

# Your Contract



A Reference

revised November 2019

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

Marty Fridgen, UTSWC President:

[Marty.Fridgen@edmn.org](mailto:Marty.Fridgen@edmn.org)

Nick Jasiczek, UTSWC Vice President:

[Nick.Jasiczek@edmn.org](mailto:Nick.Jasiczek@edmn.org)

Lisa Lanik, UTSWC Member Rights:

[Lisa.Lanik@edmn.org](mailto:Lisa.Lanik@edmn.org)

# Paid Absence Leave

- personal and household illness and funerals
- personal business
- other absence types
- leaves of absence

# Paid Absence Leave: Personal and Household Illness and Funerals

absences not requiring prior  
approval

- personal illness, injury, or temporary disability
  - illness or injury in teacher's household
    - child
    - spouse
    - parent or parent-in-law
    - other member of household
  - funeral for family member or friend
  - personal injury while on duty
-

# Paid Absence Leave: Personal and Household Illness and Funerals

annual accrual

- all full-time teachers accrue 15 days
  - accumulates to an unlimited amount
  - Part-time or long-term substitute teacher? See Article X, section 1, subdivision 7.
  - Working in excess of normal school year? See Article X, section 1, subdivision 2.
-

# Paid Absence Leave: Personal Business

absences requiring prior approval

- personal business which cannot be attended to outside of the teacher's basic day
  - requests due seven days in advance
-

# Paid Absence Leave: Personal Business

annual accrual

- tenured: 4
  - non-tenured: 2
  - may accumulate up to 8
  - No more than 5 percent of the faculty at any building shall use this leave on any one day.
-

# Paid Absence Leave: Personal Business

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

requests due seven days in advance

- jury duty
  - witness obligation
-



# Paid Absence Leave: Other Absence Types

absences requiring prior approval

- **professional visitation:** one duty day per school year
  - **child's school conference and activities:** 16 hours of paid absence leave per year
  - **adoption or foster placement:**
    - **adoption:** six weeks
    - **foster placement:** 10 days
  - **parenting:** five days per school year for the birth of a child
-

# Leaves of Absence

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

- sabbatical
  - military leave of absence
  - unpaid leave of absence
-

# Maternity Leave

Per the [district leave of absence request form](#):

- Maternity Leaves are considered medical leaves.
  - The required doctor's note should state the estimated due date.
  - Typically, six calendar weeks are allowed for recovery from a natural delivery or
  - eight calendar weeks from a cesarean delivery.
-

# Preparation Time

- elementary
- secondary

**Preparation Time: Elementary**

# The Basics

elementary teachers

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

# The Basics: Collapsed Classrooms

elementary teachers

- Classroom teachers who take on extra students for the day will be compensated at 50% of the substitute daily rate of pay.
  - Specialists who take on extra students will be compensated at \$28 per hour.
  - Licensed School Nurses covering for a full-time Health Aide or Health Care Specialist for more than 15 hours in a calendar month will be compensated at the daily teacher sub rate.
-

# Hourly Subbing

elementary teachers

Teachers who waive their right to a prep are compensated at \$28 per hour.

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**Preparation Time: Secondary**

# The Basics

secondary teachers

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

# Hourly Subbing

secondary teachers

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

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# Hourly Subbing

secondary teachers

Teachers who waive their right to a prep or are directed by administration in the event of an emergency are compensated at \$28 per hour.

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# Supervisory Duty

- definitions
- secondary teachers
- exclusions

# Definitions

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

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

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# Exclusions

- crossover teachers
- special education teachers

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# Homeroom and Advisory

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

# Homeroom and Advisory: Middle School

# Composition

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

# Homeroom versus Advisory

## Homeroom

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

## Advisory

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

# Exclusions

- crossover teachers
- special education teachers

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# Homeroom and Advisory: High School

# Composition

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

# Homeroom versus Advisory

## Homeroom

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

## Advisory

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



# Exclusions

- crossover teachers
- special education teachers

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# Tax-Sheltered Annuity

also known as TSA or 403(b)

# TSA Match

*for teachers hired after 1991*

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

# TSA Match

*for teachers hired before 1991*

\$2,000

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# TSA Contributions

converting PAL days

- all teachers using two or fewer personal sick leave days are eligible
  - must have a 403(b) plan or establish one to participate in this incentive plan
-

# TSA Contributions

converting PAL days

Any teacher is eligible to participate in this incentive plan for using 2 or fewer personal sick leave days per school year.

personal sick days used	403(b) contribution	days deducted from PAL
0	\$300	3
1	\$200	2
2	\$100	1

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# Discipline

- levels of discipline
- Tennessean warning
- letters on personnel file

# Levels of Discipline

teacher contract

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

Four basic steps in the progressive discipline process:

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

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

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# Teacher Rights

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

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

# Tennessean Warning

## definitions

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

# Tennessee Warning

## elements

The elements of the warning are:

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

notice to accused employee

## NOTICE TO ACCUSED EMPLOYEE

Name of Employee: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

# Example Tennessee Warning

notice to employee witness

## NOTICE TO EMPLOYEE WITNESS

Name of Employee: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

# Letters on Personnel File

letter of expectation

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

# Letters on Personnel File

letter of directive

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



# Letters on Personnel File

letter of reprimand

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

# Definitions

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

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# Deadline

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

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# Who to Contact

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

- Marty Fridgen, UTSWC President:  
[Marty.Fridgen@edmn.org](mailto:Marty.Fridgen@edmn.org)
  - Nick Jasiczek, UTSWC Vice President:  
[Nick.Jasiczek@edmn.org](mailto:Nick.Jasiczek@edmn.org)
  - Lisa Lanik, UTSWC Member Rights:  
[lisa.lanik@edmn.org](mailto:lisa.lanik@edmn.org)
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# Teacher Transfers

# Definitions

displaced teacher

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

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# Definitions

voluntary bidder

- A continuing contract teacher who either voluntarily bids on a position in Round 1 or Round 2 based on seniority, or applies for a Vacancy (Vacant Position) after Round 2.
  - A Probationary Year 3 teacher who has been awarded Continuing Contract rights for the following school year
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# Rounds

## round 1

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

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

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# Rounds

## round 2

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

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

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# Educational Need Transfers

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

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# Administrative Directed Transfers

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

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

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# Crossover and Part-Time Teachers

# Homeroom, Advisory, and Supervision

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

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

# Conferences

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

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# Prep

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

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

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# Insurance

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

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# Seniority

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

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

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# Something missing?

If some information is missing from this reference and you would like it added, contact Adam Hayes at [ahayes@sowashco.org](mailto:ahayes@sowashco.org)