



UTSWC 2021-2023 Tentative Agreement with District 833

Memorandum of Agreement renewals with no significant changes

Teachers on Special Assignment (TOSA)

Classroom Teachers on Special Assignment (CTOSA)

Middle School Homeroom/Advisory

High School Homeroom/Advisory

Certificate of Clinical Competence

Labor Management Committee

Medical Emergency Pool

ACCESS/Homebound/Credit Recovery

Non-Student Contact Days Defined

Unrequested Leave of Absence

Memorandum of Agreement renewals with changes

One-time Payment

New Memorandum of Agreements

On-Line Learning Academy

Preschool Teachers joining the MEP

Removed Memorandum of Agreements

Reading Recovery

Contract Articles with significant changes

Throughout entire contract – hourly rate increased from \$28 to \$30 in year two

Article VI – salary schedule – steps and lanes both years

Steps/Lanes plus 1.5% (July 2021 – with retro pay) \$800 one-time payment

Steps/Lanes plus 2.0% (July 2022)

Article VI – removal of Section 9 – Vocational License

Article VII – insurance

1/1/2022 = Single high deductible paid fully, 10% increase to other single plans

1/1/2022 = 5% increase in District contribution to family plans

1/1/2023 = 2% increase in District contribution to all plans (bid year)

No change to VEBA contributions

Schedule C

Assistant Cross Country Coach added – 20 base points

Summer and Fall Marching Band added – Director 15 base points, Assistant Directors 10 base points

Article IX – Additional language added to Emergency Closing language

Article X – Parenting leave increased from 5 days to 10 days

Article X – Addition of language regarding unused PAL days

Article XIX – ECFE/SRP – mostly language clarification

Housekeeping

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Changing dates, statutes, language clarification, etc

MEMORANDUM OF AGREEMENT

One-time Payment

It is hereby agreed between South Washington County Schools, District 833 and the United Teachers of South Washington County that each bargaining unit member shall receive a one-time payment of \$800 in the 2021-2022 school year.

MEMORANDUM OF AGREEMENT

SoWashCo On-line Virtual Academy

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

During the 2021-2022 school year, both parties agree to develop a MOA regarding teacher working conditions for SoWashCo On-line Virtual Academy. SoWashCo Online will be a virtual learning academy anticipated to begin with the start of the 2022-2023 school year.

This agreement shall expire on June 30, 2023.

MEMORANDUM OF AGREEMENT

Preschool Teachers of United Teachers of South Washington County allowed to join MEP

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

Teachers in the preschool bargaining unit are allowed to join the same Medical Emergency Pool (MEP) as the licensed teacher unit. The preschool teacher bargaining unit must follow the same criteria as outlined in the MEP contract language of the licensed bargaining unit.

This agreement shall expire on June 30, 2023.

Article VI, Salary Schedules – For those teachers hired before 7/1/2020

2021 -2022 (Steps/lanes plus 1.5% whole schedule beginning on 7/1/2021) and \$800 one-time payment

STEP	BA00	BA15	BA30	BA45	BA60	MA00	MA15	MA30	MA45
A	41,599	43,194	44,610	46,080	48,182	48,182	49,673	51,186	52,524
B	43,144	44,941	46,471	48,002	50,281	50,281	51,943	53,461	54,849
C	44,699	46,906	48,492	50,102	52,376	52,376	54,121	55,705	57,272
D	46,403	48,541	50,305	51,932	54,524	54,524	56,321	57,941	59,664
E	48,122	50,354	52,132	53,913	56,793	56,793	58,707	60,401	62,107
F	49,864	52,197	54,056	55,964	59,114	59,114	61,099	62,840	64,197
G	51,606	54,042	55,984	58,029	61,945	61,945	64,065	65,888	67,831
H	53,851	56,388	58,767	60,972	67,952	67,952	70,112	72,206	74,476
I	58,689	61,337	63,819	66,117	73,410	73,410	75,661	77,863	80,219
J	58,689	61,337	63,819	66,117	73,410	73,410	75,661	77,863	80,219
K	58,689	61,337	63,819	66,117	73,410	73,410	75,661	77,863	80,219
L	62,033	64,677	67,162	69,457	76,738	76,738	78,991	81,177	83,542
M	62,033	64,677	67,162	69,457	76,738	76,738	78,991	81,177	83,542
N	62,033	64,677	67,162	69,457	76,738	76,738	78,991	81,177	83,542
O	64,743	67,388	69,870	72,170	79,448	79,448	81,701	83,885	86,253
P	64,743	67,388	69,870	72,170	79,448	79,448	81,701	83,885	86,253
Q	64,743	67,388	69,870	72,170	79,448	79,448	81,701	83,885	86,253
R	68,340	70,984	73,467	75,766	83,044	83,044	85,297	87,482	89,849

