

## **MEMORANDUM OF UNDERSTANDING PRE-SCHOOL TEACHERS**

This Memorandum of Understanding is entered into between Independent School District No. 834, Stillwater, Minnesota (hereinafter referred to as the "School District") and the St. Croix Education Association (hereinafter referred to as the "SCEA").

WHEREAS, the School District and the SCEA are in the process of negotiating the 2019-2021 SCEA Master Contract; and

WHEREAS, the current contract includes an Article (Article XXIII), which covers ABE and ECFE Teachers; and

WHEREAS, pre-school teachers are not currently specifically covered under the terms of the SCEA Master Contract in that they are not required to be licensed/certified by the State Board of Teaching, as stated in Article III, Section 2, nor are they considered an ABE or ECFE teacher; and

WHEREAS, because pre-school teachers are not required to hold a license or be certified by the state, the District is not required to consider them be covered under the terms of the SCEA Master Contract; and

WHEREAS, beginning in approximately 2006, the District began employing pre-school teachers on a very limited basis; and

WHEREAS, beginning with the 2017-18 school year, the District significantly expanded the pre-school program, including employing teachers who were teaching both a.m. and p.m. sessions, on nearly a full time basis; and

WHEREAS, as provided under the 1972 Amendment of the Fair Labor Standards Act, pre-school teachers in Stillwater Area Public Schools would be considered exempt, similar to other teachers covered under the SCEA Master Contract.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that:

1. Pre-school teachers play an important role in Stillwater Area Public Schools; and
2. Pre-school teachers have no continuing contract rights; and
3. There is not a mutual interest in removing pre-school teachers from coverage under the terms of the SCEA Master Contract at this time; and
4. It is important to have clear and specific language to address the terms under which pre-school teachers will be employed; and
5. The following Terms of Employment will apply to pre-school teachers, beginning with the 2020-2021 school year, and continuing until such time as a 2021-2023 Master Contract is ratified:

**INTRODUCTION:** The following articles apply to pre-school teachers who are included in the bargaining unit.

Article I:	Purpose of Contract
Article II:	Recognition of Exclusive Representative
Article III:	Definitions
Article IV:	School Board Rights
Article V:	Teacher Rights
Article VI:	Association Rights
Article VII:	Compensation and Salary Schedules
Article VIII:	Supplemental Compensation
Article IX:	Insurance
Article X:	Leaves (except Section 4 - SABBATICAL LEAVE)
Article XI:	School Year (except Subd. 1 – See Section 1, WORK YEAR, below)
Article XII:	Teaching Responsibilities and Conditions (Except Section 1 – Basic Day; See Section 1 – CONTRACT YEAR)
Article XIII:	Additional Activities
Article XIV:	Summer and Extended Employment
Article XV:	Grievance Procedures
Article XVI:	QSC Committee
Article XVII:	Teacher Retirement
Article XVIII:	Employment Practices (only Section 3 - Equal Rights applies)
Article XXII:	Teacher Protection and Student Discipline (except Sections 3 - FIRST REMOVAL FROM THE CLASSROOM and 4 - SECOND REMOVAL FROM THE CLASSROOM)
Article XXIV:	Additional Provisions
Appendices:	A-1, A-1Q, A-2, A-2Q, B

**Section 1 - WORK YEAR:** The parties acknowledge that the limitation of the contract terms of duty days, hours, normal school calendar, etc., do not apply to pre-school teachers. The parties further acknowledge that pre-school programs will be conducted over the period of the fiscal year on a calendar necessarily different from that of the K-12 teaching staff. A pre-school teacher's work year shall be determined on a year to year basis, as determined by the actual pre-school school calendar, however, a regular full work year will not be less than 146 days. A pre-school teacher's initial FTE shall be calculated on a pro-rata basis of a full time classroom teacher's FTE at 1440 hours per year, in accordance with Article XII, Teaching Responsibilities. In determining a teachers actual FTE, the District shall round the FTE out to up to five decimal places.

