



**2019-2021 Tentative Agreement with District 833  
December 3, 2019**

**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  
Reading Recovery  
Medical Emergency Pools

**Memorandum of Agreement renewals with changes**

Rate of Pay for ABE going from \$30 to \$31 per hour  
ULA – dates, appeal process

**Removed Memorandum of Agreements**

Elementary Behavior Work Committee  
Caseload Review Committee  
Change in Health Insurance Provider

**New Memorandum of Agreements**

Flexible work days – can flex time for Teacher Workdays  
Transfer – create a UTSWC/District committee to review the transfer article

**Contract Articles with significant changes**

Article IV – add a new section regarding reports of improper conduct

Article VI – salary schedule

1.7% beginning on March 1, 2020 (6 months)

2.4% 2020-2021 (July 1, 2020)

Article VII – insurance

1/1/2020 = 3% increase in District contribution to all family plans and 7.8% increase to all single plans

1/1/2021 (bid year) = 2% increase in District contribution to all family and single plans

No change to VEBA contributions

Schedule C

\$138 per point in 2019-2020

\$140 per point in 2020-2021

Additional activities added

Article IX – E-learning/Emergency Closing days

Article X – add a new subsection to section 2 regarding teacher injury

Article XX – SITE Teams

**Other**

\*Schedule C

\$138 per point in 2019-2020

\$140 per point in 2020-2021

Additional activities added

\*Attachment III – Gifted & Talented stipend

\*District will provide detailed caseload and class size updates to the UTSWC president throughout each school year.

\*District will draft recommendations on number of meetings at each site.

\*Several “housekeeping” items to reflect any new statute numbers, dates, etc.

**Memorandum of Agreement**  
**Adult Basic Education /Access / Homebound Teachers**  
**(Article VI, Section 1)**

It is hereby agreed between the South Washington County School District 833 (hereafter “District”) and the United Teachers of South Washington County (hereafter “Union”) as follows:

**Section 1.** Community Education teachers teaching credit classes (Adult Basic Education/ACCESS) and ~~homebound teachers~~, who are members of the teachers’ bargaining unit, shall be compensated at the rate of ~~\$28.00 per hour for the 2017-2018 school year and \$30.00 per hour starting July 1, 2018.~~ **\$31 per hour. Homebound teachers, who are members of the teachers’ bargaining unit, shall be compensated at the hourly rate of \$28.00 per hour.**

**Memorandum of Agreement**  
**Unrequested Leave of Absence (ULA)**

This Memorandum of Agreement (“MOA”) is entered into by and between the United Teachers of South Washington County (“Union”) and Independent School District No. 833 (“District”).

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for teachers who are employed by the District;

WHEREAS, effective July 1, 2019, the state legislature repealed Minnesota Statutes section 122A.40, subdivision 11, which governs the placement of teachers on unrequested leave of absence (“ULA”);

WHEREAS, Minnesota Statutes section 122A.40, subdivision 10 applies to collective bargaining agreements that take effect on or after July 1, 2019; and

WHEREAS, the Union and the District are parties to an existing memorandum of agreement that addresses the ULA process and expressly states that it expires on ~~June 30, 2017~~ **June 30, 2019 or when the 2019-2021 contract is ratified whichever occurs later;**

NOW, THEREFORE, the Union and the District agree as follows:

1. This MOA replaces the previous MOA addressing the ULA process. This MOA is separate from, and will not be considered to be part of, the CBA.
2. This MOA expires on June 30, ~~2019~~ **2021**, or when the ~~2019-2021~~ **2021-2023** contract is ratified whichever occurs later.
3. From the date the ~~2017-2019~~ **2019-2021** contract is ratified until the ~~2019-2021~~ **2021-2023** contract is ratified, the following language will govern the placement of teachers on ULA:

Section 6. Final board action. Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the decision of a hearing officer. **A teacher wishing to challenge the school board's decision to place him or her on ULA may do so by filing an action with the Minnesota Court of Appeals, and not through the grievance procedure contained in the CBA.**

Section 7. Reinstatement: A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, **whichever occurs first,** after which the right to reinstatement will terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Section 8. Vacancies and notification: No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within ~~30~~ **20 calendar** days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

#### **Article IV – Section 4 (new)**

Reports of Improper Conduct: If a teacher believes he/she has been the subject of harassment, inappropriate behavior, or intimidation by a parent, the 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 teacher will report the incident pursuant to the provisions of that policy.

**Article VII, Group Health and Hospitalization Insurance**

January 1, 2020: Increase of 3% on the dollar amount the district contributes to all family plans.  
 January 1, 2020: Increase of 7.8% on the dollar amount the district contributes to all single plans.  
 January 1, 2021: Increase of 2% on the dollar amount the district contributes to all plans.

	2019			2020		
	Monthly Cost	District Contribution	Employee Contribution	Monthly Cost	District Contribution	Employee Contribution
<b>S high ded</b>	530.03	530.16	0	571.37	571.77	0
<b>F high ded</b>	1420.49	1313.11	107.38	1531.29	1352.50	178.79
<b>S open access</b>	605.40	517.27	88.13	652.62	557.62	95.00
<b>F open access</b>	1622.48	1018.50	603.98	1749.03	1049.06	699.97
<b>S select choice</b>	600.08	513.14	86.94	646.89	553.16	93.73
<b>F select choice</b>	1608.21	1013.18	595.03	1733.65	1043.58	690.07

**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).

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

Sub. 4. If a 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 teacher will not have a paid absence leave day or pay deducted provided other staff are not asked to report.