2022 -2023 (Steps/lanes plus 2.0% whole schedule beginning on 7/1/2022)

STEP	BA00	BA15	BA30	BA45	BA60	MA00	MA15	MA30	MA45
A	42,431	44,058	45,502	47,002	49,145	49,145	50,666	52,209	53,574
B	44,007	45,839	47,401	48,962	51,286	51,286	52,982	54,531	55,946
C	45,593	47,844	49,462	51,104	53,423	53,423	55,203	56,820	58,417
D	47,331	49,512	51,311	52,970	55,614	55,614	57,447	59,100	60,857
E	49,085	51,361	53,174	54,991	57,929	57,929	59,882	61,609	63,349
F	50,862	53,241	55,138	57,084	60,297	60,297	62,321	64,097	65,480
G	52,638	55,123	57,104	59,189	63,184	63,184	65,347	67,206	69,187
H	54,928	57,516	59,942	62,191	69,311	69,311	71,514	73,650	75,966
I	59,863	62,564	65,096	67,440	74,878	74,878	77,174	79,420	81,823
J	59,863	62,564	65,096	67,440	74,878	74,878	77,174	79,420	81,823
K	59,863	62,564	65,096	67,440	74,878	74,878	77,174	79,420	81,823
L	63,273	65,971	68,505	70,847	78,273	78,273	80,571	82,800	85,213
M	63,273	65,971	68,505	70,847	78,273	78,273	80,571	82,800	85,213
N	63,273	65,971	68,505	70,847	78,273	78,273	80,571	82,800	85,213
O	66,038	68,735	71,267	73,613	81,037	81,037	83,335	85,562	87,978
P	66,038	68,735	71,267	73,613	81,037	81,037	83,335	85,562	87,978
Q	66,038	68,735	71,267	73,613	81,037	81,037	83,335	85,562	87,978
R	69,707	72,403	74,936	77,281	84,705	84,705	87,003	89,231	91,646

Stair Step Schedule for those teachers newly hired after 7/1/2020

2021 -2022 (Steps/lanes plus 1.5% whole schedule beginning on 7/1/2021) and \$800 one-time payment

STEP	BA00	BA15	BA30	BA45	BA60	MA00	MA15	MA30	MA45
A	41,599	43,194	44,610	46,080	48,182	48,182	49,673	51,186	52,524
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K		61,337	63,819	66,117	73,410	73,410	75,661	77,863	80,219
L		64,677	67,162	69,457	76,738	76,738	78,991	81,177	83,542
M			67,162	69,457	76,738	76,738	78,991	81,177	83,542
N			67,162	69,457	76,738	76,738	78,991	81,177	83,542
O			69,870	72,170	79,448	79,448	81,701	83,885	86,253
P				72,170	79,448	79,448	81,701	83,885	86,253
Q				72,170	79,448	79,448	81,701	83,885	86,253
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K		62,564	65,096	67,440	74,878	74,878	77,174	79,420	81,823
L		65,971	68,505	70,847	78,273	78,273	80,571	82,800	85,213
M			68,505	70,847	78,273	78,273	80,571	82,800	85,213
N			68,505	70,847	78,273	78,273	80,571	82,800	85,213
O			71,267	73,613	81,037	81,037	83,335	85,562	87,978
P				73,613	81,037	81,037	83,335	85,562	87,978
Q				73,613	81,037	81,037	83,335	85,562	87,978
R					84,705	84,705	87,003	89,231	91,646

Article VII, Group Health and Hospitalization Insurance

- January 1, 2022: Single high deductible plan paid fully. Increase of 10% on the dollar amount the district contributes monthly to other single plans.
- January 1, 2022: Increase of 5% on the dollar amount the district contributes monthly to family plans.
- January 1, 2023: Increase of 2% on the dollar amount the district contributes monthly to all plans.

