, and the selection and direction and number of personnel.

Section 2. Management Responsibilities: The Union recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations, and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations:

Subd. 1. The Union recognizes that all preschool teachers covered by this Agreement shall perform the duties and responsibilities prescribed by the School District and shall be governed by the laws of the State of Minnesota and by the School District rules, regulations, directives, and orders issued by properly designated officials of the School District. The Union also recognizes the right, obligation, and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board or the School District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Subd. 2. All provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules, and regulations of the State Department of Education, and valid rules, regulations, and orders of the State and Federal governmental agencies. Any provision of this Agreement found by proper judicial or administrative authority to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein. All management functions not expressly delegated in this Agreement are reserved to the School District.

Article IV

Preschool Teacher Rights

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right or any preschool teacher or a preschool teacher's representative to express or communicate a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to or does not interfere with the full and faithful and proper performance of the duties of employment or circumvent the right of the exclusive representative.

Section 2. Right to Join: Preschool Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

Section 3. Personnel Files:

Subd. 1. Preschool Teachers shall have the right to inspect their individual personnel files.

Subd. 2. An administrator's written statement about a preschool teacher or preschool teacher's work that is not part of the normal preschool teacher evaluation process shall be received in the district personnel office within five (5) working days.

Subd. 3. Preschool Teachers shall receive a copy of evaluatory materials that are initiated by the School District and placed in the preschool teacher's individual personnel file.

Section 4. Reports of Improper Conduct: If a preschool teacher believes he/she has been the subject of harassment, inappropriate behavior, or intimidation by a parent, the preschool teacher will report the parent's conduct to the building principal or other appropriate supervisor. If the parent's improper conduct falls under any School Board policy, the preschool teacher will report the incident pursuant to the provisions of that policy.

Article V

Exclusive Representative Rights

Section 1. Meet and Confer: The School District recognizes its obligation to meet and confer with the Union as representative of the preschool teachers, to discuss policies and those matters relating to employment not included under Minn. Stat. 179A.03, and subd. 19, pursuant to Minn. Stat. 179A.07, subd. 2 of the PELRA.

Section 2. Dues Check-Off: Preschool Teachers who are members of the exclusive representative shall have the right to request and be allowed the continuous check-off of Union dues, provided that the check-off of dues and the proceeds thereof shall not be allowed the Union if it has lost its right to dues check-off pursuant to Minn. Stat. 179A.01 to 179A.25 of the PELRA. Upon receipt of an authorization card, properly signed by the preschool teacher involved, the School District will deduct from the preschool teacher's paycheck the amount of dues established by the Union for each school year.

Section 3. Indemnification: The Union shall indemnify and hold the School District harmless against any and all claims, judgments, or orders issued against the School District in the Administration of Section 2 of this Article.

Section 4. Union Business: A maximum of fifteen (15) duty days for the school year may be used as Union Leave Days, to conduct business necessary to the Union. Additional days may be granted on a case-by-case basis if there is a mutual benefit to the District subject to the approval of the Superintendent. The decision to grant or deny additional days shall not be subject to the grievance procedure as set forth in Article XIV of this Agreement. A preschool teacher designated by the Union as an officer, a member of the Negotiating Team, or a Council Chairperson may be authorized by the Union to use Union Leave Days, subject to the following conditions:

Subd. 1. Upon 3 calendar days written notice from the Union President to the Superintendent, a designated preschool teacher may be absent from duty, provided, the absence will not interrupt the educational program. Said notice shall contain the name of the designated preschool teacher, the reason for the request, the date of absence, and where the preschool teacher may be located in case of an emergency.

Subd. 2. For the duty day of absence of a designated preschool teacher, the Union shall reimburse the School District for the daily cost of the substitute preschool teacher who replaces the absent preschool teacher.

Subd. 3. Any one designated preschool teacher shall be limited to ten (10) of the annual Union Leave Days, provided, that a designated preschool teacher who is the Union President shall be limited to fifteen (15) of the annual Union Leave days in the school year.

Section 5. Authorized Representatives:

Subd. 1. Full-time representatives of the American Federation of Teachers and the National Education Association and Education Minnesota shall have the exclusive right to enter facilities of the School District, only upon twenty-four (24) hour prior notification and statement of purpose and with the approval of the Superintendent of Schools, in order to contact preschool teachers during the preschool teachers' basic day. Such activity shall be at reasonable times (example - before or after student hours) and shall not interfere with the preschool teaching duties.

Subd. 2. The Union President, and/or their designee(s) shall have the right to enter facilities of the School District before and after the completion of the students' day, upon notification to the Superintendent and/or designee, in order to meet the duties and responsibilities of the exclusive representative.

Section 6. Use of School District Facilities: The union shall have the right to use School District facilities in accordance with the "Community Use of School Facilities" policy adopted by the School District.

Section 7. Bulletin Boards: The Union shall have the right to post official notices and announcements on the bulletin boards located in preschool teacher lounges/workrooms, regarding the duties and responsibilities of the exclusive representative of the preschool teachers' bargaining unit.

Section 8. Access to Information: The Union shall have the right to necessary school district information in order to carry out the duties and responsibilities of the exclusive representative of preschool teachers. This information shall include, but is not limited to, names and addresses of all members of the appropriate unit, the school district budget, audit, and other financial reports required by the State of Minnesota, and the school district policies.

Section 9. Use of In-District Mail and Preschool Teacher PO Boxes: The Union shall have the right to distribute information in the preschool teacher's individual building post office box and the right to use the In-District Mail distribution system and the right to use the district e-mail system in order to provide the services required of the exclusive representative. The Union accepts sole responsibility for materials distributed by the Union.

Article VI **Hours of Service**

Section 1. Preschool Teacher's Basic Day: The preschool teacher's basic day, exclusive of lunch, shall be 7-1/2 hours. Preschool teachers shall be provided a 30-minute duty free lunch period within each preschool teacher's basic day.

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

Section 3. Hours of Service

Subd. 1. Student Contact Time: Student contact time shall be defined as the time spent teaching a class as scheduled.

Subd. 2. Preparation Time: Preparation time shall be defined as a block of time for the preschool teacher to prepare for their teaching assignment. Preschool teachers shall receive preparation time in proportion to contact time in the same proportion as K-12 teachers.

Subd. 3. Supervisory Duties: Supervisory time shall be defined as a block of time on site where direct teaching does not take place, but students/parents are arriving and dismissing. Preschool teachers shall have supervisory time assigned in proportion to contact time in the same proportion as K-12 teachers.

Subd. 4. On Site Prep Time: On site prep time shall be defined as time on site for additional preparation (e.g. set up/take down). Preschool teachers shall have on site prep time in proportion to contact time in the same proportion as K-12 teachers. **Site is defined as Early Learning programs or Community Education versus the elementary site for which the classrooms are housed.**

Section 4. Additional Activities:

Subd. 1. In addition to the preschool teacher's basic day, preschool teachers shall be required to participate in one parent/child activity per school year (not to exceed 2 hours in length). Participation in all other school related activities occurring outside of the preschool teacher's basic day shall be voluntary, except as otherwise addressed in this master agreement.

