

Your Contract



A Reference

revised September 2026

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Hello! This resource is meant as a quick reference for those with routine questions. If you find yourself in a unique circumstance inadequately covered by this resource, please contact your union representative or one of the individuals below:

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The complete contract is available [here](#).

Non-Student-Contact Days

Professional Development (PD) Days

- District or school-planned time.
 - These days may include training, meetings, or district-wide events.
 - At the beginning of the school year, a minimum of four (4) hours scheduled as PD days will be teacher directed for room preparations, lesson preparation, open house/curriculum night preparation, etc.
 - Teachers are required to be on site for Professional Development Days unless district administration determines otherwise.
-

Workshop Days

- Site planned time.
 - A minimum of 6.5 hours will be teacher-directed.
 - Teachers are required to be on site for Workshop Days unless district administration determines otherwise.
-

Teacher Workdays

- Four days total: one before the first student contact day and one at the end of each trimester.
 - These days are teacher-directed in order to complete grading and preparations for the next trimester.
 - Teachers do not need to report to their site on a Teacher Workday. They are considered to be flexible work days.
-

Birth-Grade 5 Preparation Days

- A time for staff to prepare for conferences and continue Standards Based Instruction implementation.
 - This time will be spent at individual sites (except for specialists and birth-preschool who can meet in their specialized PLCs district-wide) to work with PLCs and small team discussions.
 - Each day will be planned in conjunction with the principal and teacher leaders.
 - A minimum of 2.5 hours, each of the Birth-Grade 5 preparation days, will be used for individual work time as it relates to Standards Based Instruction and progress reporting.
-

Conferences and Open House

Conferences

Annual Obligation

- “There will be 22.5 hours (three duty days) designated as conferences each school year.”
 - “Six (6) of the 22.5 hours will be spent preparing for conferences. The preparation time is served at the teacher's discretion as to date and location.” **This leaves 16.5 hours of annual conference obligation.**
-

Conferences

Composition and Format

- “No teacher shall be scheduled to more than 5.5 hours of conferencing on any designated date.”
 - “Building Leadership Teams...may break up this time at their discretion.”
 - “Part-time and crossover teachers will participate in building conferences in proportion to their FTE at that building.”
 - “Up to 5.5 hours of conferences per year may be dedicated to an alternative to conferences if approved by the Building Leadership Teams,” subject to approval from the UTSWC President and the Superintendent. “One example of an alternative to conferences would be curriculum nights.”
-

Open House

Annual Obligation, Composition,
and Format

“Teachers shall be required to participate in one Open House or equivalent activity per school year (not to exceed 2 hours in length) determined by Administration in consultation with the Building Leadership Team.”

E-Learning Days

E-Learning Days Defined

- primary intent for e-learning days is in response to inclement weather
 - caps teacher availability to students at 4 hours in recognition as needed additional prep time
 - prohibits requiring synchronous teaching the first day of a multiple-day closure
 - allows teachers remote work
-

Paid Absence Leave

- Earned Sick & Safe Time (ESST)
- personal business
- other absence types
- annual accrual
- PAL cash-out options

Earned Sick and Safe Time

Covered Uses

1. the employee's mental or physical illness, treatment or preventive care;
 2. a family member's mental or physical illness, treatment or preventive care;
 3. absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
 4. to make funeral arrangements, attend a funeral service or memorial or address financial or legal matters that arise after the death of a family member;
 5. closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
 6. when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.
-

Definitions of “Family Member

- their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- their spouse or registered domestic partner;
- their sibling, stepsibling or foster sibling;
- their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- their grandchild, foster grandchild or step-grandchild;
- their grandparent or step-grandparent;
- a child of a sibling of the employee;
- a sibling of the parents of the employee;
- a child-in-law or sibling-in-law;
- any of the family members (1 through 9 above) of an employee’s spouse or registered domestic partner;
- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- up to one individual annually designated by the employee.

Earned Sick and Safe Time

Usage Rules

- If you plan to use ESST for a permissible reason you know of in advance, inform your supervisor at least seven days in advance.
 - You can be required to provide up to seven days of advance notice when possible (for example, a medical appointment scheduled in advance) before using ESST.
 - If you cannot provide advance notice, contact your supervisor at as soon as you know you will be unable to work.
 - You can be required to provide documentation regarding the reason for your use of ESST if you use it for more than two consecutive days or if there is a “pattern or clear instance of suspected ESST misuse.”
-

Earned Sick and Safe Time

Reasonable Documentation for Covered Uses 1, 2, 4, and 6 (see [slide 15](#))

“reasonable documentation may include a signed statement by a health care professional indicating the need for use of earned sick and safe time. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose”

Earned Sick and Safe Time

Reasonable Documentation for Covered Use 3 (see [slide 15](#))

“a court record or documentation signed by a volunteer or employee of a victims services organization, an attorney, a police officer, or an antiviolence counselor as reasonable documentation. If documentation cannot be obtained in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose covered”

Earned Sick and Safe Time

Reasonable Documentation for
Covered Use 5 (see [slide 15](#))

“a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose as reasonable documentation”

Earned Sick and Safe Time

Privacy

“An employer must not require disclosure of details relating to domestic abuse, sexual assault, or stalking or the details of an employee's or an employee's family member's medical condition as related to an employee's request to use earned sick and safe time under this section.”

