

**2021-23
MASTER AGREEMENT**

between

**SWWC Certified Staff Association,
Education MN**

and



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**between
SWWC Certified Staff Association, Education MN
and
Southwest West Central Service Cooperative (SWWC)**

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ARTICLE I **PURPOSE**

Section 1. Parties: THIS AGREEMENT is entered into between the Southwest West Central Service Cooperative, Marshall, Minnesota, hereinafter referred to as "SWWC" and the SWWC Certified Staff Association, Education MN, hereinafter referred to as the "Association" pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA, the SWWC recognizes the Association as the exclusive representative of teachers employed by SWWC, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the Agreement.

Section 2. Appropriate SWWC: The exclusive representative shall represent all the teachers of SWWC as defined in this Agreement and in said Act.

ARTICLE III **DEFINITIONS**

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of teachers the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Teacher: The term "teacher" is defined in M.S. 122A.40, Subdivision 1: "A principal, supervisor, and classroom teacher, and any other professional employee required to hold a license from the state department shall be deemed to be a teacher within the meaning of this section. A superintendent is a teacher only for purposes of Subdivisions 3 and 19." This definition applies to the term "teacher" in this Agreement except that the following SWWC employees are excluded for purposes of this Agreement: executive director, special education directors, director of administrative services, director of teaching and learning services, director of risk management, director of finance, manager of operations, manager of information technology, manager of member services, administrator of alternative programs, principals, other project directors/project coordinators as determined by the executive director, persons who devote over 50% of their time to SWWC administrative duties, confidential and essential employees, and such other employees as are excluded by law.

Section 3. SWWC: For purposes of administering this Agreement, the term "SWWC" shall mean the Board of Directors of SWWC or its designated representative.

Section 4. "Meet and Negotiate": Means the performance of the mutual obligations of SWWC and the Association to meet at reasonable times, with the good faith intent of entering into an agreement with respect to terms and conditions of employment; provided, that by such obligation neither party is compelled to agree to a proposal or required to make a concession.

Section 5. "Meet and Confer": Means the exchange of views and concerns between SWWC and the Association. Meet and Confer shall occur at least once every four months, or more often upon mutual agreement.

Section 6. "Designated Office Location": Means the location designated as the teacher's office.

Section 7. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA and M.S. 122A.40.

ARTICLE IV **SWWC RIGHTS**

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

Section 2. Management Responsibilities: The Association recognizes the right and obligation of the Board of Directors of SWWC to efficiently manage and conduct the operation of SWWC within its legal limitations and with its primary obligation to provide equal educational opportunities for the students of southwest and west central Minnesota.

Section 3. Effect of Laws, Rules, and Regulations: The Association recognizes that all teachers covered by this Agreement shall perform services prescribed by the Board of Directors and shall be governed by the laws of the State of Minnesota, and by the Board of Directors' rules, regulations, directives, and orders, issued by properly designated officials of SWWC.

The Association also recognizes the right, obligation, and duty of the Board of Directors and its duly designated officials to promulgate rules, regulations, directives, and orders as deemed necessary by the Board of Directors insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and recognizes that the Board of Directors, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules, and regulations of the State Board of Education, and valid rules, regulations, and orders of state and federal governmental agencies.

Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

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

ARTICLE V **TEACHER RIGHTS**

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the condition of compensation of public employees or their betterment, so long as the same is not intended to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the Association; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 3. Dues Check Off:

Pursuant to PELRA, the Association shall be allowed dues check off. The Association shall submit notice to SWWC of any teacher who has completed a signed membership application as authorization of such dues check off. SWWC will notify the Association of all new teachers eligible to be represented by the Association hired within five (5) days of board action to hire such teachers.

Subd. 1. Deduction: Pursuant to such notice, SWWC shall deduct Association dues in eighteen (18) equal installments beginning on the first pay period in October. Teachers under contract for less than the full year or for less than full time, will have their dues appropriately prorated to complete payments by the last pay period in June.

The dues checkoff will continue in effect until termination of employment or revocation by the teacher. Revocation will be in writing to the Association and allowed only during the window provided by Education Minnesota. The Association will notify its members and SWWC if this window changes from the prior year by June 30.

Subd. 2. SWWC Remittance of Dues: With respect to all sums deducted by SWWC for membership dues, SWWC will remit to the Association, within ten (10) working days after the last working day of each month, the total amount deducted, accompanied by an alphabetical list of teachers to whom such deductions have been made.

Subd. 3. Association Responsibility: One week prior to the first pay period in October and updates as needed, the Association will provide SWWC a roster of membership and appropriate deduction for each member. In addition, the Association will furnish a monthly notice of membership changes and any other information needed by SWWC to fulfill the provisions of this section, and not otherwise available to SWWC.

Section 4. Use of Facilities: Duly authorized representatives of the Association shall be permitted to transact Association business in SWWC facilities at all reasonable times that do not interfere with normal work operations. The Association shall have the right to the reasonable use of SWWC facilities and equipment when such equipment is not otherwise in use. The Association shall pay for the current costs of all materials and supplies, including telephone, automobile, and travel costs incident to the use of SWWC equipment. SWWC shall retain the right to approve or deny the use of SWWC facilities.

Section 5. Information Sharing: SWWC agrees to provide upon the request of the Association all information pertaining to its budget, both present and proposed, revenues, and other financing information. The Association shall pay for reproduction costs for materials in excess of one copy each.

Section 6. Posting of Openings or New Positions: All professional openings or new positions and requirements shall be posted on SWWC website for three (3) days before filling said position.

Section 7. CSA Executive Committee Establish Goals: The CSA Executive Committee shall be allowed to meet on a non-student contact day to establish goals which coincide with SWWC goals. The CSA Executive Committee shall present their goals to SWWC Board of Directors.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

Section 1. Basic Compensation:

Subd. 1. 2021-22 Rates of Pay: The wages and salaries reflected in Appendix A, attached heretofore, shall be effective only for the 2021-22 school year and teachers shall advance one increment on the salary schedule.

Subd. 2. 2022-23 Rates of Pay: The wages and salaries reflected in Appendix B, attached hereto, shall be effective only for the 2022-23 school year and teachers shall advance one increment on the salary schedule.

Section 2. Matching Benefits: After one year of employment, SWWC will match up to \$2,500 per school year to a teacher's matching benefits. Matching benefits may include a tax-deferred matching contribution plan pursuant to Minn. Stat. 356.24 (2007), as amended, and in accordance with SWWC's 403(b) Plan documents and/or Thrive Flexible Matching program. A teacher must work the equivalent of at least 150 days per fiscal year to be eligible for the Matching Benefits.

Section 3. Status of Salary Schedules: The salary schedules shall not be construed as a part of a teacher's continuing contract. SWWC reserves the right to pay above schedule as it deems appropriate. In the event a successor agreement is not entered into prior to the expiration date of this agreement, a teacher shall be compensated according to the previous year's compensation until such time as a successor agreement is executed.

Section 4. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by SWWC or to an approved program as determined by SWWC.

Subd. 2. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree submitted for lane changes must be graduate credits with an overall earned grade average of at least "B." A "pass" or "satisfactory" grade shall be deemed to be a "B." (See Section 8.)