A. Conferences: No preschool teacher shall be scheduled to more than 5.5 hours of conferencing in any designated conference day/evening. The two hours of time the preschool teachers do not spend conferencing for designated conference days/evenings will be spent preparing for conferences. This time may be served at the preschool teacher's discretion as to date and location. Part-time and crossover preschool teachers will participate in building conferences in proportion to their FTE at that building. Preschool teachers will conference with parents as needed.

Section 5. Additional Duties:

Subd. 1. Additional Required Duties: Preschool teachers may be assigned by the Early Childhood Family Services Manager to additional duties in excess of their FTE. These duties include but are not limited to; preschool teacher meetings, open house, curriculum development, and assigned staff development. Preschool teachers will be paid at their hourly rate for such activities and/or meetings.

Subd. 2. Additional Activities: Preschool teachers who choose to be part of additional activities coordinated by the Early Childhood Family Services Manager shall be paid at the rate of \$28.00 per hour for the activity.

Section 6. Preschool Teacher Preparation:

Full-time preschool teachers shall be provided at least 60 minutes in a single block of time or in two nearly equal blocks of time within the student contact day. Part-time preschool teachers will receive preparation time on a prorated basis.

Article VII

Length of the School Year

Section 1. Preschool Teacher Duty Days: The school year shall consist of 183 preschool teacher duty days.

Subd. 1. Of the 183 preschool teacher duty days, at least six (6) shall be preschool teacher professional development (workshop or in-service) or teacher work days.

Subd. 2. Of the 183 preschool teacher duty days, up to 177 shall be student contact days.

Section 2. School Days:

Subd. 1. The School District shall, prior to April 1, establish the number of school days for the following school year.

Subd. 2. Preschool Teachers shall perform teaching duties on school days determined by the School District, including those legal holidays on which the School District is authorized to conduct school and, pursuant to Minn. Stat.120A.40, has determined it will conduct school.

Section 3. Emergency closing:

Subd. 1. Flexible Learning Days (or E-Learning Days): The District may declare a District-wide flexible learning day(s), which consists of an extension of classroom instruction with a reasonable amount of time to complete the work assigned and opportunity for teacher/student interaction during the day(s).

Subd. 2. Emergency Closing Days: In the event an emergency closing day(s) is declared by the District, there are three (3) options for preschool teachers:

- A. An employee unable to work may use PAL emergency closing day/hour via the attendance system.
- B. An employee may perform their duties from a location other than their school.
- C. An employee may perform their duties at their school.

Subd. 3. Emergency Shut Down Days: In the event the District declares an emergency shut down day(s), the employee will not suffer loss of pay for the first emergency shut down day in a school year. In the event of more than one (1) emergency shut down day and the District decides to reschedule the day(s), the District shall meet and confer with the Union concerning the date(s) on which the duty day(s) will be rescheduled. If the District decides not to reschedule the day(s), the employee will not suffer loss of pay.

Subd. 4. If a preschool teacher has previously arranged for use of paid absence leave and there is an emergency closing day (Subd. 2) or emergency shut down day (Subd. 3), the preschool teacher will not have a paid absence leave day or pay deducted provided other staff are not asked to report.

Article VIII

Basic Schedules and Rates of Pay

Section 1. Salary Schedule: Preschool teachers shall be compensated in accordance with the salary schedules attached hereto, provided that part-time preschool teachers and long-term substitute preschool teachers as defined (30 days or longer) shall be compensated on a prorated basis..

Subd. 1 Extra Duty: Preschool teachers who work beyond their contracted days shall be compensated on a prorated basis for required activities.

Subd. 2 Subbing: Preschool teachers subbing for another preschool or ECFE teacher's class will be paid at the rate of \$28.00 per hour for student contact time, supervisory time and other prep time.

Subd. 3. Pay Days: Full-time preschool teachers shall be provided the option of receiving basic salary schedule compensation in either 24 or 26 equal installments, at the discretion of the District, or in equal installments with an early payoff during the summer. Any full-time preschool teacher electing to change the option of payment shall submit a written notice to the School District during the month of May requesting a change of option, which will be effective for the subsequent school year. Any full-time preschool teacher who does not make a requested change during the month of May of the preceding year shall continue to be compensated in the manner they had previously selected.

Section 2. Status of Salary Schedule:

Subd. 1. Salary, Step, and Lane: The School District reserves the right to withhold an experience increment advancement, lane change, or any other salary increase of an individual preschool teacher for cause, as determined by the School District.

- A. In the event such a determination is made, the School District shall notify the individual preschool teacher of such action prior to April 1 in even number years, and July 1 in odd numbers years, stating the cause.
- B. If the preschool teacher performs satisfactorily the school year following the withholding of experience increment advancement, lane change, or other salary increase, the preschool teacher shall be eligible for the provisions of Sections 4 and 5 of this Article.

Section 3. Initial Placement on Salary Schedule:

Subd. 1. Previous Experience: New preschool teachers may be allowed up to full credit for initial Salary Schedule placement purposes, based on previous preschool teaching or work experience. New preschool teachers shall be granted no less than fifty- percent credit for previous teaching experience.

Subd. 2. Educational Credits: New preschool teachers shall be placed on a salary schedule lane, allowing full credit for valid educational credits germane to the preschool teaching assignments that are verified by transcript.

Subd. 3. Advancement: Following initial placement on the Salary Schedule, as provided by Subds.1 and 2 of Section 3, preschool teachers shall advance on the Salary Schedule only in accordance with Section 4 and Section 5 of this Article.

Section 4. Educational Lane Advancement on the Salary Schedule:

Subd. 1. Effective Date: The training level of preschool teachers will determine educational lane placement on the Salary Schedule for the school year. Preschool teachers must notify the Director of Human Resources of any additional credits earned and present a transcript for such credits. An educational lane change shall be effective on the first payroll period following receipt of transcripts for the requisite number of pre-approved germane credits. The last courses taken during Summer School may be submitted via official grade slips for the purpose of establishing a lane change effective date, but no payment will be made until after transcripts are received.

Subd. 2. Application:

- A. Credits to be considered for application on any lane change of the Salary Schedule must be germane to the preschool teacher's assignment, as determined by the School Board. The preschool teacher may submit a request in writing, at least seven (7) calendar days prior to the beginning of the course, for approval by the Superintendent or designee. Failure to receive such approval in advance shall not be considered grounds for denial of credit for a course taken. However, a preschool teacher who takes a course without having received prior approval does so at the risk of that course being judged to be not germane to the preschool teacher's assignment.
- B. In the event a course that has been approved is canceled due to a lack of enrollment, preschool teachers may request approval for a replacement course. The Superintendent or designee shall waive the timelines in paragraph A. in order to process the request.

Subd. 3. Grade and Credits: In order to apply on the Salary Schedule, all credits beyond the Bachelors Degree must carry a grade equivalent of B or higher. For credits earned under a pass-no pass grading system, a passing or satisfactory grade will be accepted.

Subd. 4. Credits Prior to M.A.: Graduate credits earned prior to receiving the Masters Degree shall not apply for Salary Schedule advancement beyond the Masters Degree.