	2021			2022		
	Monthly Cost	District Contribution	Employee Contribution	Monthly Cost	District Contribution	Employee Contribution
S high ded	596.13	583.21	12.92	655.74	655.74	0
F high ded	1597.64	1379.55	218.09	1757.40	1448.53	308.87
S \$15 Copay	691.65	564.23	127.42	760.82	620.65	140.17
F \$15 Copay	1853.63	1064.45	789.18	2038.99	1117.67	921.32
S \$25 Copay	676.50	568.77	107.73	744.15	625.65	118.50
F \$25 Copay	1813.05	1070.04	743.01	1994.36	1123.54	870.82

Article IX, Length of the School Year

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).

- a. Teacher shall be available to students through the district on-line phone system, email, learning management systems, or virtual platform for a maximum of four (4) hours. The remaining time shall be for preparation and a duty-free lunch.
- b. Synchronous teaching will not be required on the first day of an emergency closing. If an emergency closing extends into a second day, synchronous teaching may be required beginning on day two of the emergency closing and each additional day after that.
 - i. Teachers will follow the guidelines for synchronous teaching as outlined and approved by the Teaching and Learning Department. UTSWC member representatives will have input when drafting or revising the guidelines.
- c. Teachers may work from school or at a remote location at the teacher’s discretion.

Article X, Paid Absence Leave

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: Teachers shall be ~~granted up to five (5) days~~ able to use up to ten (10) 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.

Article X, Paid Absence Leave

Section 2; Subd 1.

B. Any teacher who has a PAL balance under **562.5 hours** is eligible to participate in the incentive plan outlined below, for using 2 or fewer personal sick leave days (Article X, Section 2, Subd 1 only) per school year. 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 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 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

C. Each school year, teachers who have a balance of 562.5 hours or more of Paid Absence Leave available, shall have the option to cash in up to 37.5 hours per school year that will be deducted from their PAL balance at the daily rate of Step A, Lane BA00 on the salary schedule or the pre-tax amount to a TSA contribution. Teachers eligible for Subd 1.; Paragraph C are not eligible to participate in the incentive plan outlined in Subd. 1; Paragraph B. A Teacher cannot utilize both the incentive plan and the investment option in a school year.

Article XIX

Early Childhood Family Education/School Readiness Teachers /~~Parent Educators~~

Section 1. Seniority and Layoff: Early Childhood Family Education (ECFE) / School Readiness Plus (SRP)-~~SR~~ /~~Parent Educator-PE~~ (Hereafter shall be referred to as ECFE/SR/PE) teachers shall be listed on a separate seniority list from other teachers within the School District based on date of hire. ECFE/SR/PE SRP teachers shall have seniority rights only in the ECFE/SR/PE SRP funded programs. K-12 teachers and other teachers within the District may not bump or displace ECFE/SR/PE SRP teachers or ~~vice~~ vice versa. ECFE/SR/PE SRP teachers are not subject to the rights as set forth in Minnesota Statute 122A.40. Layoff of ECFE/SR/PE SRP teachers shall be in inverse order of seniority.

Subd. 1. Seniority Date: ECFE/SR/PE SRP teachers hired prior to May 20, 2005 seniority date shall be as established at Arena bidding on May 20, 2005. ECFE/SR/PE SRP teachers hired after May 20, 2005 seniority shall be determined in accordance with Article XIII, Section 4, Subdivision 2.

Subd. 2. Seniority List: ~~The District will post the seniority list in accordance with Article XIII, Section 6. ECFE/SR/PE teachers may challenge the correctness of the ECFE/SR/PE Seniority List with regard to seniority and FTE (bidding and/or position hours combined).~~ The District will provide a copy of the ECFE/SRP teacher seniority list via email to the Union and will provide emails of the seniority list to ECFE/SRP teachers before November 15 of each school year. Staff

will have ten (10) days to challenge the list by filing a grievance. If a grievance has not been filed within ten (10) duty days from the date of posting, the posted list will be conclusively deemed correct. It is understood that changed class schedules (after bidding or November 15) that alter any teacher's FTE, will be provided in an updated seniority list to all members prior to arena bidding.

Section 2. Probation: The length of probation for ECFE/~~SR/PE~~ SRP teachers shall be ~~for~~ three (3) continuous years from date of initial hire. During such probationary period, an ECFE/~~SR/PE~~ SRP teacher may be terminated at the sole discretion of the ~~School~~ District.