Paid Absence Leave: Personal Business

- personal business which cannot be attended to outside of the teacher's basic day
 - requests due seven days in advance
 - no more than 5 percent of the faculty at any building shall use this leave on any one day
-

Paid Absence Leave

absences that require prior approval, but are not deducted from PAL

requests due seven days in advance

- jury duty
- witness obligation

Paid Absence Leave: Other Absence Types

absences requiring prior approval

- **professional visitation:** for example, professional development that is not required. One duty day per school year.
 - **child's school conference and activities:** 16 hours of paid absence leave per year
 - **adoption or foster placement:**
 - **adoption:** six weeks
 - **foster placement:** 10 days
 - **parenting:** ten days per school year for the birth of a child
-

Paid Absence Leave

annual accrual

- all full-time teachers accrue 15 days total
 - continuing contract:
 - 4 personal business days
 - 11 ESST days
 - non-continuing contract:
 - 2 personal business days
 - 13 ESST days
 - ESST days accrue to an unlimited amount
 - Personal business days accrue to a maximum of 8. Days beyond the maximum convert into ESST days.
 - *Part-time or long-term substitute teacher?*
See Article X, section 1, subdivision 7.
 - *Working in excess of normal school year?*
See Article X, section 1, subdivision 2.
-

PAL Cash-out Options

Option #1

- convert sick days to 403(b)
 - 3 days to \$300
 - 2 days to \$200
 - 1 day to \$100
- must have used no more than 2 sick days in a year
- must have **fewer** than 562.5 hours (75 days) in sick time

Option #2

- convert up to 37.5 hours (5 days) to cash or 403(b)
- based on daily rate of step A, lane BA00 (\$287.86 in 24-25)
- must have 562.5 hours (75 days) **or more** in sick time

Leaves of Absence

- [Union Dues while on Leave](#)
- [Unpaid Leaves of Absence: The Basics](#)
- [Long-Term Leaves](#)
- [Short-Term Leaves](#)
- [Minnesota Paid Leave](#)
- [Family and Medical Leave Act](#)
- [Other Leaves of Absence](#)

Union Dues while on Leave

Generally speaking, if you are receiving compensation while on leave (e.g. Minnesota Paid Leave or applying paid absence leave to an unpaid leave), you will continue to owe dues as usual.

If you are not receiving compensation, you will cease being a member of the UTSWC, Education Minnesota, NEA, and AFT. You will need to rejoin upon the end of your leave.

Unpaid Leave of Absence

The Basics

- Granted according to District discretion for “reasons such as adoption, child-rearing, temporary disability, personal illness or injury, family emergencies, or to fulfill the obligations of a full-time elected or appointed position with the Union.”
 - May be partial (e.g. taking a 0.20 FTE leave from a 1.00 FTE position) or full
-

Unpaid Leave of Absence

Long-Term Leaves

- Requests are due in writing to Human Resources by February 15 of the year prior to the leave being taken
 - “Under extenuating circumstances, the School District in consultation with the Union may waive the deadline for Unpaid Leave requests or extensions.”
-

Unpaid Leave of Absence

Long-Term Leaves

- “Shall be for a period not to exceed two (2) full school years for teachers with less than 10 years of seniority, and not to exceed five (5) years for teachers with ten or more years of seniority.”
 - “Teachers returning to duty at the expiration of their leave shall return to their original 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” will need to bid.
-

Unpaid Leave of Absence

Short-Term Leaves

- “not to exceed eighty (80) calendar days”
 - “Teachers on an approved short-term Unpaid Leave of Absence shall return to duty at the expiration of their leave. Failure of a teacher to return to duty at the expiration of their leave shall be considered a resignation on the part of the teacher.”
-

Minnesota Paid Leave (MPL)

The Basics

- This is a [state-run program](#)
 - UTSWC members will want to consult the state for the latest information – the [“Common Questions” page](#) is particularly helpful
-

Minnesota Paid Leave (MPL)

The Basics

Participants may take up to a maximum 20 weeks in a 12-month period

- Up to 12 weeks for **medical leave** : care for your own serious health condition, including pregnancy or childbirth
- Up to 12 weeks for **family leave** : bond with a new child, care for a family member, support a military family member, or respond to personal safety issues, e.g. domestic assault

The District will continue to pay their portion of health insurance premiums while out on MPL.

Minnesota Paid Leave (MPL)

The Basics

- The benefit is calculated using your gross wages (i.e. before tax and other withholdings)
 - To obtain an estimate of your benefit, divide your salary by four, then input to the first box [here](#).
 - Select the box for “Apply this quarter’s wages to all quarters.”
 - Deduct 15% to cover federal and state taxes.
-

Family and Medical Leave Act (FMLA)

The Basics

- May take up to 12 weeks in a 12-month period
 - “unpaid, job-protected leave for qualifying family and medical reasons and requires continuation of their group health benefits under the same terms and conditions as if the employee had not taken leave”
-

Family and Medical Leave Act (FMLA)

The Basics

- May take up to 12 weeks in a 12-month period
 - “unpaid, job-protected leave for qualifying family and medical reasons and requires continuation of their group health benefits under the same terms and conditions as if the employee had not taken leave”
-

Family and Medical Leave Act (FMLA)

The Basics

Covers arrival of a new child, medical care for a family member, medical care for oneself, or care for a military family member

Other Leaves of Absence

See article XI or ask a union representative for information on:

- sabbatical
- military leave of absence

Long-Term Disability

Long-Term Disability

- Long-term disability provides income when you have been disabled for 90 calendar days or more. Your benefit is 66.67% of your monthly earnings, up to \$6,000 per month. This amount may be reduced by other sources of income or disability.
 - Enrollment is required for licensed education professionals with 0.8-1.0 FTE.
-

Long-Term Disability

Long-term disability insurance is why the PAL incentive plan only permits sell-back of days in excess of 75. When you factor in 15 days of Medical Emergency Pool, which is the maximum possible benefit, you reach 90 days, which is what is required to meet eligibility for long-term disability.