## **Article X - Section 2, Subd. 6 (new)**

Absences Because of Student Assault: In the event a teacher is physically assaulted by a student while performing the teacher's duties, the 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 teacher to be unable to perform the duties of the 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 teacher that causes physical injury to the 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.

## **Article XX- SITE Teams**

Section 1. No Changes

Section 2. SITE TEAM Roles and Responsibilities: SITE team roles and responsibilities shall be as mutually agreed by the District and the Union and as jointly communicated by the Superintendent of Schools or designee and the President of the Union. Building Leadership Teams may take on the role of the SITE Teams. However, they are subject to the provisions of this Article.

Section 3. No Changes

Section 4. District SITE Team Advisory Committee: Problems unresolved by SITE Teams and/or SITE Team decisions requiring a waiver of any provision of the Master Agreement shall be brought to the District SITE Team Advisory Committee. The SITE Teams must have their constitution, by-laws, and minutes of each meeting available, upon request, to the District SITE Team Advisory Committee or District administration.

~~Section 5. SITE Team Minutes/Evaluation: Written summaries of every SITE Team meeting shall continue to be sent to the Human Resources Department of the School District and the Union within one week of the meeting. This should include a copy of the SITE Team's constitution and by-laws and a year-end evaluation process and reported results.~~

## **Salary Schedules**

### **2019 -2020 (Steps and Lanes, 1.7% whole schedule beginning on 3/1/2020)**

STEP	BA00	BA15	BA30	BA45	BA60	MA	MA15	MA30	MA45
a	40,024	41,559	42,920	44,335	46,357	46,357	47,792	49,247	50,535
b	41,510	43,239	44,711	46,184	48,377	48,377	49,976	51,437	52,772
c	43,006	45,129	46,656	48,205	50,392	50,392	52,071	53,596	55,103
d	44,645	46,703	48,400	49,965	52,459	52,459	54,188	55,747	57,405
e	46,300	48,447	50,157	51,871	54,642	54,642	56,484	58,113	59,755
f	47,976	50,220	52,009	53,845	56,876	56,876	58,786	60,461	61,765
g	49,652	51,995	53,864	55,831	59,599	59,599	61,639	63,393	65,262
h	51,812	54,253	56,541	58,663	65,379	65,379	67,457	69,471	71,656
i	56,467	59,014	61,402	63,613	70,630	70,360	72,796	74,914	77,181
j	56,467	59,014	61,402	63,613	70,630	70,630	72,796	74,914	77,181
k	56,467	59,014	61,402	63,613	70,630	70,630	72,796	74,914	77,181
l	59,684	62,228	64,618	66,827	73,832	73,832	75,999	78,103	80,379
m	59,684	62,228	64,618	66,827	73,832	73,832	75,999	78,103	80,379
n	59,684	62,228	64,618	66,827	73,832	73,832	75,999	78,103	80,379
o	62,291	64,836	67,224	69,437	76,440	76,440	78,607	80,708	82,986
p	62,291	64,836	67,224	69,437	76,440	76,440	78,607	80,708	82,986
q	62,291	64,836	67,224	69,437	76,440	76,440	78,607	80,708	82,986
r	65,752	68,296	70,685	72,897	79,900	79,900	82,067	84,169	86,446

### **2020 -2021 (Steps and Lanes, 2.4% whole schedule)**

STEP	BA00	BA15	BA30	BA45	BA60	MA	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

**Stair Step Schedule beginning 7/1/2020 for new hires only**

STEP	BA00	BA15	BA30	BA45	BA60	MA	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		60,431	62,876	65,140	72,325	72,325	74,543	76,712	79,033
k		60,431	62,876	65,140	72,325	72,325	74,543	76,712	79,033
l		63,722	66,169	68,431	75,604	75,604	77,823	79,977	82,308
m			66,169	68,431	75,604	75,604	77,823	79,977	82,308
n			66,169	68,431	75,604	75,604	77,823	79,977	82,308
o			68,837	71,103	78,274	78,274	80,494	82,645	84,978
p				71,103	78,274	78,274	80,494	82,645	84,978
q				71,103	78,274	78,274	80,494	82,645	84,978
r					81,817	81,817	84,036	86,189	88,521

**Schedule C**

2019-2020 Increase from \$133 per point to \$138

2020-2021 Increase from \$138 per point to \$140

**Add the following positions:**

- Yearbook Advisor (Elem) – base point of 7
- Student Council Advisor (Elem) – base point of 8
- School Store Advisor (Elem) – base point of 5
- Choreographer (MS) – base point of 8
- Costumer (MS) – base point of 6
- Science Olympiad (MS) – base point of 6
- Costumer (HS) Major Plays – base point of 11
- Science Olympiad (HS) – base point of 11
- Concessions Coordinator (HS) – base point of 10
- Trap Team Advisor – base point of 15
- Adapted Floor Hockey Head Coach – base point of 27
- Adapted Floor Hockey Assistant Coach – base point of 17
- Adapted Bowling Head Coach – base point of 10
- Adapted Bowling Assistant Coach – base point of 6

**Attachment III-Additional Services**

Teachers who are Gifted & Talented ~~Building Representatives~~ Teacher Leaders ~~—up to 22.5 hours~~ will receive a \$1,000 stipend per year.

Remainder of Attachment III remains the same.