Subd. 3. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the director and executive director or his/her designee in writing prior to the taking of the course. The executive director may in individual cases approve undergraduate credits or workshops where they have particular merit for the teacher's assignment.

Subd. 4. Effective Date: Individual contracts will be modified to reflect lane changes twice each year.

- a. At the beginning of the contract year, providing a transcript or a grade report of qualified credits is submitted to the executive director's office no later than September 15 of each year. Credits submitted by transcript or grade report after September 15, even though otherwise qualifying shall not be considered until February 15.
- b. Effective February 15 of the contract year, providing a transcript of qualified credits is submitted to the executive director's office no later than February 15. Credits after February 15 shall not be considered until the following contract year.
- c. If a transcript or grade report is not available by September 15 or February 15, other satisfactory evidence of successful completion of the course may be accepted pending receipt of official transcript or grade report; however, any pay adjustment shall not be made until the official transcript or report is made.

Subd. 5. Advanced Degree Program: A teacher shall be paid on the master's degree lane or higher lane only if the degree program is germane to the teaching assignment as determined by SWWC, and the degree program is approved in writing by the executive director in advance.

Subd. 6. Application: Credits applying to lanes beyond the MA or Specialist degree must be completed after the granting of the MA or Specialist degree or equivalent credits required for licensure. Applicable credits applying to this provision must be earned at an accredited college or university; provided, however, exceptions to this may be made by the executive director. Credits

which involve primarily TV viewing, correspondence work, or self-study will be approved only at the discretion of the executive director. (See Section 8.)

Subd. 7. Prior Experience: The initial placement of a teacher on the salary schedule shall be determined by SWWC.

Section 5. Pay Deduction: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of duty days shall be deducted for each day's absence.

Section 6. Contract Payments: Contract payments will be made semi-monthly on twelve (12) month basis.

Section 7. Compensation Payments: Salary and/or financial compensation payments shall comply with all terms and conditions of the Master Agreement; the Master Agreement shall be retroactive to July 1, 2021.

Section 8. Continuing Education Units (CEU) to Graduate Credit: CSA Staff will be allowed to convert 45 CEUs to 1 semester graduate credit for lane change utilizing the following criteria:

- The CEU training experience must be pre-approved in writing by the CSA member's director or supervisor.
- Convertible CEUs are those obtained beyond the 125 necessary for re-licensure in the current re-licensure period.
- If there is a registration fee for the CEU experience that takes place during contracted working hours, CSA members must pay for the training themselves.
- Credits earned under this provision may not be used to move between degree levels.
- Training experiences that take place after contracted working hours, whether paid by SWWC or that carry no registration fee, are acceptable if they meet the criteria indicated above.

ARTICLE VII **EXTRA COMPENSATION**

Section 1. Special Services: In the event that special services (e.g., administration of a program or supervision of other staff) are required by a teacher, he/she will have the right to negotiate additional remuneration for those duties and may request the Association to be their spokesperson.

Section 2. Travel: The following shall govern travel by members of the Association on behalf of SWWC.

Subd. 1. Professional Meetings: Travel and other expenses involved in attending professional and other job related meetings shall be paid at a rate paid to state employees if approval is secured from immediate supervisor. Actual costs of meals shall be paid if part of workshop, convention, or professional meeting.

Subd. 2. Authorized Travel: Authorized travel to be performed by automobile must be done in vehicles owned or leased by SWWC when available.

Subd. 3. Mileage Allowance: Mileage allowance will be paid to each teacher for the actual number of miles driven in an automobile other than those operated by SWWC, in the performance of his/her duties. The distance shall be determined from the teacher's designated office location or residence to destination, whichever is less. Exceptions to this rule may be made by the executive director.

Subd. 4. Mileage Rate: Reimbursements shall be at no less than the rate paid state employees for similar reimbursement.

Subd. 5. Personal Vehicles: No additional reimbursements will be made for any expense incidental to the operation or maintenance of such personal cars, except toll and parking charges. If intermediate or side trips are made, they and reasons thereof shall be shown on the mileage report. The teachers shall share rides whenever feasible.

Subd. 6. Expense Accounts: A teacher who claims reimbursement for expenses incurred in travel must file with the expense account properly executed receipts of transportation, accommodations, and other items of expense, including meals and taxi fare. All receipts must be issued on a regular receipt form or upon the letterhead of the person or firm furnishing the services.

Section 3. Professional Memberships/Dues: Members of the Certified Staff Association who are eligible for benefits shall be allowed up to \$150 per year for professional dues and memberships excluding dues for membership in an organized bargaining group and/or union (Education MN). Memberships shall be by prior approval of the CSA person's director and shall be relevant to his or her professional position. The process for claiming reimbursement shall be per Board policy.

Section 4. Reimbursement for Damages: An employee may request reimbursement for the cost of replacement or repair of personal property damaged or destroyed while the employee is engaged in the performance of his/her assigned duties. The maximum reimbursement is \$500 per incident based on receipts and/or a police report. The incident must also be reported to the director in charge within forty-eight (48) hours. Reimbursement made under this Article is gratuitous and does not indicate that SWWC has accepted liability for the incident.

Section 5. Longevity Pay: To acknowledge the career service, effective July 1, 2022, employees of SWWC within the Certified Staff Association may be eligible for a Longevity Benefit Plan is initiated as follows:

After Year 3	\$500
After Year 7	\$1,000
After Year 11	\$1,500

To be eligible for this benefit, a CSA staff member must have served continuously within the CSA group based on the last date of hire and must be working at a minimum of .75 FTE during that same time period. Years of service shall be years of service in the CSA Group and longevity changes will happen on July 1 in the fiscal year following the employee becoming eligible. The stipend will be distributed across all paychecks. After reaching each longevity step, the stipend would continue until the next level of longevity was achieved.

ARTICLE VIII **GROUP INSURANCE**

Section 1. Selection: The selection of the insurance carrier and policy shall be made by SWWC as provided by the law. The selected group health and hospitalization plan must be in compliance with the PPACA.

Section 2. Insurance:

Subd. 1. Eligibility. A teacher must work the equivalent of at least 150 days per fiscal year to be eligible for insurance fringe benefits.

Subd. 2. SWWC will contribute up to the maximum amounts as indicated toward the cost of medical insurance presently constituting SWWC's fringe benefit package. The applicable maximum shall be determined by the type of medical coverage (single or family) selected by the

teacher. When a teacher changes from single to family coverage or vice-versa, the allowance shall be prorated according to the coverage applicable for each month.

Subd. 3. Teachers selecting single medical coverage shall not receive a cash reimbursement for the difference between the single and family coverage benefits.

Subd. 4. Teachers shall be required to enroll in one of the health plans offered by SWWC; the only exception is an eligible waiver for other group coverage.

Section 3. Establishment of VEBA with Health Reimbursement Arrangement for Active Employees

Subd. 1. Establishment of VEBA: Employer shall make available a VEBA Plan 833 and Trust to all qualified bargaining unit members who exercise their option to enroll in the high deductible health insurance program offered in Subdivision 5. Employer and employees assent to, and ratify, the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a Voluntary Employees' Beneficiary Association under Section 501(c)(9) of the Internal Revenue Code.