Preparation Time

- elementary
- secondary

Preparation Time: Elementary

The Basics

elementary teachers

- block of 60 minutes or two nearly equal blocks during the day to prepare for teaching assignments
- not responsible for classroom or building activities during this time unless the teacher agrees to waive this restriction

The Basics: Collapsed Classrooms

elementary teachers

- Classroom teachers who take on extra students for the day will be compensated at 50% of the substitute daily rate of pay.
 - Licensed School Nurses covering for a full-time Health Aide or Health Care Specialist for more than 15 hours in a calendar month will be compensated at the daily teacher sub rate.
-

The Basics: Collapsed Classrooms

elementary classroom and special
education teachers

- A classroom or special education teacher who agrees to assume an entire class for the full day in addition to their own class, will receive 100% of the substitute daily rate of pay (not including their lunch or prep time).
 - Example: if the substitute daily rate of pay is \$185, the teacher will receive \$185 that day in addition to their regular pay. If that same teacher waives their prep time to also sub that day, they would receive \$50 for that hour of waived prep in addition to the \$185 and their regular pay.
-

The Basics: Collapsed Classrooms

elementary classroom and special
education teachers

- A classroom or special education teacher who agrees to assume an entire other class in addition to their own class, but for less than the entire student day, will receive 20% of the substitute daily rate of pay for each our they have the additional class (not including their lunch or prep time).
 - Example: If the substitute daily rate of pay is \$185 and the teacher takes an entire other class in addition to their own class for one hour/period, they would receive \$37 in addition to their regular pay.
-

The Basics: Collapsed Classrooms

elementary specialists

- A specialist teacher who agrees to take on an entire other class in addition to their regularly scheduled class, will receive 20% of the substitute daily rate of pay for each hour they have an extra class (not including their prep or lunch time).
 - Example: If the substitute daily rate of pay is \$185 the teacher will receive \$37 for each hour they teach the other class(es) that day in addition to their regular pay. In addition, if that same teacher waives their prep time to also sub that day, they shall receive \$50 for that hour of prep.
-

The Basics: Collapsed Classrooms

elementary non-classroom
teachers

Non-classroom teachers who are directed to sub shall receive 50% of the substitute daily rate of pay in addition to their regular rate of pay in recognition that the responsibilities of their regular position do not end because of subbing. If they sub during their prep, they will be paid \$50 for the missed prep period.

Teacher Basic Day

elementary specialists

Teachers in the elementary specialist rotation shall teach no fewer than the same number of sections that are assigned to a grade level at that site.

Support for Out of Field Permission (OFP) and Tier 1 Teachers

special education teachers

“Special Education teachers who agree to fulfill testing/evaluation duties for students that a Tier 1 teacher or teacher with an Out of Field Permission cannot perform shall be paid the hourly voucher rate for time submitted upon approval from their supervisor.”

Hourly Subbing

elementary teachers

Teachers who waive their right to a prep are compensated at \$50 per hour.

Preparation Time: Secondary

The Basics

secondary teachers

- single block of time or two nearly equal blocks of time
 - not responsible for classroom or building activities during this time unless
 - the teacher agrees to waive this restriction
 - an unusual circumstance (i.e. an emergency) occurs, the Principal may direct a teacher to teach or supervise
-

Hourly Subbing

secondary teachers

Without a teacher waiving their right to a prep and in the absence of an emergency, administrators are obliged to cover hourly absences during the school day.

Support for Out of Field Permission (OFP) and Tier 1 Teachers

special education teachers

“Special Education teachers who agree to fulfill testing/evaluation duties for students that a Tier 1 teacher or teacher with an Out of Field Permission cannot perform shall be paid the hourly voucher rate for time submitted upon approval from their supervisor.”

Hourly Subbing

secondary teachers

Teachers who waive their right to a prep or are directed by administration in the event of an emergency are compensated at \$50 per hour.

Supervisory Duty

- definitions
- secondary teachers
- exclusions

Definitions

- lunchroom supervision, hall monitoring, detention, ISS, or other similar duties, but not study halls
- up to 30 minutes daily outside of prep or duty-free lunch

Secondary Teachers

Secondary teachers who agree to be scheduled in excess of 5 periods of student contact and 30 minutes of supervision per teacher's basic day will be compensated on a pro-rata basis (per period).

Exclusions

- crossover teachers
- special education teachers

Building Leadership Team

Building Leadership Team

Introduction

Our Building Leadership Teams must conform to guidance from the [Roles and Responsibilities document](#), which is subject to mutual agreement between the District and the UTSWC per Article XX, Section 2 of our contract.