Subd. 5. Recognized College or University: In order to qualify for the intermediate Salary Schedule lanes between the B.A. and M.A. and the M.A. and the M.A. +45, the courses taken must be from a college or university accredited by the regional accrediting agency. Preschool teachers may request approval of courses taken, not to exceed 6 credits per lane change, from other institutions of learning, which are germane to the preschool teacher's assignment. The institution and course credit will be individually considered by approval to qualify for educational lane advancement on the Salary Schedule. For those hired after July 1, 2020 the salary schedule lanes will only reference between B.A. and M.A.

Section 5. Experience Increment Advancement on the Salary Schedule

Subd. 1. Full Duty Year: Preschool teachers who are individually contracted for the total duty days or more in the shortest semester in the school year shall be advanced 1 experience increment on the Salary Schedule effective as of September 1 of the following school year, subject to the provisions of Section 2 of this Article.

Subd. 2. Less Than Full Duty Year: Preschool teachers who are individually contracted for less than the total number of duty days in the shortest semester in the school year shall not advance on the Salary Schedule.

Section 6. Mileage: Preschool teachers required by the School District to use their personal vehicle in the performance of assigned duties and responsibilities shall be compensated at the current IRS rate, with subsequent modification of the IRS rate effective upon notification to the School District. Reimbursement will be effective the first of the month following the announcement of the new rate.

Article IX
Posting of Vacancies

Section 1. Vacancies:The EMPLOYER and the UNION agree that job classification vacancies should be filled based on the concept of promotion from within, provided that applicants have the necessary qualifications to meet the standards of the vacancy and have the ability to perform the duties and responsibilities of the vacancy.

Subd. 1. New positions and vacant positions shall be posted by the EMPLOYER for a period of at least seven (7) consecutive calendar days.

Subd. 2. The notice of posting shall be made on the EMPLOYER'S website and emailed to Preschool Teacher Group.

Subd. 3. When opportunities become available any preschool teacher will be allowed, by seniority and FTE, to claim positions that become available each year by submitting an internal application.

Subd. 4. Vacancies shall be filled based on an applicant’s qualifications, abilities, work performance, and seniority. Applicants must meet the minimum qualifications in order to be considered.

Section 2. Required License Positions:After bidding is concluded by members of the UTSWC, any open licensed early childhood position shall be presented to preschool teachers via email. Preschool Teachers will have 7 calendar days to reply to the email expressing their interest for a particular position. Positions will be awarded by Seniority ,FTE, and appropriate licensure.

Article X
Probationary Period

Section 1. Probation: The length of probation for preschool teachers shall be for three (3) consecutive years from the date of hire employed by the school district. During such probationary period, a preschool teacher may be terminated at the sole discretion of the School District.

Section 2. Non-Probationary Preschool Teachers: Preschool teachers who successfully complete the probationary period shall hold ongoing employment based on their seniority and license. Preschool teachers who have completed three (3) consecutive years of employment may only be terminated for just cause or layoff due to program reductions.

Article XI
Insurance

Section 1. Insurance:

Subd. 1. Selection of Carrier: The selection of the insurance carrier shall be made by the School District after completion of the required bidding process and in accordance with Minnesota Statutes. In all cases the insurance carrier shall be the one that, in the judgment of the School District, is best qualified to provide coverage.

Subd. 2. Maintenance of Insurance Specification: The specifications of all insurance programs shall be those agreed to between the School District and the United Teachers of South Washington County Insurance Committee. The agreed to specifications shall be maintained for the duration of this Agreement and shall not be changed except as allowed by law.

Subd. 3. Group Insurance: Preschool teachers shall be eligible for School District group insurance premium contributions as provided in this Article. Part time preschool teachers may individually elect to participate in the group insurance programs and receive prorated School District contributions toward the individual health, hospitalization, and major medical premium as provided in this Article.

Section 2. Health and Hospitalization Insurance:

Health Insurance monthly premium contributions provided by District 833							
<i>Contributions are effective January 1 - December 31 of identified years below</i>							
Coverage Options	Single Coverage			Coverage Options	Family Coverage		
	2020	2021	2022		2020	2021	2022
\$25 Co-Pay	\$557.62	\$568.77		\$25 Co-Pay	\$1,049.06	\$1,070.04	
\$15 Co-Pay	\$553.16	\$564.23		\$15 Co-Pay	\$1,043.58	\$1,064.45	
High Deductible	\$571.37	\$583.21		High Deductible	\$1,352.50	\$1,379.55	

** High Deductible plan in both options will receive \$250 a month toward a VEBA Contribution*

Subd. 1. Combined Coverage:

The School District shall allow married couples within the preschool teachers bargaining unit to combine School District contributions toward one family coverage plan, not to exceed the sum of the District contribution toward single and family combined. Qualifying employees must inform the School District of their intent to combine School District contributions toward one family coverage plan during the designated "open enrollment" period.

Section 3. Life Insurance: The School District shall contribute an amount equal to the monthly premium for a \$50,000 Term Life Insurance Policy for all eligible full-time preschool teachers employed by the School District who are enrolled in the School District Group Term Life Insurance Policy.

Section 4. Long-Term Disability Insurance: The School District shall provide, at no cost to the School District, a Group Long-term Disability Insurance Program. All eligible full-time preschool teachers employed by the School District shall be enrolled in the School District Group Long-term Disability Program.

Section 5. Dental Insurance: Effective January 1, 2020, the School District shall contribute an amount equal to the single monthly premium toward both single and family coverage.

Section 6. Payroll Deductions: The difference between the monthly premium costs of the group insurance plans and the School District's Contributions established by Sections 2, 3, 4, and 5 of this Article shall be paid by enrolled preschool teachers through payroll deduction.

Section 7. Voluntary Participation: Participation by any eligible teacher in the insurance plans established by this Article is voluntary. Eligible preschool teachers who choose not to participate shall receive no additional compensation in lieu thereof.

Section 8. Claims Against the School District:

Subd. 1. Informational: The School District and the Union agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any teacher for benefits shall be governed by the terms of the insurance policies contracted by the School District and the insurance carriers pursuant to this Article. The School District's only obligation is to contract for insurance policies and contribute such amounts as established by this Article.

Subd. 2. New Teachers: The School District shall provide newly employed preschool teachers with written information describing the insurance plans and enrollment procedures.

Section 9. Duration of Insurance Contribution: Preschool teachers are eligible for School District contributions as provided in this Article as long as they are employed by the School District.

Subd. 1. Completion of Year: Preschool teachers separating from employment at the completion of the school year shall receive contributions for coverage through the month of August.

Subd. 2. Prior to Completion of Year: Preschool teachers separating from employment prior to the completion of the school year or who are on an unpaid leave of absence of more than 30 days will be entitled to group insurance on a pro-rata basis. For the purpose of this provision, preschool teachers on a leave of absence pursuant to the federal Family and Medical Leave Act of up to 12 weeks shall be considered as time worked.

Section 10. Part-time Participation: Part-time preschool teachers, as defined by Article 1, Section 3, Subd. 6, may individually elect to participate in the group insurance programs established by this Article, and shall receive prorated School District contributions toward the individual health, hospitalization, and major medical premium.

Article XII
Paid Absence Leave

Section 1. General Rules for Preschool Teacher Absences

Subd. 1. Paid Absence Leave: Full-time Preschool teachers shall be credited with fifteen (15) days of paid absence leave on September 1 of each school year and each September 1 thereafter. Part-time Preschool teachers shall be compensated on a prorated basis.