Section 3. Continuing ECFE/~~SR/PE~~ SRP Teachers: ECFE/~~SR/PE~~ SRP teachers who successfully complete the probationary period shall hold continuing contract employment based on their seniority and license. Continuing contract teachers may only be terminated for just cause or layoff due to program reductions.

Section 4. Recall: Continuing contract ECFE/~~SR/PE~~SRP 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 or email 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 teacher that rejects a job offer equal to or greater than their previous position loses the right to further recall. ECFE/~~SR/PE~~SRP teachers shall notify the ~~Superintendent~~ Early Childhood Family Services Manager by certified mail or email of their acceptance or rejection of a position within seven (7) calendar days of receipt of a recall notice. Teachers on layoff have the personal responsibility to keep the ~~School~~ District informed of their current ~~mailing address~~; contact information.

Section 5. Salary: ECFE/~~SR/PE~~ SRP teachers shall be paid on a pro-rata basis from the regular teacher salary schedules (Salary Schedule A and Salary Schedule B) of this master agreement.

Subd. 1 Workshop: ECFE/~~SR/PE~~SRP teachers shall be compensated on a prorated basis (based on K-12 teachers extra duty days beyond student contact) for attendance at required workshops.

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

Section 6. Group Insurance: ECFE/~~SR/PE~~SRP teachers shall be eligible for ~~School~~ District group insurance premium contributions as provided in Article VII of this master agreement. Part time ECFE/~~SR/PE~~SRP 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 Article VII of this master agreement.

Section 7. Paid Absence Leave: Beginning July 1, 1990, ECFE/~~SR/PE~~SRP teachers shall accumulate paid absence leave (Article X), prorated based upon hours worked.

Section 8. Additional Duties:

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

Subd. 2 Additional Training Activities: ~~As of July 1, 2019,~~ ECFE/~~SR/PE~~SRP teachers who choose to ~~be part of additional activities coordinated by the ECFE/SR/PE SRP Supervisor~~ provide training beyond their FTE to teachers internally or colleagues externally as requested by the Early Childhood Family Services Manager shall be paid at the rate of \$28.00 per hour ~~for the additional activities.~~ Training that is not requested/approved by the Early Childhood Family Services Manager will not be allowed as a program expense.

Section 9. ~~Weather~~ Emergency Closing: See, Article IX, Section 3.

Section 10. 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 teacher to prepare for their teaching assignment. ECFE/~~SR/PE~~SRP 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. ECFE/~~SR/PE~~SRP 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). ECFE/~~PE~~SRP teachers shall have on site prep time in proportion to contact time in the same proportion as K-12 teachers.

Section 11. Teaching Assignments: The purpose of this section is to provide a smooth and efficient procedure for assignment of teachers for the next school year. The following language shall determine the placement of teachers for the next year's assignments:

Subd. 1. Eligibility: Mandatory and Voluntary Bidders shall participate in person or by proxy in this bidding process. ECFE/~~SR/PE~~SRP teachers who fail to participate in person or by proxy in the bidding process shall lose their right to employment in the next school year. SRP teachers who do not have a change in their teaching assignment do not need to participate in the arena.

Subd. 2. ECFE/~~SR/PE~~SRP Arena Posting and ~~Time Lines~~ Timelines: The ~~School~~ District shall, during the month of May each year, provide a list of class offerings to be taught the next school year including

the day, time, and location when possible. The ~~School~~ District shall also establish an "ECFE/~~SR/PE~~SRP Arena" and set the date and location where all eligible ECFE/~~SR/PE~~SRP teachers shall come together to bid on positions for the next school year.

Subd. 3. Position: A position is a class or series of administratively grouped classes (hereafter "a group") for which the ECFE/~~SR/PE~~SRP teacher holds the appropriate license(s). ~~An ECFE/SR/PE~~The teacher shall own the class or group which they acquire through the ~~ECFE/SR/PE Arena bidding~~ process. ~~to include classes that were not terminated prior to the start of the class term.~~ In the event of an unusual circumstance, an ECFE/~~SR/PE~~SRP teacher who requests to drop FTE hours after July 1st of any given year may do so only with the consent of the ~~ECFE/SR/PE Supervisor~~Early Childhood Family Services Manager. ~~FTE that is dropped after bidding will not be retained for bidding seniority purposes for the next year. Teachers will only be able to bid up to a 1.0 FTE. If hours are granted beyond a 1.0 FTE during the program year, those hours will be considered temporary and will not be added to entitlement. If a teacher possesses an Outreach position, in addition to classes, the Outreach position will be an owned position unless hours of that Outreach position change, are eliminated, or the teacher decides to give up the position.~~