Our Building Leadership Teams take the place of [Minnesota Statute 123B.04](#).

Building Leadership Team

Key Provisions in the Roles and Responsibilities Document

Per the “Definition,” “A Building Leadership Team is a **decentralized** process in which **decisions and recommendations are made** by collaborators, including ; building **employees** , parents and families, community representatives, students and others determined as appropriate members.”

Per the “Purpose,” “improve the quality of education for all learners by addressing the uniqueness of each site through a **shared decision-making process.** ”

Building Leadership Team

Key Provisions in the Roles and Responsibilities Document

The BLT is delegated many areas of responsibility, which are organized as follows.

“Informational” items are those for which the BLT must be informed by building or program leadership, e.g. the Principal or Supervisor says, “here is what I am doing.”

“Advisory” items are those on which the BLT must be permitted to advise, e.g. the Principal or Supervisor says, “here is what I am doing. What do you think?”

“Decision Making” items are those for which the BLT is the decision-maker, e.g. the Principal or Supervisor asks, “what should we do?”

Key Provisions in the Roles and Responsibilities Document

Informational

- Budget Allotment
- Developing Policy
- Staff Assignments
- Curriculum
- Personnel Evaluation Process
- Community Education
- Co-curricular Activities

Advisory

- Budget Allocation
- Staff Selection
- Curriculum-program
- Physical Plant
- Food Service
- Transportation
- Technology

Decision Making

- School Climate
- Staff Development
- Schedule D
- After Hours Scheduling

Building Leadership Team

Responsibilities Assigned to the Building Leadership Team in Our Contract

Advise on “open house or equivalent activity.” The Principal or Supervisor decides.

Decide on how to “break up” the 16.5 hours of annual conference obligation.

Decide whether to allocated 5.5 hours of the annual conference obligation to “an alternative to conferences.”

Decide the “existence, composition and nature” of homeroom and advisory at the middle and high school levels.

Decide to “implement an alternate schedule to a 6 period day to allow for WIN (What I need) time” at the middle and high school levels.

Required Building Leadership Team Members

- A. Up to two (2) licensed administrator representatives.
- B. One (1) ATPPS Site Coordinator/Advisory Staff Development committee (ASDC) representatives.
- C. Up to two (2) licensed special education/related services representatives.
- D. One (1) licensed teacher at the elementary level in each of the following categories:
 - a. Early Learning (if at an elementary site)
 - b. Grades K-1
 - c. Grades 2-3
 - d. Grades 4-5
 - e. Teacher in the specialist rotation
 - f. EL or Intervention
 - g. TOSA Dean
- E. Teachers at the secondary level will be represented by their Department Leads or Team Leads.
- F. One (1) additional licensed teacher who does not meet the criteria in letters B-E above.
- G. If possible, up to two (2) representatives from non-licensed staff.
- H. If possible, up to two (2) parent/community representatives

Building Leadership Team

Compensation

Per Attachment III of our contract, “Teachers who receive no stipend for participating on the Building Leadership Team (BLT) will receive \$400 at the end of each school year they serve on the BLT if they are listed as one of the required positions on the BLT.”

All others are compensated according to the table available in Attachment III of our contract.

Homeroom, Advisory, and WIN Time

- [middle school](#)
- [high school](#)

Homeroom and Advisory: Middle School

Composition

- “A Building Leadership Team may determine the existence, composition and nature of a homeroom/advisory format within the parameters that”
- “The length of homeroom/advisory (in minutes) will be determined by the Building Leadership Team.”
- “The time spent in homeroom/advisory will be deducted from the teacher’s supervisory time.”
- “Advisory and homeroom cannot occur on the same day.”

Homeroom versus Advisory

Homeroom

- “Homerooms may take place three days per week (not to exceed 20 minutes per day).”
- “Teachers will not be required to prepare, deliver or assess curricula during homeroom.”
- “Homeroom is the place for school business to be communicated and the administration of necessary tasks.”

Advisory

- “Advisory may take place two days per week (not to exceed 20 minutes per day).”
- “Advisories are a vehicle for creating a more personalized learning environment where all students are well known by at least one adult.”
- “It also serves as a way to teach non-curricular concepts that are essential for student access.”

Exclusions

- crossover teachers
- special education teachers

Homeroom, Advisory, and WIN Time: High School

Composition of Homeroom and Advisory

- “The Building Leadership Team may determine the existence, composition and nature of a homeroom/advisory format within the parameters that”
- “The length of homeroom/advisory (in minutes) will be determined by the Building Leadership Team.”
- “The time spent in homeroom/advisory will be deducted from the teacher’s supervisory time.”
- “Advisory and homeroom cannot occur on the same day.”

Composition of WIN Time

- “If a Building Leadership Team elects to implement an alternate schedule to a 6 period day to allow for WIN (What I need) time, the following shall apply”
- “A WIN period of 60 minutes or less may be added twice a week.”
- “Teachers will receive no less than a 45-minute prep period (within the student day) on WIN days.”
- “No new instruction shall be required during WIN time.”
- “WIN time is reserved for relearning and retakes.”

Homeroom, Advisory, and WIN Time

Homeroom

- “May take place three days per week (not to exceed 240 minutes per month).”
- “Teachers will not be required to prepare, deliver or assess curricula during homeroom.”
- “The place for school business to be communicated and the administration of necessary tasks.”