Subd. 2. Reimbursement: Preschool teachers who terminate employment prior to the completion of a school year and who have exhausted their paid absence leave shall reimburse the School District for paid absence leave used in excess of the prorated portion of leave earned based upon the number of duty days worked to the total duty days in the school year.

Subd. 3. Maximum Accumulation: Unused paid absence leave shall accumulate to an unlimited amount.

Subd. 4. Compensation During Paid Absence: Preschool teachers who have received approval from their Early Childhood Program Supervisor for a paid absence shall be compensated at their daily salary schedule rate of pay for each preschool teacher's basic day of absence.

- A. Paid absence leave compensation shall not exceed the preschool teacher's daily salary schedule rate of pay.
- B. Paid absence leave compensation shall cease when a preschool teacher's paid absence leave accumulation is exhausted.

Subd. 5. Separation of Employment: Upon termination of employment, accumulated paid absence leave shall be waived (excluding the severance provisions of Article XV).

Subd. 6. Eligibility of Part-time and Long-term Substitute Preschool Teachers: Part-time and long-term substitute preschool teachers, as defined by Article I, Section 3, Subds. 6 and 7, shall be eligible for paid absence leave benefits on a prorated basis. Full-time preschool teachers who accept part-time teaching positions shall have the right to use paid absence leave earned as a full-time preschool teacher.

Subd. 7. Approval of Paid Absence Leave: Paid Absence Leave shall be approved in a manner designated by the District.

- A. Approval of requested paid absence is in all cases subject to the approval of the Superintendent or designee.
- B. Additional days of paid absence leave are available for unusual circumstances subject to the approval of the Superintendent.

Section 2. Absences that Do Not Require Prior Approval and are Deducted from Paid Absence Leave:

Subd. 1. Absences Because of Illness, Injury, or Temporary Disability to the Preschool Teacher: Preschool teachers who are or will be unable to perform their duties and responsibilities because of personal illness, injury or temporary disability shall notify the appropriate administrator as soon as possible.

- A. Prior to the final approval of a paid absence the Superintendent may require an employee to furnish medical evidence from the attending physician or a School District appointed physician verifying that such illness was due to injury, or temporary disability. When the School Board appoints a physician, the School District shall pay the costs.
- B. Any preschool teacher is eligible to participate in the incentive plan outlined below, for using 2 or fewer personal sick leave days (Section 2, Subd 1 of this Article only) per school year. Preschool Teachers must have a 403(b) plan or establish one to participate in this incentive plan. Payment for unused personal sick leave shall be placed annually in the preschool teacher's 403(b) plan, with employee approval. Eligibility for the incentives will be based on usage of personal sick leave each year, with payment to the member's 403(b) plan made on or before August 15th.

Personal Sick leave days used	403b Contribution	Days Deducted from PAL
Zero sick days used	\$300	3
1 sick day used	\$200	2
2 sick days used	\$100	1

Subd. 2. Absences Because of Illness or Injury in a Preschool Teacher's Family/Household Member:

Pursuant to Minn. Stat. 181.9413, a preschool teacher may use paid absence leave for absences due to an illness or injury to the preschool teacher's child, for such reasonable periods as the preschool teacher's attendance with the child may be necessary, on the same terms that a preschool teacher is able to use paid absence leave for personal injury or illness. A preschool teacher may use paid absence leave for absences due to an illness or injury to the preschool teacher's spouse, for such reasonable periods as the preschool teacher's attendance with the spouse may be necessary, on the same terms that a preschool teacher is able to use paid absence leave for personal injury or illness. A preschool teacher may use up to a maximum of five (5) days of paid absence leave per school year for illness or injury to the preschool teacher's parent or parent-in-law. A preschool teacher may use up to a maximum of five (5) days of paid absence leave per school year for illness or injury to a member of the preschool teacher's household. The household shall be defined as any person making his/her domicile with the family.

- A. Prior to final approval of the paid absence, the Superintendent or designee shall have the right to require an employee to furnish medical evidence from the school health office or qualified physician, indicating such absence was due to a family illness or injury.
- B. In unusual circumstances the Superintendent or designee may grant additional time for absence due to illness or injury to the preschool teacher's parent.

Subd. 3. Absences Because of a Funeral for a Preschool Teacher's Family Member:

- A. In the event of a death of a preschool teacher's family member, the preschool teacher shall be granted paid absence leave.
- B. Approval of a request for paid absence leave due to a death and the duration of the paid absence is in all cases subject to the approval of the Human Resources Director.
- C. In unusual circumstances the Superintendent or designee may grant additional time. Unusual circumstances may include such things as travel or funeral arrangements.
- D. Paid absence due to a death shall be deducted from the preschool teacher's accumulated paid absence leave.

Subd. 4. Absences Because of an Injury to a Preschool Teacher While on Duty: Upon the request of a preschool teacher who is absent from duty as a result of a compensable injury as covered under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation benefits received by the preschool teacher, pursuant to the Workers' Compensation Act, and the preschool teacher's daily Salary Schedule rate of pay to the extent of the preschool teacher's accumulated paid absence leave.

- A. Such difference shall be paid by the School District to the preschool teacher only for the period of disability or until the preschool teacher's accumulated paid absence leave is exhausted.
- B. The deduction from the preschool teacher's accumulated paid absence leave shall be an amount necessary to equal the difference between the Workers' Compensation benefits and the preschool teacher's daily Salary Schedule rate of pay.

Subd. 5. Absences Because of Student Assault: In the event a preschool teacher is physically assaulted by a student while performing the preschool teacher's duties, the preschool teacher may use up to three (3) days of paid leave (doctor/dental or personal illness), not to be deducted from Paid Absence Leave (PAL), subject to the following conditions:

- A. The physical assault must cause the preschool teacher to be unable to perform the duties of the preschool teacher's position.
- B. For purposes of this subdivision, a "physical assault" is defined to mean the intentional application of physical force by a student on a preschool teacher that causes physical injury to the preschool teacher.
- C. The paid leave provided by this subdivision must be used within ten (10) work days of the occurrence of the physical assault.
- D. Student assaults resulting in the use of paid leave pursuant to this subdivision will be reported to the Superintendent or designee by the Human Resources Department.

Subd. 6. Absences Due to Emergency Closing:

A preschool teacher unable to attend work on an Emergency Closing Day may use "PAL Emergency Closing Day/Hours" via the online attendance system.

Section 3. Preschool Teacher Absences That Require Prior Approval and are Deducted From Paid Absence Leave:

Subd. 1. Prior Notification: Requests for Leaves in the this section shall be made in writing at least seven (7) calendar days in advance, except in the event of an emergency.

Subd. 2. Absences Because of Personal Business: In the event it is necessary for a preschool teacher to be absent from duty to conduct personal business which cannot be attended to outside of the preschool teacher's basic day, said preschool teacher may be granted personal business leave. Preschool Teachers with continuing contract may be granted up to four (4) days per school year for Personal Business. Preschool Teachers without continuing contract may be granted two (2) days per school year for Personal Business. Preschool Teachers may accumulate up to eight (8) Personal Business Days. Only five (5) Personal Business Days can be used consecutively. Employees have the option to cash in up to three (3) Personal Days at \$210, or \$225 TSA contribution per year. Employees also have the option to convert their Personal Leave into sick days. Requests for one (1) additional day of Personal Business leave due to extraordinary and unusual circumstances, above and beyond those specified in this article, may be granted with the approval of the Director of Human Resources. Requests for additional personal business leave for observance of religious holidays shall be approved. No more than 5 percent of the faculty at any building shall use this leave on any one day.