The employer will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the Flexible Spending Account (Section 125) plan year that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the VEBA Plan second.

The VEBA plan year will begin and end on the same dates as the high deductible health insurance program offered in Subdivision 5.

Subd. 2. Benefits provided through the VEBA: SWWC shall provide the following welfare benefit arrangement through the VEBA Plan:

A health reimbursement arrangement for active employees described in summary and available on the Employee Portal or by request from SWWC.

Subd. 3. Administration and Investment Fees and Expenses: Administration Fees per individual account per month are determined by the vendor. The interest rates on cash deposits under the Premium Saver Option is available by request from SWWC. The interest rates on cash deposits may be increased or decreased by SelectAccount from time to time to reflect market conditions. Employees shall have administrative fees allocable to their individual VEBA account deducted from their paycheck. Administrative Fees are subject to change from time to time.

Investment Fees are \$1.50 per individual account per month. Investment Fees are only assessed when a participant directs the investment of his or her account in mutual funds that are made available through SelectAccount pursuant to the terms of the VEBA Plan and Adoption Agreement. Investment Fees are subject to change from time to time. No sales load will be charged on mutual funds. Mutual funds made available as investment alternatives may charge certain management, administration, marketing and similar fees depending on the funds selected (the "expense ratio"). The expense ratio will be applied against a participant's investment in said funds. Investment Fees of current employees who are active participants in the VEBA Plan shall be paid from individual accounts.

Administration and Investment fees allocable to individual accounts of current employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid from individual accounts. Administration and Investment fees allocable to the individual accounts of former employees shall be paid from individual accounts. Administration and Investment fees allocable to the individual accounts of retirees shall be paid from individual accounts. If the VEBA Plan is terminated or if Employer

Contributions cease by agreement between the parties, and account balances Administration and Investment fees shall be paid from individual accounts.

All participants in the VEBA shall be enrolled in the Crossover Program, except as described below, on a date to be determined and communicated in advance. Under the Crossover Program, claims for medical expenses that are not reimbursed through insurance (i.e., subject to

the deductible, co-pays or coinsurance) are submitted electronically from the group health plan to the VEBA plan, and reimbursements from the VEBA Plan are automatically generated to employees, either by check, or at the election of the employee, by direct deposit. Participants in the VEBA who do not wish amounts to be automatically debited from their VEBA accounts may opt out of the Crossover Program.

Subd. 4. Employer Contributions to the Health Reimbursement Arrangement for Active Employees: SWWC will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members in the amount of:

\$50 per month (\$600 annually) for each qualified employee who elects single coverage under the group health plan described in Subdivision 5; or

\$100 per month (\$1,200 annually) for each qualified employee who elects family coverage under the group health plan described in subdivision 5.

The contribution will be made on the first of each month over the VEBA Plan year. If a participant in the VEBA Plan is entitled to receive an annual contribution that is prorated on a monthly basis over the VEBA Plan year, and the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the VEBA Plan, the employer shall, at the participant's request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim. The total contribution for such a participant shall in no event exceed the contribution to which he or she was originally entitled to for that year.

If a qualified bargaining unit member enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the employer shall prorate the amount of the employer contribution to reflect the late entry.

All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Subdivision 5 below. If participant dies without a spouse or legal dependent for federal tax purposes, and to the extent required to protect the tax status of the health reimbursement arrangement, amounts remaining in the participant's account shall be forfeited and applied to reduce administrative expenses or future Employer contributions to the Plan.

Subd. 5. High Deductible Health Plan: SWWC shall make available a high deductible health plan described in summary and available on the Employee Portal or by request from SWWC to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, SWWC shall contribute:

VEBA 833:

2021-22:

\$7,237 towards the annual premium cost for single group health coverage, or
\$14,642 towards the annual premium cost for family group health coverage.

2022-23:

\$7,668 towards the annual premium cost for single group health coverage, or
\$15,513 towards the annual premium cost for family group health coverage.

The parties understand that the high deductible health plan described in summary provides that deductibles and out-of-pocket maximums will be increased each year to keep pace with inflation.

Section 4. Establishment of HSA for Active Employees

Subd. 1. Introduction. Employer shall make a Health Savings Account (“HSA”) arrangement available subject to the terms of this agreement for eligible employees who are members of the following collective bargaining unit(s): SWWC Certified Staff Association (“Employees”).

Subd. 2. Eligibility. Employees may be eligible to establish and contribute to an HSA under this arrangement if they meet the following requirements:

- a. The employee must be eligible for and enrolled in a high deductible health plan (“HDHP”) established by employer and described in Section 223 of the Internal Revenue Code (“Code”).
- b. The employee may not enroll in or be covered by any health plan that is not a high deductible health plan (“Disqualifying Coverage”). For this purpose, disqualifying coverage includes coverage under (1) a general-purpose health flexible spending arrangement (a “health FSA”) that is part of a cafeteria plan under Section 125 of the Code and that is made available through the employer or through the employer of a spouse or dependent, (2) coverage under a group health plan that is not an HDHP, including coverage made available through the employer or through the employer of a spouse or dependent, (3) coverage under a health reimbursement arrangement (an “HRA”), including coverage through the Minnesota Service Cooperative VEBA Plan (the “VEBA”), whether offered through the employer or through the employer of a spouse or dependent, and (4) coverage under Medicare, Medicaid, or TRICARE.
- c. The employee may not be claimed as a dependent by another taxpayer (other than his or her spouse) on the taxpayer’s individual income tax return.

The employer is not responsible for determining whether employees are eligible to establish or contribute to an HSA. Once an HSA is established, it belongs to the employee. The employee has sole control and is exclusively responsible for his or her HSA. Employer is unable to respond to individual tax questions, and employees should consult with a tax professional if necessary.

Subd. 3. High Deductible Health Plan. Employer shall make a HDHP plan available to eligible employees effective July 1, 2009 (the “Effective Date”). The HDHP is described in summary and available on the Employee Portal or by request from SWWC. Employees that are not eligible for and enrolled in the HDHP are not eligible to participate in the HSA arrangement.

With respect to eligible employees who enroll in the HDHP employer shall contribute towards the annual premium cost for group health coverage as follows:

2021-22

\$7,837 annually for each qualified employee who elects single coverage under the group health plan; or

\$15,842 annually for each qualified employee who elects family coverage under the group health plan.

2022-23

\$8,268 annually for each qualified employee who elects single coverage under the group health plan; or

\$16,713 annually for each qualified employee who elects family coverage under the group health plan.

Deductibles and out-of-pocket maximums under the HDHP are indexed for inflation, and will increase on annual basis under a predetermined formula.

Subd. 4. Health Savings Accounts. Employer shall designate a custodian to receive contributions to health savings accounts ("HSAs"), as defined in Section 223 of the Code. Eligible employees who enroll in the HDHP, and who are otherwise eligible to contribute to an HSA ("HSA-Eligible Employees"), may contribute and receive employer contributions to an HSA through the employer's cafeteria plan under Section 125 of the Code. The employer is only required to make or forward contributions to the HSA custodian it designates. Information on the HSA custodian is available on the Employee Portal or by request from SWWC.