Advisory

- “May take place two days per week (not to exceed 160 minutes per month).”
- “A vehicle for creating a more personalized learning environment where all students are well known by at least one adult.”
- “Also serves as a way to teach non-curricular concepts that are essential for student access.”

WIN Time

- “May take place two days per week for 60 minutes or less per day”
- “Teachers will receive no less than a 45 minute prep period (within the student day) on WIN days.”
- “No new instruction shall be required during WIN time. It is reserved for relearning and retakes.”

Exclusions

Crossover and special education teachers are excluded from homeroom and advisory duties.

Tax-Sheltered Annuity

also known as TSA or 403(b)

TSA Match

for teachers hired after 1991

- 1-10 years of service: \$1,000
 - 11-17 years of service: \$1,500
 - 18+ years of service: \$2,500
-

TSA Match

for teachers hired before 1991

\$2,000

Discipline

- levels of discipline
- Tennessen warning
- letters in personnel file

Levels of Discipline

teacher contract

1. oral reprimand;
 2. written reprimand;
 3. withholding of increment;
 4. suspension without pay; and
 5. dismissal in accordance with Minnesota Statutes.
-

Levels of Discipline

Four basic steps in the progressive discipline process:

1. verbal warning,
2. written warning,
3. written warning with suspension,
4. and termination.

The process may be shortened for more serious offenses by moving directly to suspension or termination.

Teacher Rights

Except in cases of oral reprimand or extraordinary circumstances, you are guaranteed:

- a meeting with administration
- union representation
- a written copy of the disciplinary action imposed

Tennessean Warning

definitions

- requirement of the Minnesota Government Data Practices Act (Minnesota Statute §13.04, Subd. 2)
 - protects individuals on whom the government collects data
 - legally required whenever administrators ask a student or employee who is the subject in an investigation to provide private or confidential information concerning him or herself
-

Tennessee Warning

elements

The elements of the warning are:

1. the purpose and intended use of the requested data;
 2. whether the individual may refuse or is legally required to provide the requested data;
 3. any known consequence arising from supplying or refusing to supply private or confidential data; and
 4. the identity of other persons or entities authorized by state or federal law to receive the data.
-

Example Tennessee Warning

notice to accused employee

NOTICE TO ACCUSED EMPLOYEE

Name of Employee: _____

1. You are being interviewed by _____.
2. The purpose of this interview is to collect information concerning allegations against you as an employee of the School District.
3. The information collected may be used in assessing the allegations, determining whether the alleged conduct occurred and whether discipline should be imposed against you. The information collected also may be used in a report of the investigation surrounding the allegations. The information may be used in administrative proceedings such as grievance procedures and discipline proceedings, including arbitration, if any. The information may also be used in judicial proceedings, if any.
4. At this time, you are not legally required to provide any private or confidential information regarding yourself during this interview.
5. This interview may be the only opportunity you will have to provide information regarding the allegations. Failure or refusal to provide all relevant information may result in a conclusion/decision based on incomplete information. Providing false or misleading information during the interview will be considered insubordination and may result in disciplinary action against you, including possible termination of your employment. Disciplinary action may also be imposed against you based upon the information provided.
6. Any type of retaliation or reprisals by you or at your direction or suggestion against other employees or witnesses participating in the investigation into allegations against you, including any form of harassment, intimidation or coercion, shall be considered misconduct and insubordination, and may result in disciplinary action being taken against you, including possible termination of your employment.
7. The information that you provide during this interview may be released to the Administration, the School Board, the School District's legal counsel, and other individuals directly or indirectly involved in the matter(s) discussed. The School District may also be releasing this information to law enforcement authorities and various agencies of the State of Minnesota including, but not limited to the Department of Education, Board of Teaching, Board of School Administrators, and the Department of Economic Security. Finally, the School District may be obligated to provide this information to those entitled to it under the Minnesota Government Data Practices Act, Minn. Stat. § 13.01 et seq.

By signing below you acknowledge that you have been given an opportunity to read this Notice prior to being interviewed. A copy will be provided to you upon request.

Dated: _____

Signature of Employee

Example Tennessean Warning

notice to employee witness

NOTICE TO EMPLOYEE WITNESS

Name of Employee: _____

1. You are being interviewed by _____
2. The purpose of this interview is to collect information concerning allegations against an employee of the School District.
3. The information collected may be used in assessing the allegations, determining whether the alleged conduct occurred and whether discipline should be imposed against the employee. The information collected also may be used in a report of the investigation surrounding the allegations. The information may be used in administrative proceedings such as grievance procedures and discipline proceedings, including arbitration, if any. The information may also be used in judicial proceedings.
4. At this time, you are not legally required to provide any private or confidential information regarding yourself during this interview.
5. This interview may be the only opportunity you will have to present information regarding the allegations. Failure or refusal to provide all relevant information may result in a conclusion/decision based on incomplete information. Providing false or misleading information during the interview will be considered insubordination and may result in disciplinary action against you, including possible termination of your employment.
6. The information that you provide during this interview may be released to the Administration, the School Board, the School District's legal counsel, and other individuals directly or indirectly involved in the matter(s) discussed. The School District may also be releasing this information to law enforcement authorities and various agencies of the State of Minnesota including, but not limited to the Minnesota Department of Education, Board of Teaching, Board of School Administrators, and the Department of Economic Security. Finally, the School District may be obligated to provide this information to those entitled to it under the Minnesota Government Data Practices Act, Minn. Stat. § 13.01 et seq.

