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LABOR AGREEMENT

2

between the

3

STATE OF MINNESOTA

4

and the

5

STATE RESIDENTIAL SCHOOLS

6

EDUCATION ASSOCIATION

7

Dates: July 1, 20~~21~~19 to June 30,

8

20~~21~~31

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1 **ARTICLE 1 – PREAMBLE**

2 This Agreement is made and entered into this 29th day of December, 2021, by and between
3 the State Residential Schools Education Association, hereinafter referred to as the
4 ASSOCIATION or SRSEA, and the State of Minnesota, hereinafter referred to as the EMPLOYER.

5 Minnesota Management and Budget may correct any misspelled words, mathematical errors,
6 and other clerical errors or omissions in this Agreement at any time. All corrections must be
7 mutually agreed upon before taking effect.

8 **ARTICLE 2 – ASSOCIATION RECOGNITION**

9 **Section 1. Description of the Bargaining Unit.**

10 The Employer recognizes the Association as exclusive representative for all employees in the
11 classifications included in the Professional State Residential Instructional Unit No. 15 by the
12 Legislative Commission on Employee Relations or by Bureau determination who are public
13 employees within the meaning of Minn. Stat. 179A.03, Subd. 14, including the Arts Education
14 Teacher classification, excluding supervisory employees, confidential employees, and other
15 employees excluded by the Public Employment Labor Relations Act, Minn. Stat. 179A.01, et.
16 seq. (Employees working fourteen (14) hours/week or less or sixty-seven (67) days/calendar
17 year or less are excluded.)

18 The Employer will not meet and negotiate or meet and confer with any organization other than
19 the Association as long as the Association is the duly authorized exclusive bargaining

1 representative of Unit No. 15, Professional State Residential Instructional Unit.

2 **ARTICLE 3 – ASSOCIATION RIGHTS**

3 **Section 1. New Teacher Orientation.**

4 The Appointing Authority shall provide an orientation for each new teacher within fifteen (15)
5 working days of hire. Such orientation shall be during the work day and cover institution
6 policies and procedures.

7 **Section 2. Communications.**

8 The Employer and/or the Appointing Authority or designees agrees to supply the Association
9 (or a particular Local Association as appropriate) a copy of any written communication which
10 generally affects the terms and conditions of employment for this bargaining unit. The
11 Association shall designate its addresses for this purpose.

12 **Section 3. Use of Facilities.**

13 The Association shall be the only labor organization representing teachers in the bargaining
14 unit to have the right to use available institution facilities and/or equipment. The use of such
15 equipment and/or facilities shall be at reasonable times outside the normal workday and when
16 such facilities and/or equipment is not otherwise in use. Any use of facilities and/or equipment
17 must have prior approval from the Appointing Authority or their designee. Such approval will
18 not be unreasonably denied. The Association agrees to reimburse the Appointing Authority for
19 reasonable expenses the Appointing Authority may incur in this regard.

20 **Section 4. Bulletin Boards.**

21 The Association shall have the exclusive right to post notices of activities and matters of

1 Association concern on teacher bulletin boards which shall be located in the teachers' lounge
2 or other suitable area. At least one (1) bulletin board shall be provided in each facility. The
3 Association may use the facilities' internal distribution service including email consistent with
4 the state's policies on use of email, and teacher mailboxes for communication to teachers.

5 **Section 5. Association Business.**

6 With advance notice, approval shall be given to authorized representatives of the Association
7 to transact official Association business on institution premises at reasonable times, provided
8 that this shall not unduly interfere with nor interrupt the operations of the institution.

9 **Section 6. Presidential Release Time.**

10 In order to better serve members, the SRSEA President shall receive forty (40) hours of release
11 time per fiscal year to complete Association business. SRSEA shall reimburse the Appointing
12 Authority for the release time at the teacher's hourly rate of pay. This leave shall not be
13 unreasonably denied with at least three (3) days' notice to the Appointing Authority and shall
14 not be taken in blocks of more than eight (8) hours unless approved by the Appointing
15 Authority.

16 **Section 7. Association Release Time.**

17 By mutual agreement between the Appointing Authority and the SRSEA Executive Board, a
18 member may receive Association release time to complete Association business. The
19 Association will reimburse the Appointing Authority for the release time at the teacher's hourly
20 rate of pay.

21 **Section 8. Negotiations of Successor Agreements.**

1 The Association may select up to four (4) teacher representatives, one each from the Perpich
2 Center for Arts Education, Corrections, Minnesota State Academy for the Blind and Minnesota
3 State Academy for the Deaf, and Human Services, when possible, who shall be released from
4 duty without loss of pay for such time as is necessary during regular working hours to
5 participate in negotiation sessions with the Employer in the negotiation of a successor contract.
6 The Association may select a reasonable number of teachers who shall be released without pay
7 to assist in negotiating a successor contract.

8 **ARTICLE 4 – DUES DEDUCTIONS**

9 **Section 1. Deductions.**

10 The Employer agrees to facilitate through Minnesota Management ~~and~~ Budget the pro
11 rata deduction of the annual Association membership dues as established by the Association
12 and certified to the Employer. An equal portion of total annual dues shall be deducted from
13 each paycheck, commencing with the first paycheck following certification.