The decision to establish an HSA with the custodian selected by employer is completely voluntary. Employer may not: (i) limit the ability of employees to move funds to another HSA beyond restrictions imposed by the Code; (ii) impose conditions on utilization of HSA funds beyond those permitted under the Code; (iii) make or influence the investment decisions with respect to funds contributed to an HSA; (iv) represent that the HSA is part of an employee welfare benefit plan established or maintained by the employer; or (v) receive any payment or compensation in connection with the HSA.

To facilitate the timely establishment of HSAs (and ensure that medical expenses incurred after the effective date are eligible for reimbursement), employer may establish and contribute to HSAs as of the effective date for all HSA-eligible employees. Employees agree to complete, sign, and return an enrollment application and HSA custodial agreement. Employer makes no representation as to the date that an HSA will be treated as established by the IRS, and recommends that employees complete, sign, and return an enrollment application on or before the effective date.

Employer will make contributions to the HSAs of HSA-eligible employees in accordance with the following schedule:

Any excess employer contribution will be placed in the HSAs of HSA-eligible employees. The employer is entitled to rely on any statement by employees that they are eligible for an HSA. However, the employer shall not make or forward any contribution to an HSA if the employer has actual knowledge that that the employee is not eligible to contribute to an HSA.

The contribution will be made on a monthly basis over the HDHP plan year. If an HSA-eligible employee or their spouse or dependent incurs one or more claims for eligible health expenses that exceed the employee's account balance in the HSA and are not covered by other insurance, the employer shall, at the employee's request, accelerate its prorated contribution for that year to the extent necessary to reimburse the employee for the claim, but not exceeding the annual contribution described above.

If HSA-eligible employee enters the HDHP as a participant on a date after the first day of the HDHP plan year, the employer shall prorate the amount of the employer contribution to reflect the late entry.

All contributions to an individual's HSA shall cease on the date he or she becomes ineligible to receive contributions to an HSA for any reason. Employer is not responsible for monitoring when and whether an employee becomes ineligible for this purpose.

Subd. 5. Payment of Administrative Fee. Administrative fees allocable to individual HSAs of active employees who are participants in the HDHP shall be paid from the HSA. Administrative fees allocable to individual HSAs of active employees who have accrued a balance in their HSAs

but are no longer eligible to contribute to the HSA shall be paid from the HSA. Administrative fees allocable to the individual HSAs of former employees shall be paid from the HSA. Administrative fees allocable to HSAs of retirees shall be paid from the HSA. If employer contributions cease as a result of collective bargaining or any agreement related thereto, administrative fees shall be paid from the HSA.

Subd. 6. Coordination with other Coverage.

- a. General Rule. No contributions will be made to HSAs of employees who have other coverage through the employer that is disqualifying coverage.
- b. Coordination with VEBA. If an employee is a current or former participant in the Minnesota Service Cooperative VEBA Plan (the "VEBA"), and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the VEBA plan year, the employee shall elect a coverage option under the VEBA that limits payment or reimbursement from the VEBA to vision care, dental care, preventive care (as defined in Code section 223(c)) or eligible health expenses incurred after he or she satisfies the applicable minimum deductible for self-only or family coverage described in Code Section 223(c), as applicable, and as adjusted for changes in cost-of-living under Code Section 223(g) ("Limited Purpose Coverage").
- c. Coordination with Health FSA. If an employee participates in a health FSA of the employer, and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the health FSA plan year, the employee shall decline coverage under the health FSA for the plan year, or shall elect limited purpose coverage under the health FSA for that year.

Section 5. Liability Insurance: Apart from the fringe benefit package, SWWC will provide liability insurance and worker's compensation insurance for all teachers.

Section 6. Term Life Insurance: Commencing July 1, 1991, or as soon thereafter as is practicable, SWWC shall purchase and pay the premium for a \$50,000 group term life insurance policy for each eligible teacher. Eligibility is defined in Section 2, Subd. 2 above.

Section 7. Long-Term Disability: SWWC shall purchase and pay the premium for long-term disability insurance for each eligible teacher as defined in Section 2, Subd. 2 above.

Section 8. Claims Against the SWWC: It is understood that SWWC's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against SWWC as a result of denial of insurance benefits or coverage of a particular individual by an insurance carrier.

Section 9. Duration of Insurance Contribution: A teacher is eligible for SWWC contribution as provided in this Article as long as the teacher is employed by SWWC. Upon termination of employment, all SWWC contributions shall cease.

Section 10. Employer-Sponsored Group Medicare Supplemental Insurance for Employees and Dependents.

Subd. 1. Coverage and Effective Date. Effective January 1, 2010 (the "Effective Date"), employer shall make available one or more group Medicare supplemental health insurance policies for hospital, medical and prescription drug coverage ("Medicare Supplemental Insurance"). The Medicare Supplemental Insurance is described in summary and available by request from SWWC.

Subd. 2. Eligibility. Medicare Supplemental Insurance is only available to former employees and dependents of former employees if the former employee or dependent is (1) eligible for and

enrolled in Medicare (including Parts A, B, and D, as may be required by the terms of the supplemental coverage selected by the individual) and is (2) entitled under Minnesota law to continue indefinitely in employer-sponsored group health insurance. For this purpose, a "dependent" has the same meaning as under the employer's group health plan for active employees, and a former employee may receive dependent coverage only if the employee received dependent coverage immediately before leaving employment.

In addition, such former employees and dependents (hereafter, "Eligible Individuals") must fall within one or more of the classifications described below.

- a. Voluntary Coverage. The following eligible individuals may voluntarily elect coverage under a Medicare Supplement policy in lieu of other coverage available through the employer:
 - (1) Former employees who have not yet attained age 65, but who are entitled to Medicare because of disability;
 - (2) Dependents of former employees who are entitled to Medicare because of disability.
- b. Exclusive Coverage Available for Former Employees and Dependents age 65 or older. The Medicare Supplemental Insurance described herein is the sole and exclusive coverage option provided by the Employer for the following individuals:
 - (1) Former employees who have attained age 65 or older; and
 - (2) Dependents of former employees when both the dependent and the former employee are age 65 or older.

Subd. 3. End-Stage Renal Disease (ESRD). Notwithstanding the forgoing, individuals with ESRD shall not be eligible for Medicare Supplemental Insurance during the first 30 months of the individual's ESRD-based Medicare eligibility or entitlement, unless the individual was entitled to Medicare due to age or disability on a primary basis at the time he or she becomes eligible for ESRD-based Medicare.

Subd. 4. Contributions. Eligible Individuals shall pay 100% of the cost of coverage under the employer's Medicare Supplemental Insurance. Premiums are subject to change on an annual basis. The employer may discontinue coverage if an eligible individual fails to pay the premium when due. In no event shall the employer be responsible for the payment of any penalty or increased premiums as a result of an employee's late enrollment in Medicare.