By signing below you acknowledge that you have been given an opportunity to read this Notice prior to being interviewed. A copy will be provided to you upon request.

Dated: _____

Signature of Employee

Example Tennessean Warning

the title is different, but the effect
is similar

Data Privacy Notice

Name of Employee:

Interviewer

Date:

1. The purpose of the interview is to gather information in response to allegations that have been made against you.
2. The School District intends to use the data that are collected during this interview to determine whether the allegations are substantiated and the action, if any, that should be taken. If the allegations are substantiated, the District may also use the data that are collected in the following ways: (a) as a basis for disciplinary action; (b) as evidence in a variety of legal proceedings including, but not limited to, any grievance proceedings, administrative proceedings, and civil proceedings; and (c) as a basis for mandatory and voluntary reports to other governmental agencies and to law enforcement.
3. At this time, you may refuse and are not legally required to provide any private or confidential information about yourself during this interview. However, the following are the known consequences of refusing to supply private or confidential data: this interview may be the only opportunity you will have to provide information before the District reaches a decision on whether the allegations are substantiated. If you do not provide answers to all the questions that are asked, the District may make a decision without the benefit of information that you could have provided. In addition, you may later be precluded from relying on information that you did not provide during this interview.
4. If you chose to provide information, you must provide accurate information. Providing any false or misleading information during this interview will be considered insubordination and may result in disciplinary action against you, including termination of your employment.
5. The information you provide during this interview may be released to the following persons or entities: the District's School Board, the Superintendent, supervisors who have a need to know the information, the District's legal counsel, and other individuals directly or indirectly involved in the matters discussed, including other witnesses and the representatives of such individuals. The District may also release the information to various federal and state agencies that are entitled to receive the information, potentially including, but not limited to, the United States Department of Education, the Minnesota Department of Education, the State Auditor, licensing agencies, the federal Equal Employment Opportunity Commission, the Minnesota Department of Human Rights, the Minnesota Department of Employment and Economic Development, and law enforcement.
6. You are prohibited from retaliating against any person who made allegations against you or who participated in this investigation. Any form of retaliation by you, or at your direction, will be considered misconduct and will result in disciplinary action up to and including immediate discharge. Retaliation in any form or degree will not be tolerated.

By signing below you acknowledge that you have been given an opportunity to read this notice prior to being interviewed. A copy of this notice will be provided to you upon request.

Signature

Date

Letters in Personnel File

letter of expectation

- Lays out an administrative expectation for the teacher, usually of a clarifying nature.
 - Failure to meet expectation may result in discipline.
 - As these letters are not disciplinary, they are not subject to the formal grievance procedure.
-

Letters in Personnel File

letter of directive

- Lays out an administrative directive for the teacher, usually of a clarifying nature.
 - Failure to meet expectation may result in discipline.
 - While a letter of directive is a step above a letter of expectation, it is nonetheless not disciplinary and therefore not subject to the formal grievance procedure.
-

Letters in Personnel File

letter of reprimand

- Spells out expectations or directives while also assigning formal discipline, such as
 - withholding of increment,
 - suspension without pay,
 - or dismissal.
 - A letter of discipline is subject to the formal grievance procedure.
-

Grievance Procedure

Definitions

written allegation by a teacher resulting from a dispute or disagreement between the teacher and the School District as to the interpretation or application of this Agreement

Deadline

Failure to file within 20 days of the date giving rise to the grievance shall be deemed a waiver of the grievance.

Who to Contact

If you suspect you have reason for a grievance, contact your union representative or one of the following as soon as possible:

- Adam Hayes, UTSWC President:
Adam.Hayes@edmn.org
 - Nick Jasiczek, UTSWC Vice President:
Nick.Jasiczek@edmn.org
 - Lisa Lanik, UTSWC Member Rights:
lisa.lanik@edmn.org
-

Teacher Transfers

Definitions

displaced teacher

A continuing contract or probationary teacher that has been displaced from their current position for the following school year based on District action.

Definitions

voluntary bidder

A continuing contract or probationary teacher who either voluntarily bids on a position in Round 1 or Round 2 based on seniority, or applies for a Vacancy (Vacant Position) after Round 2.

Special Education Vacancies

The Language of Memorandum of
Agreement (MOA)

“Special education positions will be posted prior to Round 1 bidding as District positions. Contracts can be offered to tiers 3 and 4 licensed external applicants prior to Round 1 bidding to secure staffing. All current open positions would be posted in Round 1. New tier 3 and 4 licensed hires would then be placed in positions available after Round 1 of bidding.”

Rounds

round 1

All Mandatory (displaced) and Voluntary bidders can bid on positions for which they are licensed, and currently teaching or have taught in the District within the past five (5) years. Positions will be awarded based on seniority.

A position cannot be awarded to a bidder if it results in the displacement of a Current Continuing Contract teacher.

Rounds

round 2

All Mandatory (displaced) and Voluntary bidders can bid on positions for which they are licensed, and currently teaching or have taught in the District within the past five (5) years. Positions will be awarded based on seniority.