Subd. 4. Availability: A class or group shall be available and eligible to be bid upon by other ECFE/~~SR/PE~~SRP teachers if the class or group has not been acquired through the ~~ECFE/SR/PE Arena bidding~~ process. ~~Prior to external posting and after offering to other eligible ECFE/SR/PE teachers, classes may be offered to District preschool teachers based on seniority and licensure.~~

Subd. 5. Reclaiming and Bidding Procedure: Positions that were bid on during the previous year's bidding process and have not changed, are owned positions. ECFE/SR/PE teachers shall by order of seniority, holding an appropriate teaching license, bid upon a teaching position for the next school year through the following process;

A. Arena ~~One Bidding~~One Bidding. All ECFE/~~SR/PE~~SRP teachers will own their position as defined in Subd. 3 of this section. The intent of Arena ~~One Bidding~~One Bidding shall be to have ECFE/~~SR/PE~~SRP teachers, on the basis of seniority, acquire classes or groups that will bring them up to the ~~if~~ FTE they held in the previous year. This round shall also include any continuing contract teachers on layoff with rights to recall. If the number of classes available for the next school year is greater than the number needed for all eligible ~~ECFE/SR/PE~~ teachers to reclaim their FTE, then ~~beginning with the most senior participating teacher~~ in order of seniority teachers participating in the Arena Bidding may add a class(es) or a group up to the FTE hours per week maximum for a full time position, as long as a less senior teacher will not be displaced. If the number of classes available for the next school year is not sufficient to allow all eligible ~~ECFE/SR/PE~~ teachers to reclaim their hours, any less senior ~~ECFE/SR/PE~~ teachers shall be placed on layoff. If an ~~ECFE/SR/PE~~ teacher voluntarily chooses not to reclaim available hours, they shall not be considered placed on layoff and therefore will not have recall rights pursuant to Section 4. If the number of classes available does not allow all eligible teachers to add a class, ~~this round~~ Arena Bidding ends. If classes remain after every eligible teacher has added a class, then a second round of the arena Arena Bidding process will be conducted.

B. Arena Bidding, Round Two. Teachers with less than full-time FTE hours per week ~~full-time FTE~~ may participate in Arena Bidding, Round Two until they reach full time status per week. Teachers with ~~more than full-time~~ current status beyond 1.0 FTE may participate in this round to drop a class, ~~or~~ group completely, or to drop a class or group and pick up a class or group of equal amount of time. ~~Teachers with more than full-time status per week cannot add~~ Current teachers beyond a ~~class~~ 1.0 FTE must only bid up to or ~~group as~~ below their ~~only action during~~ Arena Two ~~current FTE~~. Beginning with the most senior participating teacher, each teacher, in order of seniority, may add one (1) class or group up to maximum for a full time position. If the number of classes available does not allow all eligible teachers to add a class, this round ends. If classes remain after every eligible teacher has added a class, then a third round to the arena bidding process will be conducted. This process will be repeated until all eligible teachers have passed.

Subd. 6. Canceled Classes: If a contracted ECFE/~~SR/PE~~SRP teacher's assigned class(es) is canceled, the teacher shall have the right to choose from any available classes for which the teacher holds the appropriate license. If there are no available classes that fit into the teacher's existing position (day/time/location) then the ~~d~~District will determine their work assignment (displacing the least senior ECFE/~~SR/PE~~SRP teacher or assignment of other ECFE/~~SR/PE~~SRP duties) to fulfill their FTE and d so as not to reduce their compensation.

Section 12. The ~~School~~ District reserves the right to assign ~~1 (one)~~ one (1) ~~Night Classes~~ night/class to ECFE/~~PE~~ teachers, if there are no qualified applicants. Night classes are defined as classes beginning at 5:00 pm or later, Saturdays, or an Outreach position with required night classes/PAC nights built into the position, not including home visits.

Section 13. Any ECFE/~~SR/PE~~SRP teacher who is willing to take an additional night or Saturday class may do so.