**Section 2 - HOLIDAYS:** Pre-school teachers shall be eligible for all teacher holidays that fall within their work year.

**Section 3 – PREP TIME:** For purposes of calculating prep time, pre-school teachers whose work day is at least seven and one-half hours long (including lunch) shall be provided prep time on the same basis as a full time teacher in accordance with Article XII, Section III, i.e. 90 minutes of prep per day.

**Section 4 - LEAVES:** With the exception of Sabbatical Leave, which pre-school teachers are not eligible for, pre-school teachers shall be eligible for leaves in accordance with Article X, on pro-rata basis, based on the number of work days per year as compared to a full time teacher. In calculating leaves, days allocated shall be rounded up to the nearest half.

**Section 5 - SENIORITY:** Seniority commences on the date on which a pre-school teacher is hired as a pre-school teacher. Teachers hired in the pre-school program shall accumulate no seniority on the K-12 teachers' seniority list. A separate seniority list will be maintained for pre-school teachers.

The pre-school seniority list will be posted within the worksite(s) on or before October 15 of each year. Any teacher who feels that an error has been made on the seniority list shall notify the Executive Director of Human Resources in writing of the alleged error by November 15. The Executive Director of Human Resources, or designee, shall respond to the teacher with a copy to the Association within 15 working days of receipt of the written notice. A teacher may challenge the correctness of the list, however, in the absence of a written grievance being filed within ten days from the date of posting, the posted list will be conclusively deemed to be correct. In the event there are revisions made to this seniority list pursuant to this subsection, a revised seniority list shall be issued.

**Section 6 - STAFF REDUCTIONS AND RECALL:** When the School District concludes that it is necessary to reduce the number of pre-school teachers, the release shall be in seniority order, unless the School District can show program justification for departing from strict seniority. When a workload reduction is known ten working days prior to the start of the school year, less senior teacher's assignments will be reduced before more senior teachers unless reasonable program justification exists for departing from strict seniority. Cancellation of classes during the school year shall not cause the reassignment of senior teachers to classes assigned to junior teachers. Pre-school teachers may only exercise seniority rights within their separate seniority list and may not displace K-12, ABE or ECFE teachers through the exercise of their seniority. K-12, ABE or ECFE teachers may not displace pre-school teachers through the exercise of their seniority.

Recall shall normally be in seniority order. A teacher with the greatest seniority shall be recalled first from the layoff list, unless the School District can show justification for departing from the strict seniority. Teachers eligible for recall shall be appropriately notified.

**Section 7 – ASSIGNMENT, VACANCIES AND PLACEMENT:**

**Subd. 1** - Assignment of classes within the pre-school programs is at the discretion of the School District.

**Subd. 2** - All vacant positions shall be posted within the pre-school worksite(s) utilizing the following procedures:

- A. In the event vacancies occur after the close of the school year and up to ten working days prior to the beginning of the forthcoming school year, the School District shall prepare and post a notice of such vacancy for five working days. Any properly licensed teacher employed by pre-school may apply in writing for a vacancy and all

written applications shall be considered. If, in the opinion of the administration, applicants already employed among the pre-school staff are acceptable and equally qualified, preference will be given to the most senior candidate. Unsuccessful candidates for a position shall be so notified of the decision.

- B. When vacancies occur within ten working days of the beginning of a school year or after the first student contact day, such a vacancy may be filled on a temporary basis until the end of the school year at which time the position will be considered vacant.

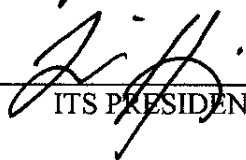
Subd. 3 – Pre-school teachers shall be allowed to apply for a transfer to regular, continuing contract positions during the internal spring posting process, however, such requests for transfer shall not be subject to the grievance procedures provide in Article XV.

ST. CROIX EDUCATION ASSOCIATION

INDEP. SCHOOL DIST. 834, STILLWATER

DATE: 8/31/20

DATE: \_\_\_\_\_

BY   
ITS PRESIDENT

BY \_\_\_\_\_  
FOR THE DISTRICT