Mandatory (displaced) bidders will be awarded positions based on seniority first, prior to any Voluntary bidder awards. Once all Mandatory (displaced) bidders have been awarded positions, the rest of the available positions will be awarded to Voluntary bidders, based on seniority.

Educational Need Transfers

The School District shall have the right to override the transfer and reassignment provisions of this article based on educational need. In the event that an override is necessary, the reasons shall be reduced to writing and forwarded to the Union. No such action will be taken without basis in fact or educational need.

Administrative Directed Transfers

Administrative directed transfers imply that the teacher may be doing satisfactory work; however there has been a breach in the working relationship, either between the teacher and principal or the teacher and the staff.

The responsible administrator will discuss the reasons for the transfer with the teacher and the Union. At the request of the teacher, the reasons will be provided in writing. An attempt will be made to reach agreement with the teacher and on which vacancy the teacher will fill, and the Union shall be notified in writing.

Class Size and Caseload

What It Does

This Memorandum of Agreement (MOA) permits the UTSWC to

1. advise on class size and caseload for identified groups and to
2. advise on remedies should a class size or caseload be exceeded.

The District retains final decision-making authority in both cases. The MOA is not subject to the grievance procedure.

Who It Affects

Includes, but is not limited to “Pre-K through grade 12, and caseloads for English Language teachers, special education resource and center-based teachers, and direct service providers.”

How It Works

Setting and Monitoring Class Size and Caseload

“The UTSWC shall be provided a written copy of the class size and caseload threshold...prior to initial FTE allocations being made by the District during the spring staffing process.”

“UTSWC leadership will be invited to the regularly scheduled staffing meetings to listen and ask questions when class sizes/caseloads are reviewed during the months of May through August to review and advise on the school/program staffing allocations.”

How It Works

Remedies for Class Sizes and Caseloads that Exceed the Threshold

1. If a licensed education professional covered by this language has a concern about their class size or caseload, they are “encouraged to meet with their supervisor to discuss options for workload relief.”
2. If a resolution cannot be determined, the teacher will contact UTSWC leadership. UTSWC leadership will contact the District for further discussion.

The Superintendent will serve as the final decision maker in the event of disagreement between UTSWC leadership and the District designee.

How It Works

Remedies for Class Sizes and
Caseloads that Exceed the
Threshold

Possible remedies to be considered
are as follows:

- A. Additional FTE
 - B. Offer an overload to the current staff (if staff agree, this would be paid at their prorated rate)
 - C. Hire a paraprofessional(s)
 - D. Educational needs transfer
 - E. Other options of additional support may be considered
-

Class Size and Caseload Thresholds for 2026-2027

- K: 24
- 1st: 25
- 2nd: 27
- 3rd: 28
- 4th: 32
- 5th: 33
- 6th-8th: 34
- 9th-12th: 36
- ECSE:
 - B-2: weighted caseload, 18 visits/week
 - 3-5: 18
- ECFE and Pre-School:
 - Infant classes: 10
 - Toddlers: 10
 - Preschool: 12
 - Multiage: 12
- ML: 50
- Related Services: 18-20 hours of direct service
- Center-Based:
 - Build: 6
 - Balance: 10
 - Bridge: 15
 - DCD/ASD: 8
 - ABC or EBD: 12
 - High Needs/Resource: 15
- Resource:
 - Elementary: 18
 - Secondary: 20
- SLP: 50
- OT: 75
- PT: 75

Crossover and Part-Time Teachers

Homeroom, Advisory, and Supervision

Crossover and part-time teachers are excluded from these duties and those listed below:

- lunchroom supervision
 - hall monitoring
 - homeroom supervision
 - detention
 - in-school suspension
 - other, similar duties
-

Conferences

“Part-time and crossover teachers will participate in building conferences in proportion to their FTE at that building.”

Prep

Every teacher receives a “single block of time or two nearly equal blocks of time within the teacher's basic day for the teacher to prepare for his or her teaching assignments”

Crossover teachers “will be provided 30 minutes travel time between buildings, exclusive of lunch and prep time.”

Insurance

Part-time teachers “shall receive prorated School District contributions toward the individual health, hospitalization, and major medical premium.”

Seniority

Part-time teachers “employed at least $\frac{1}{2}$ of a regular duty day or at least $\frac{1}{2}$ of a regular duty year, shall earn full seniority.

“Teachers employed less than $\frac{1}{2}$ of a regular day or less than $\frac{1}{2}$ of a regular duty year shall earn $\frac{1}{2}$ year of seniority for each full year of service.”

SoWashCo Online High School

Remote Work

- SoWashCo Online High School teachers will be provided with the option to work remotely.
 - The provision to work remotely may be adjusted at any time with no fewer than five work days notice.
 - If a teacher is unable to perform their duties remotely at home (e.g internet and/or power issues) they will contact their supervisor to arrange an on-site location.
-

Remote Work

- Teachers must live within a 100 mile radius of SoWashCo Online High School's home site, Woodbury Central Park, 8595 Central Park Place, Woodbury, MN 55125.
 - SoWashCo Online High School teachers are expected to be available if an unexpected event occurs which requires the teacher to work on-site. Teachers must report to work on-site within 48 hours of such request.
 - Any in-person meetings with students, staff, parents, etc. shall occur at a District 833 site. Space will be provided and requests for in-person meeting space should be made in advance.
-