Subd. 3. Absences Because of Professional Visitation: Preschool teachers may request to be absent one (1) duty day per school year for a professional visitation.

Subd. 4. Absence Because of Child's School Conference and Activities Leave: Pursuant to Minn. Stat. 181.9412, preschool teachers shall be granted up to sixteen (16) hours of paid absence leave per year to attend school conferences or classroom activities related to the preschool teacher's child, provided the conferences or classroom activities cannot be scheduled during non-work hours.

Subd. 5. Absence Because of Adoption/Foster Placement of a Child:

- A. Full time, benefit eligible, and part-time employees with accrued paid absence leave will be granted up to 6 weeks leave for adoption of a child. The period of time shall, at the direction of the adoptive parent, begin before or at the time of, the child's placement in the adoptive parent's home, for the purpose of arranging for placement or caring for the child after placement. Additional days may be requested on a case by case basis, subject to the approval of the Director of Human Resources. Approved paid absences for the purposes of adoption shall be deducted from the employee's paid absence leave.
- B. Employees shall be granted up to ten (10) paid absence leave per school year for the placement of a foster child. Additional days may be requested on a case by case basis, subject to the approval of the Director of Human Resources. Approved paid absences for the purposes of foster placement shall be deducted from the employee's paid absence leave.

Subd. 6. Parenting Leave: Preschool teachers shall be granted up to five (5) days of paid absence leave per school year for the birth of a child. Said leave shall not be in addition to disability leave associated with the birth of a child.

Section 4. Preschool teacher Absences That Require Prior Approval and Are Not Deducted From Paid Absence Leave:

Subd. 1. Prior Notification: Requests for leaves in this section shall be made in writing at least seven (7) calendar days in advance, except in the event of an emergency.

Subd. 2. Absences Because of Jury Duty: Any preschool teacher who is called to serve jury duty for a municipal, county, state or federal court shall be provided with full pay for each day of required jury duty service. The preschool teacher shall, by payroll deduction, reimburse the School District for any per diem paid to the juror by the court for jury duty service, except that the preschool teacher shall retain any mileage and meal allowances paid by the court.

Subd. 3. Witness Obligation: Any preschool teacher summoned or subpoenaed by any court to provide testimony during the regular work day in any case in which the preschool teacher is not a principal party to the action shall be provided leave with no loss of pay for the time which the preschool teacher is required to be absent. The preschool teacher shall, by payroll deduction, reimburse the School district for any witness fees received, except that the preschool teacher may retain any mileage or meal expense reimbursement or any witness fees in excess of the preschool teacher's daily rate of pay.

Article XIII
Leaves of Absence

Section 1. Military Leave of Absence:

Subd. 1. Unpaid Leave: A preschool teacher who is drafted or enlists in the military services shall be granted an unpaid Military Leave of Absence in accordance with Minnesota Statutes.

Subd. 2. Paid Leave: A preschool teacher who is a member of an active military reserve unit shall be granted a paid Military Leave of Absence, not to exceed fifteen (15) duty days per calendar year, in accordance with Minnesota Statutes.

Section 2. Unpaid Leave of Absence:

Subd. 1. Unpaid Leave: A preschool teacher who is in the employ of the School District may request a long-term or short-term Unpaid Leave of Absence.

Subd. 2. Reasons: The School District may grant, at its discretion, an Unpaid Leave of Absence for reasons such as adoption, child-rearing, temporary disability, personal illness or injury, family emergencies, to fulfill the obligations of a full-time elected or appointed position with the Union.

Subd. 3. Procedure - Long Term: A request for a long-term Unpaid Leave of Absence shall be in writing submitted by March 15 for a leave to begin the following school year, and if granted by the School District, shall be for a period not to exceed two (2) full school years for preschool teachers with less than 10 years of seniority, and not to exceed five (5) years for preschool teachers with ten or more years of seniority. Under extenuating circumstances, the School District in consultation with the Union may waive the deadline for Unpaid Leave requests or extensions.

- A. The specific duration of an approved long-term Unpaid Leave of Absence shall be established by the School District. All approved long-term Unpaid Leaves of Absence shall end on either the calendar day before the fall workshop or the calendar day before the beginning of the second semester of a school year.
- B. Preschool teachers on approved long-term Unpaid Leaves of Absence of 12 months or more in duration shall deliver in person or by certified mail written notice to the Superintendent of their intention to return to duty at least by February 15 or 165 calendar days prior to the expiration of their leave. Failure to give such notice shall be considered a resignation on the part of the preschool teacher.
- C. A request for an extension of a long-term Unpaid Leave of Absence shall be in writing and submitted by February 15 prior to the school year that the extension would be effective.
- D. Preschool teachers returning to duty at the expiration of their leave shall return to their original preschool teaching position when the leave is of twelve (12) months duration or shorter. When the leave is for a period of time longer than twelve (12) months duration, the preschool teacher shall be assigned to an alternate position.
- E. A preschool teacher shall earn a maximum of two years seniority while on Unpaid Leave(s) from the School District.

Subd. 4. Procedure - Short Term: A request for a short-term Unpaid Leave of Absence shall be in writing and, if granted by the School District, shall be for a period not to exceed eighty (80) calendar days.

- A. A specific duration of an approved short-term Unpaid Leave of Absence shall be established by the School District.
- B. Preschool teachers on an approved short-term Unpaid Leave of Absence shall return to duty at the expiration of their leave. Failure of a preschool teacher to return to duty at the expiration of their leave shall be considered a resignation on the part of the preschool teacher.
- C. Preschool teachers who return to duty at the expiration of their leave shall return to their previous position.

Subd. 5. Failure to Provide Notice: Preschool teachers failing to give written notice as required by Section 2, Subd. 3, B, of this Article or who fail to report for work on the first duty day following expiration of their Unpaid Leave of Absence shall be considered to have resigned.

Subd. 6. Effective Date: The provisions of this Section shall become effective as of the date of School Board approval of this Agreement.

Article XIV Grievance Procedure

Section 1. Grievance Definition: A "grievance" shall mean a written allegation by a preschool teacher resulting from a dispute or disagreement between the preschool teacher and the School District as to the interpretation or application of this Agreement. In the event that two (2) or more preschool teachers file a "grievance" concerning the same subject, the grievances shall be combined and processed as a single grievance in accordance with the provisions of this Article. The disposition of such a "grievance" shall be applicable to all preschool teachers who are similarly affected.

Section 2. Representative:

Subd. 1. The School District may be represented during any step of the grievance procedure by any person or agency so designated.

Subd. 2. The preschool teacher shall be represented by the Union, or its designated representatives, at Levels I and II of the grievance procedure.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: The time limits specified in this Agreement may be extended by mutual agreement of the School District and the Union.