Subd. 5. No Vested Rights. The benefits described herein will be provided during the term of this collective bargaining agreement ("Agreement"). In no event shall this agreement provide any individual with vested rights to benefits, rights or features under the employer's group health plan or Medicare Supplemental Insurance, nor shall employees who retire during the term of this agreement be provided any such vested rights. Nothing in this agreement requires the employer to maintain a group health plan or a Medicare Supplemental Insurance beyond the term of hereof. If and to the extent that future agreements provide for group health coverage, these agreements may result in changes to the employer's group health plan and Medicare Supplemental Insurance, including but not limited to changes in required contributions, covered procedures, available providers, deductibles, co-pays, or co-insurance. No modification of the terms of this agreement shall be effective unless it is in writing and signed on behalf of the employer and the union. No oral representation concerning the interpretation or effect of this agreement shall be effective to amend the agreement. Employer shall not be bound to provide any benefit deemed not to comply with state or federal law

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Sick leave, bereavement leave, personal leave, and unpaid leave benefits provided in this Article shall apply only to teachers working the equivalent of at least 150 days per fiscal year. However, teachers working 75 days or more, but less than 150 days will receive three sick leave days per year with a maximum accumulation maximum accumulation of 60 days.

Subd. 2. A teacher shall earn sick leave at the rate of 12 days for each year of service in the employ of SWWC. Annual sick leave shall accrue monthly as it is earned from August through May of each year. Twelve days of sick leave credit shall be provided upon beginning employment. Provided, however, that a teacher leaving SWWC having used more sick leave days than accrued, shall have such excess amount used deducted from his/her final paycheck. If SWWC reduces a teacher to less than 150 days, the teacher retains their accrued sick leave. If a teacher voluntarily requests a reduction less than 150 days, the teacher gives up their accrued sick leave.

Subd. 3. Unused sick leave days may accumulate to a maximum of 120 days of sick leave per teacher.

Subd. 4. Sick leave with pay shall be allowed whenever a teacher's absence is due to personal illness and/or disability that prevented his/her attendance at work and performance of duties on that day or days. This section applies only to sick leave benefits payable to the employee from the employer's general assets. If the reason for family leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by family leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 5. SWWC may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to personal illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to SWWC. In the event that a medical certificate will be required, the teacher will be so advised within a reasonable time.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request on the authorized sick leave pay request form available from SWWC.

Subd. 8. Worker's Compensation: Pursuant to M.S. 176, a teacher injured on the job in the service of SWWC and collecting worker's compensation insurance, may draw sick leave and receive full salary from SWWC if the teacher turns insurance payments received for lost time over to SWWC or the teacher may keep the insurance payments received for lost time and his/her salary will be reduced by that amount and only that fraction of the days not covered by the insurance will be deducted from his/her accrued sick leave.

Subd. 9. Bereavement: Up to five days leave per circumstance shall be allowed, the days to be deducted from sick leave, for death in the teacher's immediate family. The specific amount of leave allowed is subject to the discretion of the executive director depending upon the circumstances.

Immediate family is defined as the teacher's spouse, child, step-child, parent, step-parent, brother, sister, spouse's parent, grandparent, or other relative living in the same household as the teacher.

It is recognized that in some unique circumstances, other situations may be considered for bereavement leave. Under these special circumstances, a request may be made to the executive director for bereavement leave consideration only after personal leave has been exhausted. Each of these circumstances will be handled on a case-by-case basis with the decision by the executive director being final.

Section 2. Personal Leave:

Subd. 1. A teacher may be granted a leave at the discretion of the employee of no more than three days per year for situations that arise requiring the teacher's personal attention.

Subd. 2. Requests for personal leave must be made in writing to the executive director or his/her designee at least three days in advance, except in the event of emergencies.

Subd. 3. Any personal leave day requested for the day preceding or the day following holidays or vacations, scheduled in-service days, and the first two weeks and last two weeks of the work year unless students are not in school may be granted at the discretion of SWWC.

Subd. 4. No more than two (2) teachers may be gone from the same SWWC location/site on the same day for personal leave, unless granted at the discretion of SWWC.

Subd. 5. Unused personal leave: will be added to the teacher's final paycheck at the rate of \$150 per day.

Section 3. Jury Service: If a teacher is summoned for jury duty, he or she shall inform the proper officials, by letter, of the necessity for continued professional service insofar as qualified substitute teachers are not available; shall reimburse SWWC any per diem received for such jury services; and shall make every effort to obtain a deferment of jury service until such time as school is not in session. A copy of said letter shall be filed with the executive director.

In the event such deferment is not granted, the teacher shall be placed on paid jury leave for the duration of the required jury service and shall reimburse SWWC any per diem received for such jury service. The continuing contract shall remain in effect and the teacher shall retain all seniority, salary, and fringe benefits accrued prior to the leave, except that jury leave time for probationary teachers shall not be counted in determining the completion of the probationary period.

Section 4. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 5. Medical Leave:

Subd. 1. A continuing contract teacher who is unable to work because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one year. SWWC may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a doctor's written statement.

Subd. 2. A teacher making application for family leave shall inform the executive director in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3. If the reason for the family leave is occasioned by pregnancy, the teacher shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. SWWC may adjust the proposed beginning or ending date of a family leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a family leave, the Board of Directors shall not, in any event, be required to:

- a. Grant any leave more than six (6) months in duration.
- b. Permit the teacher to return to his or her employment prior to the date designated in the request for family leave.

Subd. 6. At the end of the family leave, a teacher shall be re-employed in a position which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination unless SWWC and the teacher mutually agree to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling SWWC to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on family leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A teacher who returns from family leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave.

Subd. 10. A teacher on family leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium, except as otherwise provided by the Federal Family and Medical Leave Act (P.L. 103-3) for such programs as the teacher wishes to retain, commencing with the beginning of the family leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to SWWC pursuant to this Section.

Subd. 11. Leave under this Section shall be without pay or fringe benefits, except as provided by the Family and Medical Leave Act (P.L. 103-3).

Section 6. Unpaid Leave of Absence: Upon request to SWWC Board or its designated representative, a teacher may be granted a leave of absence for a period not exceeding two (2) contract years. A leave of absence may be granted for personal prolonged illness beyond accrued sick leave, illness or death in the family, pregnancy, study for an advanced degree, military service, temporary work or teaching experience that enhances professional abilities, or travel with a general educational purpose not necessarily directly related to the teacher's specific field of study. Such leave of absence as stated shall be without compensation or expense allowance from SWWC funds. Leave granted under this Section shall be at SWWC's discretion and shall not be deemed to alter teachers' rights under other provisions of this contract.

Section 7. Unforeseen Circumstance Unpaid Leave of Absence: A teacher may request and be granted an unpaid unforeseen circumstance leave of absence, at the sole discretion of the Executive Director, for

a period not to exceed thirty (30) calendar days. Such leave of absence shall be made in writing stating the reason that is requiring the teacher's personal attention which cannot be attended to during normal contract time and which are not covered by other provisions of this Agreement.

Section 8. Lay-Off:

Subd. 1. Purpose: The purpose of this policy is to implement the provisions of M.S. 122A.40, Subd. 10, which policy, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Subd. 2. Definitions:

- a. "Teacher" means a member of the appropriate bargaining Service Cooperative as defined in this Agreement.
- b. "Qualified" - A teacher is "qualified" in a subject matter in which the teacher is currently teaching as a member of SWWC staff or was teaching at the time that the teacher was placed on unrequested leave.
- c. "Subject matter" means an area in which a teacher is licensed.
- d. "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and means the number of days of continuous teaching service to SWWC commencing with the teacher's first day of actual service, with a full-time teacher being any teacher working the equivalent of 180 full work days per year. Probationary teachers, and those teachers who are acting incumbents for teachers on authorized military, or other similar leaves of absence, shall not have the protection of this unrequested leave policy. Teachers teaching less than a 180-day contract year on a full-time basis or less than a full contract day on any basis shall accrue seniority from the first day of employment in their existing assignments and shall not be able to displace less senior teachers in full-time assignments or claim vacant full-time positions.