Crossovers

- SoWashCo Online High School is considered a separate building/site. Teachers who are crossovers with SoWashCo Online High School and another site(s) will not retain the right to thirty (30) minutes of travel time.
 - These crossover teachers will be excluded from the contractual requirement of thirty (30) minutes of supervision per teacher's basic day.
-

Paid Absence Leave

- Teachers shall be required to use PAL when unable to work during their scheduled hours.
 - For example, if a teacher's duty day is 7:30-11:30 and then 4:00-8:00, the teacher will need to use PAL time if they cannot work during those hours.
 - Teachers shall request a substitute teacher when required by their supervisor.
 - Teachers should take Paid Absence Leave for absences occurring during the regular duty day.
-

Combination Classes

Teachers who have agreed to teach a combination class (example: 9/10 English) excluding special education shall be paid at the hourly rate of BA00 per day for the days they have the combined class. A combined class is the result of courses that would otherwise be crashed.

Salary

Longevity

Teachers on step R will receive \$200 for every year they have worked as a teacher in the district not to exceed \$7,000 per year.

Teachers must be hired by January 2 in order to receive credit for a full year.

Teachers on a full-year leave of absence will not receive credit for that year.

Longevity

- Example 1: A teacher reaches Step r in the 2024-25 school year and is starting their 18th year in the district. That teacher will receive an additional \$3,600 dollars. They will receive \$3,800 in the 2025-26 school year if they continue teaching in the district.
 - Example 2: A teacher has already been on Step r and in the 2024-25 school year will be starting their 35th year in the district. That teacher will receive an additional \$7,000 dollars. They will receive another \$7,000 in the 2025-26 school year if they continue teaching in the district.
-

Salary Schedule B
2024-2025

STEP	BA00	BA15	BA30	BA45	BA60	MA00	MA15	MA30	MA45	Spec/Doc
A										
B										
C										
D	52,679	55,107	57,109	58,956	61,898	61,898	63,939	65,778	67,734	69,324
E	54,632	57,165	59,183	61,205	64,475	64,475	66,649	68,571	70,507	72,097
F	56,609	59,257	61,369	63,534	67,111	67,111	69,363	71,340	72,879	74,469
G	58,586	61,352	63,557	65,877	70,324	70,324	72,731	74,800	77,005	78,595
H	61,135	64,015	66,715	69,219	77,143	77,143	79,595	81,972	84,550	86,140
I	66,628	69,634	72,452	75,061	83,339	83,339	85,895	88,394	91,069	92,659
J	66,628	69,634	72,452	75,061	83,339	83,339	85,895	88,394	91,069	92,659
K	66,628	69,634	72,452	75,061	83,339	83,339	85,895	88,394	91,069	92,659
L	70,423	73,426	76,246	78,853	87,118	87,118	89,676	92,156	94,842	96,432
M	70,423	73,426	76,246	78,853	87,118	87,118	89,676	92,156	94,842	96,432
N	70,423	73,426	76,246	78,853	87,118	87,118	89,676	92,156	94,842	96,432
O	73,500	76,502	79,320	81,931	90,194	90,194	92,752	95,231	97,920	99,510
P	73,500	76,502	79,320	81,931	90,194	90,194	92,752	95,231	97,920	99,510
Q	73,500	76,502	79,320	81,931	90,194	90,194	92,752	95,231	97,920	99,510
R	78,554	81,592	84,446	87,089	95,455	95,455	98,045	100,556	103,277	104,867

2024-2025 Salary Schedule for those hired on or before June 30, 2020

Salary Schedule B**2024-2025****Teachers hired on or after 7/1/2020**

STEP	BA00	BA15	BA30	BA45	BA60	MA00	MA15	MA30	MA45	Spec/Doc
A										
B										
C										
D	52,679	55,107	57,109	58,956	61,898	61,898	63,939	65,778	67,734	69,324
E	54,632	57,165	59,183	61,205	64,475	64,475	66,649	68,571	70,507	72,097
F	56,609	59,257	61,369	63,534	67,111	67,111	69,363	71,340	72,879	74,469
G	58,586	61,352	63,557	65,877	70,324	70,324	72,731	74,800	77,005	78,595
H	61,135	64,015	66,715	69,219	77,143	77,143	79,595	81,972	84,550	86,140
I	66,628	69,634	72,452	75,061	83,339	83,339	85,895	88,394	91,069	92,659
J		69,634	72,452	75,061	83,339	83,339	85,895	88,394	91,069	92,659
K		69,634	72,452	75,061	83,339	83,339	85,895	88,394	91,069	92,659
L		73,426	76,246	78,853	87,118	87,118	89,676	92,156	94,842	96,432
M			76,246	78,853	87,118	87,118	89,676	92,156	94,842	96,432
N			76,246	78,853	87,118	87,118	89,676	92,156	94,842	96,432
O			79,320	81,931	90,194	90,194	92,752	95,231	97,920	99,510
P				81,931	90,194	90,194	92,752	95,231	97,920	99,510
Q				81,931	90,194	90,194	92,752	95,231	97,920	99,510
R					95,455	95,455	98,045	100,556	103,277	104,867

2024-2025 Salary Schedule for those hired on or after July 1, 2020

Something missing?

If some information is missing from this reference and you would like it added, contact Adam Hayes at adam.hayes@edmn.org