Subd. 2. Days: A reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by this procedure, the date of the act, event, or default shall not be included. The last calendar day of the period shall be counted unless it is a legal holiday, in which event the time period shall continue to run until the end of the next calendar day that is not a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time limitation and Waiver:

Subd. 1. Grievances shall not be valid for consideration unless the grievance is submitted in writing on the Union's Grievance Form to the School District's designee, setting forth the facts of the grievance, the specific provisions of the Agreement allegedly violated, and the particular relief sought, within 20 days from the date giving rise to the grievance. Failure to file a grievance within such time period shall be deemed a waiver of the grievance.

Subd. 2. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance.

Subd. 3. Failure of the School District or its designated representative to respond to the grievance within the time limits hereinafter provided shall be considered a denial and immediately appealable to the next step.

Section 5. Adjustment of Grievances: The School District and the preschool teacher shall attempt to adjust all grievances that may arise during the course of employment of a preschool teacher in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussion with the preschool teacher's Building Principal, the Principal shall prepare a written decision on the grievance within 5 days after receipt of the written grievance. A copy of the decision shall be sent to the preschool teacher and the Union.

Subd. 2. Level II: In the event the grievance is not resolved at Level I, the resulting decision may be appealed by the Union to the Superintendent or designee, provided, such appeal is made in writing within 5 days after receipt of the decision at Level I. If a grievance is properly appealed, the Superintendent or designee shall set a time to hear the grievance within 7 days, and within 5 days after the hearing, the Superintendent or designee shall issue a decision in writing to the Union.

Subd. 3. Level III: In the event the preschool teacher and the Superintendent or designee are unable to resolve a grievance, the grievance may be submitted to binding arbitration.

Section 6. School Board Review: The School Board reserved the right to review any decision issued at Level I or Level II of this procedure, provided, the School Board or its representative notifies the Union of its intention to review the decision within 10 days after the decision has been issued. In the event the School Board reviews the decision under the provisions of this Section, the School Board reserves the right to reverse or modify such decision.

Section 7. Arbitration Procedures: A request for arbitration must be filed in writing, and signed by the Union. Such request must be submitted within ten (10) days following the decision at Level III of the grievance procedure.

Subd. 1. Selection of Arbitrator: The arbitration request shall be referred to an arbitrator chosen from a panel of five (5) permanent neutral members previously mutually selected by the Union and the School District.

Subd. 2. Hearing: The Arbitrator shall hear the grievance and both parties may be represented by such person or persons as they may choose and designate. Unless the parties stipulate the issue, each party will submit a written statement of the issue at the outset of the arbitration hearing. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue(s) before the Arbitrator. The proceeding before the Arbitrator shall be a hearing denovo.

Subd. 3. Decision: The decision of the Arbitrator shall be issued within 15 days after the close of the hearing. Decision, in cases properly before the Arbitrator, shall be final and binding upon the parties, subject to the limitations of arbitration decisions as provided by the PELRA.

Subd. 4. Expenses: Each party shall bear its own expenses in connection with the arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The party requesting the transcript shall bear all expenses for said transcript. The fees and expenses for the neutral arbitrator's services shall be borne equally by the Union and the District and each party will be responsible for compensating its own representative and witnesses.

Subd. 5. Jurisdiction: The Arbitrator shall have jurisdiction over grievances properly before the Arbitrator pursuant to the terms of the procedure. The jurisdiction of the Arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall the Arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitration extend to matters of inherent managerial policy which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and discretion and number of personnel. In considering any issue in dispute, the Arbitrator shall give due consideration to the statutory rights and obligation of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 6. Election of Remedies and Waiver: This subdivision shall not be effective in any situation in which its application would be considered unlawful retaliation or reprisal. A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a procedure as outlined here, the preschool teacher shall waive the right to initiate a grievance pursuant to this Article or, if a grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

Article XV

Preschool Teacher Severance Plans/TSA

Section 1: Eligibility:

Subd. 1. Full-time preschool teachers, as defined in Article 1, Section 3, Subd. 5, who have completed at least 15 years of service, the last 5 years of which have been continuous with the School District and whose age and years of service with the District add up to 70, shall be eligible for a severance payment, pursuant to the provisions of this Article. This Severance Plan shall not apply to any preschool teacher who has been discharged for cause by the District.

Subd. 2. Leaves of Absence: Time spent on approved leaves of absence, as provided in Article XIII, Section 1, or unpaid leaves for maternity related purposes, and Extended Leaves of Absence shall be included in the calculation of years of continuous service.

Subd. 3. Determination of Age: For purposes of this Article, the school year shall be defined as beginning on July 1 of one year and ending on June 30 of the year following.

Subd. 4. The following terms and conditions will apply to preschool teacher retirements during the 2020-21 school year for preschool teachers who qualify for the Severance plan.

- A. Retirements will be accepted, effective either; a) at the end of the day on a semester or trimester break, or b) at the end of the day on the last duty day of the school year;
- B. Preschool Teachers intending to retire during the school year, in accordance with this Article, Section 1, Subdivision 4.A, must submit written notice of intent to retire at least 45 days prior to the requested date of retirement, and;
- C. Preschool teachers intending to retire effective the end of the day on the last duty day of the school year, must submit notice in accordance with this Article, Section 3.

Section 2. Insurance: The following criteria regarding insurance participation applies preschool teachers who terminate their employment prior to qualification for Medicare, shall be eligible to participate in the group health and hospitalization plan established by Article XI, Section 2 of the Preschool Teachers' Master Agreement.

Subd. 1. Such preschool teachers shall pay the full monthly premiums of such insurance plans in which they are to participate.

Subd. 2. Said preschool teacher's eligibility for participation in the group health and hospitalization plans as defined in this Article shall cease upon qualification for Medicare.

Section 3. Application and reimbursement: To be eligible for the benefits of this Article a preschool teacher must submit a written request for severance pay and the employee's written notice of intention to resign prior to February 15 of the school year at the end of which severance will take place. Actual written resignation must be received no later than March 15 and be accepted by the School Board.

Section 4. Part-time Teaching Option: The School District, at its sole discretion, may grant a part-time teaching option to a preschool teacher in accordance with 1979 Session Laws of the State of Minnesota.

Tax-Sheltered Annuity Matching Program

Section 1. Match Option for Preschool Teachers: The District will match each preschool teacher eligible for this plan up to one thousand dollars (\$1000.00) annually in their first (1st) through 10th years of service; up to one thousand five hundred dollars (\$1,500.00) annually in their 11th through 17th years of service; and up to two thousand five hundred (\$2,500) in their 18th year of service and beyond. If any employee defers an annual amount that is less than the amount the district would match will then match the employee's lower amount. If an employee fails to defer any money on an annual basis, the district will not contribute any compensation to the employee's 403b fund that year. The employee may defer additional amounts of their compensation to the 403b Deferred Compensation Plan or in any other TSAs of their choosing as permissible by law.

Severance Plan

Section 1. Eligibility: Preschool Teachers hired before July 1, 2020 are eligible for the severance plan.