In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122A.40, or this lay-off policy, whose employment was subsequently reinstated, by action of SWWC and the teacher, without interruption of regular service, shall retain the teacher's seniority.

Subd. 3. If SWWC is, in its judgment, encountering difficulty in selling the time of a "continuing contract" teacher, it may discontinue said teacher's position and place said teacher on lay-off at the end of the contract year without regard to said teacher's seniority status. SWWC shall give the teacher written notice of its intention to propose the teacher for lay-off and the teacher shall have fourteen (14) days after the receipt of the notice to request a hearing before the Board. Failure to request a hearing shall be deemed acquiescence to the termination. The Board's decision shall be delivered to the teacher prior to June 1 of the contract year.

Subd. 4. If a teacher's position is discontinued for reasons other than SWWC's inability to sell said teacher's time, SWWC may place such teacher on unrequested leave of absence for a period not to exceed five (5) calendar years from the time such leave is commenced. The leave shall be without pay or fringe benefits.

- a. Teachers to be placed or who may be placed on unrequested leave of absence shall be entitled to the notice and hearing rights specified in M.S. 122A.40.
- b. Teachers placed on unrequested leave shall be done in inverse order of seniority in the subject matter in which the teacher is qualified. No teacher shall be placed on

unrequested leave if there is any other qualified teacher with less seniority in the same subject matter category.

- c. In the event of a staff reduction affecting teachers whose first day of employment commenced on the same date, the selection of teachers for purposes of discontinuance shall be at the discretion of SWWC based upon the following criteria:
 - 1) first day of employment by SWWC;
 - 2) prior experience as allowed upon initial placement on the salary schedule;
 - 3) credits allowed on initial placement on the salary schedule as well as all subsequently earned and approved credits;
 - 4) date of contract signature.
- d. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under the law for such compensation and such leave will not result in a loss of credit for years of service in the district earned prior to the commencement of such leave if the teacher is reinstated.

Subd. 5. Reinstatement:

- a. No new teachers shall be employed by SWWC while any qualified teacher in the same subject matter is on unrequested leave of absence. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in SWWC covered by this Agreement for which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave. Provided, however, a teacher placed on lay-off pursuant to the provisions of Subd. 3 above shall not be entitled to reinstatement to a position for which the teacher is qualified until said teacher can provide evidence satisfactory to SWWC that sufficient interest has been shown in that teacher's services by member schools to warrant reinstatement.
- b. When placed on unrequested leave, a teacher shall file his name and address with SWWC personnel office to which any notice of reinstatement or availability of position shall be mailed. Notice of any applicable vacancies shall be given a teacher on unrequested leave by certified mail to such teacher's last known address and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher on unrequested leave shall not be the responsibility of SWWC if the notice has been mailed as provided herein.
- c. If a position becomes available for a qualified teacher on unrequested leave, SWWC shall mail the notice to such teacher who shall have fifteen (15) days from the date of such notice to accept the reemployment. Failure to reply in writing within such fifteen (15) day period shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.
- d. Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

Subd. 6. Establishment of Seniority List:

- a. SWWC shall each year cause a seniority list (by name, amount of seniority, and qualification in certified areas) to be prepared from its records. It shall thereupon post such list on SWWC Intranet with a copy to the President of the Association.
- b. Any person whose name appears on such list and who may disagree with the findings of SWWC and the order of seniority in said list shall have thirty (30) calendar days from the date of posting to supply written documentation, proof and request for seniority change to SWWC.
- c. Within twenty (20) days thereafter, SWWC shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes. A final seniority list shall thereupon be prepared by SWWC, which list as revised shall be binding on SWWC and the teacher. Each year thereafter SWWC shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Subd. 7. Effect: This Section 7 shall be effective at the beginning date of this Agreement and shall govern all unrequested leaves until a new Agreement between SWWC and the Association is signed and ratified. Licensed employees of SWWC who are not members of the bargaining Service Cooperative shall be entitled to claim positions within the bargaining Service Cooperative if their positions are discontinued but members of the bargaining Service Cooperative are not entitled to claim a position other than in an area where the teacher is currently teaching at the time the teacher was placed on lay-off.

Subd. 8. In any year in which a reduction of teaching staff is occurring and the SWWC is placing teachers on unrequested leave of absence, only those certificates or licenses actually received by the executive director's office for filing as of January 15 of such year shall be considered for purposes of determining lay-off within areas of licensure for the following school year. A certificate filed after January 15 shall be considered for purposes of recall, but not to the current reduction.

Subd. 9. SWWC retains the right to assign teachers to positions for which they are licensed. SWWC shall not be required to transfer a more senior teacher to an assignment requiring different licensure in order to accommodate the seniority claim of a teacher proposed for unrequested leave of absence or possessing rights to recall.

Section 9. Insurance Application: A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay SWWC the monthly premium in advance.

Section 10. Credit: A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. Credit shall normally not accrue for the period of time that a teacher was on unpaid leave. However, experience credit should be granted for temporary work or teaching experience that enhances professional abilities or is germane to a teacher's work assignment.

ARTICLE X
LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days:

Subd. 1. Pursuant to M.S. 120A.40, the Board of Directors shall establish as early as possible the number of teacher duty days for the next school year and the teacher shall perform services on those days as determined by SWWC.

Subd. 2. A normal work year shall consist of 185 days, of which up to 175 days will be reserved for student contact/school district service days; 1 day at the beginning of the year and 1 day at the end of the year are reserved for teacher work days as identified by the SWWC calendar.

Subd. 3. Teachers may be contracted for additional work days by mutual agreement between SWWC and the teacher.

Subd. 4. Nothing contained herein shall restrict SWWC from employing teachers for a portion of the regular work day or work year.

Subd. 5. Effective July 1, 2014, the following language will be added to Section 1. CSA staff that have continuing contract rights to days above 185 days will retain rights to these days, unless such days are reduced in accordance with the negotiated lay-off process established in this Agreement.

Subd. 6. Basic Day: The Teacher's basic day shall be eight (8) hours, inclusive of lunch.

Section 2. Unavoidable Absence: In the event of a teacher duty day lost for any emergency not addressed elsewhere in this Agreement, the teacher shall perform duties on that day or such other day in lieu thereof as SWWC, or its designee, shall determine.

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, SWWC reserves the right to modify the school calendar, and if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the board of directors or its designated representative shall determine if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, SWWC further reserves the right to modify the length of the duty day or duty week, as SWWC shall determine, but with the understanding that the total number of hours shall not be increased, i.e., four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the duty day or duty week, pursuant to Subd. 2 hereof, or scheduling more than two (2) make-up days pursuant to Subd. 1 hereof, SWWC shall afford to the Association the opportunity to meet and confer on such matters.

ARTICLE XI
SUSPENSION

Section 1. Without Pay: A teacher may be suspended without pay for the following reasons:

- a. inefficiency;
- b. neglect of duty or persistent violation of school laws, rules, regulations or directives;
- c. conduct unbecoming a teacher which materially impairs his educational effectiveness;

d. other good and sufficient grounds.

Any such suspension is subject to the grievance procedure.

Section 2. Notice and Hearing: Suspension shall take effect upon written notification from the executive director to the teacher, stating the grounds for suspension together with a statement that the teacher may make a written request for a hearing before the Board to review the suspension within ten (10) days after receipt of such notification. If no hearing is requested within such ten (10) day period, it shall be deemed acquiescence by the teacher to the suspension. If after a hearing before the Board the suspension is reversed and set aside, the teacher shall be reinstated and compensated for salary loss during the period of suspension. However, should the decision of the Board, after said hearing, be to uphold the suspension, the teacher shall have the right to invoke the grievance procedures set forth in the agreement at the arbitration level provided written notification requesting arbitration is received by the Board or executive director within ten (10) days after receipt of the Board's decision following the hearing.

Section 3. Effective Date: The suspension shall take effect upon receipt by the teacher of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the Board, but not to exceed a period of thirty (30) teaching days.

ARTICLE XII **GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and SWWC as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The teacher, administrator, or SWWC may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or sent by certified mail within the time period.

Section 4. Time and Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to SWWC designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty-five (25) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and SWWC' designee.

Section 5. Adjustment of Grievance: SWWC and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within SWWC in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, SWWC's designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the executive director, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the executive director, the executive director or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the executive director or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Board of Directors, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the Board of Directors, the Board of Directors shall set a time to hear the grievance within twenty (20) days after the meeting, the Board of Directors shall issue its decision in writing to the parties involved. At the option of the Board of Directors, a committee or representative(s) of the Board of Directors may be designated by the Board of Directors to hear the appeal at this level, and report its findings and recommendations to the Board of Directors. The Board of Directors shall then render its decision.

Section 6. Board of Director's Review: The Board of Directors reserves the right to review any decision issued under Level I or Level II of this procedure provided the Board of Directors or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the Board of Directors reviews a grievance under this section, the Board of Directors reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the Board of Directors or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the teacher and the Board of Directors are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the executive director within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions, unless parties mutually agree to accelerate procedure through bypassing step or steps.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement of an arbitrator is reached, the Association may request the Public Employment Relations Board (PERB) or the Bureau of Mediation Services (BMS) to furnish a list of arbitrators in accordance with their procedures. The Association's failure to request a list of arbitrators within twenty (20) days after a failure to mutually agree on a single arbitrator shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the executive director, the submission of the grievance which shall include the following:
 - 1) the issues involved;
 - 2) statement of facts;
 - 3) position of grievance;
 - 4) the written documents relating to Section 5, Article XII of the grievance procedure.
- b. SWWC shall make a similar submission of information relating to the grievance either before or at the time of the hearing, with a copy to the grievant.

Subd 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order, including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligation of SWWC efficiently to manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, or state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which

may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

Nothing in this section shall abridge the right of an employee to elect either the grievance procedure or court action, except that once court action is elected, the grievance procedure may not be elected or continued on the same basis.

ARTICLE XIII **DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of execution through June 30, 2023 and thereafter until modifications are made pursuant to PELRA. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. If the Association desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than March 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between SWWC and the Association. This Agreement supersedes all prior Agreements, resolutions, practices, policies, rules, and regulations that are inconsistent with it. However, this Agreement does not oblige SWWC to continue or change any current or past practices, and it does not prohibit SWWC from exercising all management rights and prerogatives, unless they are in express violation of this Agreement.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not, except by mutual agreement, be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of the Agreement shall be severable and if any provision thereof or the application of any such provision under the circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.



2021-22 SALARY SCHEDULE (185-Day Contract)

BA LEVEL

<u>STEP</u>	<u>BA</u>	<u>10 BA</u>	<u>20 BA</u>	<u>30 BA</u>
1	43,282	44,332	45,382	46,432
2	44,332	45,382	46,432	47,482
3	45,382	46,432	47,482	48,532
4	46,432	47,482	48,532	49,582
5	47,482	48,532	49,582	50,632
6	48,532	49,582	50,632	51,682
7	49,582	50,632	51,682	52,732
8	50,632	51,682	52,732	53,782
9	51,682	52,732	53,782	54,832
10	52,732	53,782	54,832	55,882
11	53,782	54,832	55,882	56,932
12	54,832	55,882	56,932	57,982
13	55,882	56,932	57,982	59,032
14	56,932	57,982	59,032	60,082
15	57,982	59,032	60,082	61,132
16	59,032	60,082	61,132	62,182

MA LEVEL

SPECIALIST

<u>STEP</u>	<u>MA</u>	<u>10 MA</u>	<u>20 MA</u>	<u>30 MA</u>	<u>40 MA</u>	<u>50 MA</u>	<u>PHD</u>
1	51,507	52,982	54,457	55,932	57,407	58,882	60,357
2	52,982	54,457	55,932	57,407	58,882	60,357	61,832
3	54,457	55,932	57,407	58,882	60,357	61,832	63,307
4	55,932	57,407	58,882	60,357	61,832	63,307	64,782
5	57,407	58,882	60,357	61,832	63,307	64,782	66,257
6	58,882	60,357	61,832	63,307	64,782	66,257	67,732
7	60,357	61,832	63,307	64,782	66,257	67,732	69,207
8	61,832	63,307	64,782	66,257	67,732	69,207	70,682
9	63,307	64,782	66,257	67,732	69,207	70,682	72,157
10	64,782	66,257	67,732	69,207	70,682	72,157	73,632
11	66,257	67,732	69,207	70,682	72,157	73,632	75,107
12	67,732	69,207	70,682	72,157	73,632	75,107	76,582
13	69,207	70,682	72,157	73,632	75,107	76,582	78,057
14	70,682	72,157	73,632	75,107	76,582	78,057	79,532
15	72,157	73,632	75,107	76,582	78,057	79,532	81,007
16	73,632	75,107	76,582	78,057	79,532	81,007	82,482

(Lane credits are SEMESTER hours since degree.)