Section 2. Payment: Upon retirement, a preschool teacher hired before July 1, 2020, a severance allowance of twenty two thousand five hundred dollars (\$22,500.00), minus the District's TSA match contributions, up to \$22,500, in two equal payments on or about June 30 and on or about January 15 of the year of retirement. The District will contribute an amount equal to the value of the retiring preschool teacher's severance payments directly into the retiree's 403B account, with this account being wholly and solely funded by this payment. The retiree will not receive any direct payment from the District for severance pay. The District's annual contribution into the retiree's 403B account must not exceed the IRS annual contribution limit. The District will only make contributions to accounts with investment vendors that have current hold harmless agreements on file with the District. For purposes of calculating the maximum deferral limit, the District will provide the retiree with contribution information for the previous twelve (12) months. The employee will then submit the calculation of maximum deferral from the vendor.

Subd. 1. Deductions: Deductions shall be made from the severance payment(s) only as required by law.

Subd. 2. Beneficiary: If the preschool teacher dies after the effective date of retirement but before the total severance payment has been received, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.

Article XVI **Public Obligation**

Section 1. No Strike: The exclusive representative agrees that at no time prior to July 1, 2020 will either the exclusive representative or any person acting on its behalf, or any individual employee, engage in any strike, including sympathy strikes or unfair labor practice as defined by the PELRA.

Section 2. No Lockout: In consideration hereof, the School District agrees that it will not engage in any lock out of members of the bargaining unit during the period covered by the no strike agreement.

Section 3. Procedure: The parties agree that procedures affecting this Article are provided by the PELRA and, therefore, shall not be subject to the grievance or arbitration procedure.

Article XVII **Discipline**

Section 1. Discipline: The following disciplinary actions may be imposed by the District for just cause.

1. oral reprimand;
2. written reprimand;
3. withholding of increment;
4. suspension without pay; and
5. dismissal

Section 2. Disciplinary Meeting: Normally, disciplinary action taken pursuant to this Article shall be administered at a meeting called for such purpose. The preschool teacher shall receive written or oral notice of the meeting and except in the case of an oral reprimand, shall be entitled to Union representation. When warranted, disciplinary action may be taken immediately by the School District.

Section 3. Notice: Except in the case of an oral reprimand, the affected preschool teacher and the Union shall be provided a written copy of the disciplinary action imposed. The preschool teacher may elect in writing not to have notice of such disciplinary action provided to the Union.

Section 4. Grievance Procedure: Except as otherwise provided in this Article or by statute, a disciplinary action taken pursuant to this Article may be appealed through the grievance procedure as set forth in Article XIV of this Agreement. Oral reprimand shall not be subject to the grievance procedure. Written reprimands, under normal circumstances, shall be presented to a teacher in person at a meeting called for this purpose. The preschool teacher shall be requested to sign a copy of the reprimand with the understanding that the preschool teacher has read the reprimand, but not that the preschool teacher necessarily agrees with its content or accuracy. If the preschool teacher refuses to sign the reprimand, it may be placed in the preschool teacher's personnel file by the School District with a notation indicating the date the meeting was held to review the reprimand and the fact that the preschool teacher refused to sign the copy placed in the file. The preschool teacher shall be afforded up to fourteen (14) calendar days to respond in writing to the reprimand and the preschool teacher's response shall be attached to the file copy of the reprimand.

Article XVIII **Seniority and Lay-off**

Section 1. Seniority and Layoff: Preschool teachers shall be listed on a separate seniority list from other teachers within the School District based on date of hire. Preschool teachers shall have seniority rights only in the Preschool program. K-12 teachers and other teachers within the District may not bump or displace Preschool teachers or vice versa. Preschool teachers are not subject to the rights as set forth in Minnesota Statute 122A.40. Layoff of Preschool teachers shall be in reverse order of seniority.

Subd. 1. Seniority List: The school district will provide a copy of the seniority list via email to the Union and will provide emails of the seniority list to preschool teachers before November 15 of each school year. Staff will have 10 days to challenge the list by filing a grievance. If a grievance has not been filed within 10 duty days from the date of the posting, the posted list will be conclusively deemed to be correct.

Subd. 2. Seniority Determination: Seniority Dates After July 1, 1974 and Before January 1, 2006: Teachers starting service after July 1, 1974 and before January 1, 2006, shall acquire a seniority date in accordance with the following:

- A. In order of a teacher's starting date of service as a teacher.
- B. In order of a teacher's educational lane placement as of his/her starting date of service as a teacher (highest educational lane shall be listed first).
- C. In order of the date a teacher signed his/her initial individual continuing contract (earliest date of signing shall be listed first).
- D. In order of a teacher's license file folder number (lowest number shall be listed first).

Seniority Dates After January 1, 2006: Teachers starting service after January 1, 2006, shall acquire a seniority date in accordance with the following:

- A. In order of a teacher's starting date of service as a teacher.
- B. In order of the date a teacher signed his/her initial individual continuing contract (earliest date of signing shall be listed first).
- C. In order of a teacher's educational lane placement as of his/her starting date of service as a teacher (highest educational lane shall be listed first).
- D. In order of a teacher's license file folder number (lowest number shall be listed first).

Subd. 3. Reduction in FTE: Preschool teachers will have reclaiming rights related to their seniority and their FTE but not to a specific school site.

Section 2. Recall: Preschool teachers on layoff shall have rights to recall for two (2) years should a position become available during that time frame. As positions become available, the School District must notify individuals by certified mail of any job openings. Individuals on layoff may reject any job that has fewer hours than those held at the time of layoff. However, any preschool teacher that rejects a job offer equal to or greater than their previous position loses the right to further recall. Preschool teachers shall notify the Superintendent or designee by certified mail of their acceptance or rejection of a position within seven (7) calendar days of receipt of a recall notice. Preschool teachers on layoff have the personal responsibility to keep the School District informed of their current mailing address.

Article XIX
Duration

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2020 unless provided otherwise herein, through June 30, 2021. If either party desires to modify or terminate this Agreement commencing on July 1, 2020 it shall give written notice of such intent no later than April 1, 2021.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the Union as the exclusive representative of the preschool teachers. The provisions herein relating to terms and conditions of employment supersede any and all prior contracts, resolutions, practices, School District policies, rules or regulations concerning the terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current Agreement, whether or not referred to in this Agreement shall not be open for negotiations during the term of this Agreement, provided, the School District and the Union may mutually agree to amend the Agreement during its term.

Section 4. Individual Contracts:

Subd. 1. Initial Employment: Each Preschool Teacher shall receive a written contract, signed by the preschool teacher and the chairman and the clerk of the School Board. This Agreement shall be subject to and consistent with the provisions of this Master Agreement and shall be continuing.

Subd. 2. Additional Assignments:

Additional assignments shall be made by written contract and consistent with this Master Agreement.

Subd. 3. Subsequent Employment: After initial employment, the School District shall give written notification to each preschool teacher in the bargaining unit of the preschool teacher's assignment and salary for the forthcoming school year. Such notification shall be given to the teacher no later than October 1. In the event it is a bargaining year and no agreement has been reached, the School District shall reissue notices of assignment with the new salary amounts within 30 days of ratification of the new Master Agreement by both the Union and the School District.