**2022-23 SALARY SCHEDULE
 (185-Day Contract)**

BA LEVEL

<u>STEP</u>	<u>BA</u>	<u>10 BA</u>	<u>20 BA</u>	<u>30 BA</u>
3	47,132	48,182	49,232	50,282
4	48,182	49,232	50,282	51,332
5	49,232	50,282	51,332	52,382
6	50,282	51,332	52,382	53,432
7	51,332	52,382	53,432	54,482
8	52,382	53,432	54,482	55,532
9	53,432	54,482	55,532	56,582
10	54,482	55,532	56,582	57,632
11	55,532	56,582	57,632	58,682
12	56,582	57,632	58,682	59,732
13	57,632	58,682	59,732	60,782
14	58,682	59,732	60,782	61,832
15	59,732	60,782	61,832	62,882
16	60,782	61,832	62,882	63,932
17	61,832	62,882	63,932	64,982
18	62,882	63,932	64,982	66,032

MA LEVEL

<u>STEP</u>	<u>MA</u>	<u>10 MA</u>	<u>20 MA</u>	<u>SPECIALIST</u> <u>30 MA</u>	<u>40 MA</u>	<u>50 MA</u>	<u>PHD</u>
3	56,207	57,682	59,157	60,632	62,107	63,582	65,057
4	57,682	59,157	60,632	62,107	63,582	65,057	66,532
5	59,157	60,632	62,107	63,582	65,057	66,532	68,007
6	60,632	62,107	63,582	65,057	66,532	68,007	69,482
7	62,107	63,582	65,057	66,532	68,007	69,482	70,957
8	63,582	65,057	66,532	68,007	69,482	70,957	72,432
9	65,057	66,532	68,007	69,482	70,957	72,432	73,907
10	66,532	68,007	69,482	70,957	72,432	73,907	75,382
11	68,007	69,482	70,957	72,432	73,907	75,382	76,857
12	69,482	70,957	72,432	73,907	75,382	76,857	78,332
13	70,957	72,432	73,907	75,382	76,857	78,332	79,807
14	72,432	73,907	75,382	76,857	78,332	79,807	81,282
15	73,907	75,382	76,857	78,332	79,807	81,282	82,757
16	75,382	76,857	78,332	79,807	81,282	82,757	84,232
17	76,857	78,332	79,807	81,282	82,757	84,232	85,707
18	78,332	79,807	81,282	82,757	84,232	85,707	87,182

Schedule C	
Type	Amount/Language
Additional Assignment	If a certified staff member and direct supervisor mutually agree upon an additional assignment for the certified staff, Administration will determine a set stipend to be paid based on the amount of time needed and the staff member's current rate of pay. Not considered part of a teacher's continuing contract.
Signing Bonus	If SWWC determines a position as hard to fill, Administration may offer a signing bonus to those who are hired up to \$3,000
Fieldwork or Student Teacher Supervision Stipend	\$300 per student teacher of fieldwork placement
Departmental Lead Stipend	\$2,000
Mentor Stipend	\$300 for one mentee. If designated to mentor two or more mentees, mentor shall be paid an additional \$150 for each additional mentee.
Employee Referral Incentive	A referral incentive will be provided to employees that refer a new staff member to SWWC. A \$100 incentive shall be paid on the new employee's start date and another \$100 will be paid on the new employee's 1-year anniversary date. If the new hire notes a referral from two or more SWWC employees, the stipend would be split between the referring SWWC employees.
Continuing Education Committee Chair	\$1,500
RCE ESS	\$6,500 or as determined annually by the RCE grant
Credit Recovery Summer/Night School	\$25/hour

MEMORANDUM OF UNDERSTANDING

WHEREAS, there is in existence a Collective Bargaining Agreement between Southwest West Central Service Cooperative Administration, (hereinafter "SWWC") and the Southwest West Central Service Cooperative Certified Staff Association, Education Minnesota, (hereinafter "CSA") the current of which covers July 1, 2021 through June 30, 2023.

WHEREAS, the parties have reached agreements regarding the formation of a temporary committee, and amendments to a portion of the Collective Bargaining Agreement related to preparation time.

THEREFORE, SWWC and CSA desire to memorialize the following agreements:

- A. SWWC and CSA desire to establish language and a procedure surrounding Preparation Time language during 2021-2023. Article X Section 1 "Preparation Time" should be amended as follows:

Section 1. Preparation Time

Subd. 1. Preparation Time – Classroom Teachers: The eight (8) hours shall consist of up to six (6) hours of student contact instructional activity and the remainder to be utilized in preparation and materials development, attendance at various Service Cooperative scheduled meetings, assessment of students, and IEP/due process preparation. There will be a minimum of 30 minutes of preparation time during the student day. Part-time classroom teachers may be assigned preparation time on a pro-rata basis if they are involved in the development of learning materials, as well as, the day-to-day preparation for instruction. Alternate plans may be utilized, as agreed upon by management and the union.

Subd. 2. Preparation Time – Non-Classroom Teachers: Teachers that do not have classroom instructional responsibilities shall have three hundred sixty (360) minutes of preparation time averaged during a normal work week. This time can include the preparation and materials development, attendance at various Service Cooperative and district scheduled meetings, assessment of students, IEP/due process preparation, etc. The scheduling of preparation time and service delivery time will be determined by the direct supervisor, in collaboration with the non-classroom teacher

Subd. 3. Additional Due Process Preparation Time: In collaboration with the direct supervisor, a teacher may be granted time during the work day to complete due process paperwork, including assessments, that is due within a short amount of time or due to an increase in caseload.

Subd. 4. Reimbursement for Lost Prep Time: Teachers who are required to work during their prep time will be paid for the loss of prep time at their hourly rate of pay.

Section 2. Work Week: The Teacher's basic work week shall be forty (40) hours and exclusive of additional professional responsibilities which the Service Cooperative may occasionally assign or may be required by the teacher's assignment.

Section 3. Building Hours: The specific hours at any Educational Learning Center or Service Cooperative Office may vary according to the needs of the Service Cooperative. The specific hours for itinerant staff will be designated by the Service Cooperative.


Section 4. Additional Activities: On occasion, the Service Cooperative may schedule activities beyond the teacher's basic day. Teachers shall be required to participate in these activities as required by the Service Cooperative.

- B. SWWC and the Certified Staff Association shall establish a committee to evaluate special education workloads within SWWC. Dependent upon the workload concern the committee will be composed of the Executive Director, Departmental Director (Special Education or ELC), Director of Special Education or Site Administrator and three itinerant staff members or three ELC staff members.
- I. The Workload Committee shall meet within four (4) weeks of Certified Staff Association ratification and School Board approval of the 2021-2023 CSA Master Agreement to establish a meeting schedule.
 - II. The Workload Committee will be conducted by an agreed upon facilitator or co-facilitator which will consist of the Director of Human Resources and a member of CSA.
 - III. The committee shall determine and collect whatever additional data is needed, if any, to evaluate SWWC's workload assignments, no later than May 25, 2022.
 - IV. Committee members shall develop consensus on the factors that impact the variability amongst workloads and shall develop tools to measure the variability amongst workloads.
 - V. At the end of each Workload Committee meeting the participants will jointly develop a communication to be shared electronically with the members of the CSA and the SWWC's administrative team.
 - VI. Starting July 1, 2022, Members of the Certified Staff Association that have students assigned to their caseload that are eligible for MA billing will receive additional compensation on a quarterly basis for the following assignment and amounts:
 - a. 1-10 = \$250
 - b. 11-20 = \$500
 - c. 21-30 = \$750
 - d. 31+ = \$1,000

The committee shall meet as needed through June 30, 2023 and any recommendations coming from the committee shall be reported to the Executive Director.

BE IT HEREBY RESOLVED, the parties agree that this MOU cannot be considered to be evidence in any future issues pertaining to the parties, cannot be used as evidence in any court or arbitration proceeding, is not evidence of a past practice, and is based on the special circumstances existing in this unique situation.

SWWC CERTIFIED STAFF ASSOCIATION



President



Chief Negotiator

5/9/22

Date

SOUTHWEST WEST CENTRAL SERVICE COOPERATIVE

Mary Ann W. W.

Chair

Don Brugman

Clerk

5/4/2022

Date