Section 5. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

END OF MASTER AGREEMENT

Salary Schedules 2020-2021

Preschool teachers hired before 7/1/2020

STEP	BA00	BA15	BA30	BA45	BA60	MA00	MA15	MA30	MA45
A	40,985	42,556	43,951	45,399	47,469	47,469	48,939	50,429	51,748
B	42,506	44,277	45,784	47,292	49,538	49,538	51,176	52,671	54,039
C	44,038	46,212	47,776	49,362	51,602	51,602	53,321	54,882	56,426
D	45,717	47,824	49,562	51,164	53,718	53,718	55,488	57,085	58,782
E	47,411	49,610	51,361	53,116	55,954	55,954	57,840	59,508	61,189
F	49,127	51,426	53,258	55,137	58,241	58,241	60,197	61,912	63,248
G	50,844	53,243	55,157	57,171	61,030	61,030	63,119	64,914	66,828
H	53,056	55,555	57,898	60,070	66,948	66,948	69,076	71,139	73,376
I	57,822	60,431	62,876	65,140	72,325	72,325	74,543	76,712	79,033
J	57,822	60,431	62,876	65,140	72,325	72,325	74,543	76,712	79,033
K	57,822	60,431	62,876	65,140	72,325	72,325	74,543	76,712	79,033
L	61,116	63,722	66,169	68,431	75,604	75,604	77,823	79,977	82,308
M	61,116	63,722	66,169	68,431	75,604	75,604	77,823	79,977	82,308
N	61,116	63,722	66,169	68,431	75,604	75,604	77,823	79,977	82,308
O	63,786	66,392	68,837	71,103	78,274	78,274	80,494	82,645	84,978
P	63,786	66,392	68,837	71,103	78,274	78,274	80,494	82,645	84,978
Q	63,786	66,392	68,837	71,103	78,274	78,274	80,494	82,645	84,978
R	67,330	69,935	72,381	74,646	81,817	81,817	84,036	86,189	88,521

Preschool Teachers Hired after 6/1/2020

STEP	BA00	BA15	BA30	BA45	BA60	MA00	MA45
A	\$36,886	\$38,300	\$39,555	\$40,859	\$42,723	\$42,723	\$44,645
B	\$38,225	\$39,849	\$41,206	\$42,563	\$44,584	\$44,584	\$46,590
C	\$39,634	\$41,591	\$42,998	\$44,426	\$46,442	\$46,442	\$48,531
D	\$41,145	\$43,041	\$44,605	\$46,048	\$48,346	\$48,346	\$50,522
E	\$42,670	\$44,649	\$46,225	\$47,804	\$50,358	\$50,358	\$52,625
F	\$44,215	\$46,283	\$47,932	\$49,624	\$52,417	\$52,417	\$54,775
G	\$45,759	\$47,919	\$49,641	\$51,454	\$54,927	\$54,927	\$57,398
H	\$47,750	\$49,999	\$52,108	\$54,063	\$60,253	\$60,253	\$62,965
I		\$54,388	\$56,558	\$58,626	\$65,092	\$65,092	\$68,021
J			\$59,552	\$61,588	\$68,044	\$68,044	\$71,106
K				\$63,933	\$70,447	\$70,447	\$73,617
L					\$73,635	\$73,635	\$76,949

IN WITNESS WHEREOF, the parties have executed this Contract as follows

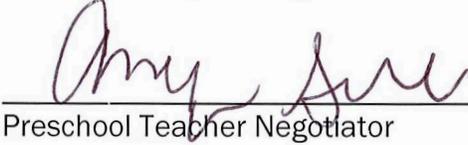
FOR:

United Teachers of South Washington


Preschool Teacher Negotiator


Preschool Teacher Negotiator

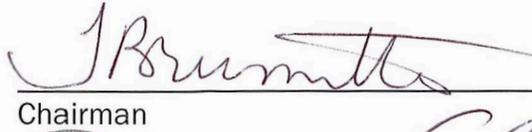

Preschool Teacher Negotiator

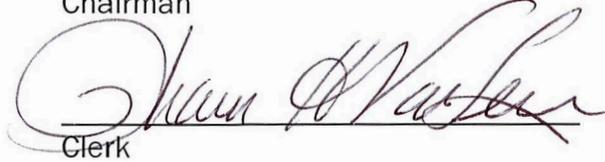

Preschool Teacher Negotiator

Preschool Teacher Negotiator

FOR:

South Washington County Schools-
Independent School District 833


Chairman


Clerk


Director of Human Resources

Dated this 07 day of April, 2021

Attachment I
Insurances

https://www.sowashco.org/departments/human_resources/benefits

To view current year medical plan comparisons, please click on the link above.

Go to Forms & Resources to select medical plan comparison

Memorandum of Agreement
Non-Student Contact Days Defined

It is hereby agreed between the South Washington County Schools, District 833 (hereafter "District") and the United Preschool Teachers of South Washington County (hereafter "Union" as follows:

1. **Professional Development Days (PD)**: are district or school planned time. These days may include training, meetings, or district-wide events. At the beginning of the school year, a full-time teacher will have a minimum of 11.5 hours of the 22.5 hours scheduled as PD days will be teacher directed for room preparations, lesson preparation, parent meet and greets or other site expectations. Part-time preschool teachers will receive ½ of their weekly hours for this purpose.
2. **Pre-K Assessment/Workdays**: These days will be planned prior to the 3 checkpoint finalization dates for State approved early childhood assessment purposes. A minimum of 2.5 hours will be provided prior to each checkpoint date. Additional work time in early childhood beyond the checkpoint finalization dates will be planned alternate of the ECFE teacher meeting calendar and based on program need/funding.

This memorandum agreement shall expire June 30, 2021

INDEX

Absences, Teacher 8, 9, 11
Additional Assignments 17
Arbitration..... 13
Contracts, Individual..... See Individual Contracts
Discipline..... 15
Dues
 Check Off 2
Emergency Closing 4
Employment, Terms and Condition of 1
Grievance Procedure 12
Homebound Teachers 5
Hours
 Additional Activities 4
 Building 3
 Prep and Student Contact - ELEM..... 4
 Teacher's Basic Day 3
Individual Contracts..... 17
Insurance
 Dental..... 8
 Life Insurance 8
 Long Term Disability..... 8
 Medical 7
 Part Time Teacher 8
 Summary of Coverage..... 20
Leave of Absence
 Military 11
 Returning from Leave 12
 Unpaid..... 11
Managerial Rights and Responsibilities..... 1
Meet and Confer 2
Mileage..... 6, 11

Paid Absence Leave
 Bereavement/Funeral..... 10
 Child School/Activity 11
 Family Illness/Injury 9
 Jury Duty..... 11
 Long Term Substitutes 9
 Part Time Teachers 9
 Personal Business..... 10
 Professional Visitation..... 10
 Teacher Disability 9
 Teacher Illness..... 9
 Teacher Injury 9
 Witness Obligation..... 11
Payroll Deductions..... 8, 11
Personnel Files..... 2
Retiree Insurance
 Teacher Severance - Insurance..... 14
Retirement See Teacher Severance
Salary
 Education Lane Advancement..... 6
 Experience Increment 6
 Initial Placement..... 5
 Pay Days..... 5
 Step and Lane 5
School Days..... 4
Teacher Duty Days..... 4
Teacher Rights 2
Teacher Severance
 Eligibility 14
 Insurance 14
 Severance Plan II..... 15
 Written Request..... 14
Union Business 3