14 **Section 2. Dues Deduction Authorization.**

15 Dues shall be deducted for any individual teacher who has authorized such deductions.

16 **Section 3. Dues Remittance.**

17 The Employer shall remit to Education Minnesota the aggregate deductions of all teachers
18 together with an alphabetical list of the teachers for whom deductions have been made and a
19 statement itemizing the amount of remittance within fifteen (15) days following the end of
20 each payroll period.

1 **Section 4. Indemnity.**

2 The Association agrees to indemnify and hold the Employer harmless against any and all claims,
3 suits, orders, or judgments brought or issued against the Employer, including individual
4 Appointing Authorities, or Minnesota Management ~~and~~ Budget as a result of any action taken
5 or not taken in accordance with the provisions of this Article, including fair share deductions
6 and remittances.

7 **Section 5. Employee Lists.**

8 The Appointing Authority shall notify the designated Association representative of the names,
9 employee identification numbers, classification, and work locations of all teachers added to or
10 removed from the bargaining unit on a bi-weekly payroll basis. The notification shall be
11 transmitted no later than one (1) week following the end of each payroll period.

12 **ARTICLE 5 – NON-DISCRIMINATION**

13 **Section 1. Employer Responsibility.**

14 The Employer accepts its responsibility to ensure equal opportunity in all aspects of
15 employment for all qualified persons regardless of race, creed, religion, color, national origin,
16 age, disability, status with regard to public assistance, sex, marital status, political affiliation,
17 sexual orientation or any other class or group distinction, as set forth by state and federal anti-
18 discrimination laws.

19 **Section 2. Association Responsibility.**

20 The Association accepts its responsibility as exclusive bargaining representative and agrees to
21 represent all teachers in the bargaining unit without discrimination as to race, creed, religion,

1 color, national origin, age, disability, status with regard to public assistance, sex, marital status,
2 political affiliation, sexual orientation or any other class or group distinction, as set forth by
3 federal and state anti-discrimination laws.

4 **Section 3. Jurisdiction.**

5 Jurisdiction for the enforcement of anti-discrimination laws referred to in Section 1 and 2
6 hereof, is vested solely in various state and federal agencies and the courts. Discrimination
7 complaints regarding the application of the terms of this agreement shall be subject to the
8 Affirmative Action complaint procedure adopted by the teacher's Appointing Authority.

9 **Section 4. Association Membership.**

10 The Employer will not interfere with the rights of teachers to become or not become members
11 of the Association and there shall be no discrimination and interference, restraint, or coercion
12 by the Employer or any Employer representative or by the Association or any of its officials
13 against any teacher because of Association membership or non-membership, or because of any
14 teacher activity in an official capacity on behalf of the Association which is in accordance with
15 the provisions of this Agreement.

16 **Section 5. Sexual Harassment.**

17 It is agreed by the Employer and the Association that all teachers have a right to a workplace
18 free of verbal and/or physical sexual harassment.

19 Claims of sexual harassment shall be processed pursuant to the Appointing Authority's
20 affirmative action complaint procedure and Federal and State laws.

1 The provisions of this Section are not subject to the provisions of Article 17, Grievance
2 Procedure, of this Agreement. Unresolved complaints, if pursued, must be filed with the
3 Minnesota Department of Human Rights within the time frame specified by law.

4 **Section 6. Reasonable Accommodation.**

5 The parties recognize their mutual obligation to provide reasonable accommodation to those
6 teachers qualified under the Americans with Disabilities Act.

7 If an Appointing Authority determines that a waiver or modification of any provision of the
8 collective bargaining agreement is necessary in order to effect a reasonable accommodation, it
9 shall first contact the local Association to request a contract waiver. Such request for waiver
10 shall include: the article(s) of the collective bargaining agreement the Appointing Authority
11 requests to waive or modify, the specific manner in which the collective bargaining agreement
12 would be waived or modified, and the nature of the teacher's restrictions which necessitate
13 accommodation, subject to each parties' obligation for confidentiality.

14 The Association retains the right to grieve any waiver of any provision of the collective
15 bargaining agreement that is made without mutual agreement of the parties.

16 **ARTICLE 6 – ACADEMIC FREEDOM**

17 To prepare students for responsible and informed citizenship, teachers have the right and
18 responsibility to promote an atmosphere of free inquiry and approach subject matter from a
19 broad range of viewpoints. Teachers shall have the freedom to present information using their
20 professional judgment and knowledge of the content area. There shall be no unreasonable

1 restraints which would impair teachers’ abilities to present and publish their subject matter in
2 this context, where such publication is done on a not-for-profit basis.

3 **ARTICLE 7 – MEET AND CONFER**

4 **Section 1. Local.**

5 The Local Association may establish a committee of up to two (2) representatives to meet and
6 confer with the institution Chief Executive Officer or their designee(s) at least four (4) times per
7 year for the purpose of discussing policies and matters, other than terms and conditions of
8 employment, of mutual concern or interest. However, in institutions or facilities with more
9 than fifteen (15) teachers, the Local Association may have up to four (4) representatives on the
10 committee. Meetings shall be held during normal working hours. The number of Employer
11 representatives shall not exceed the maximum number of Association representatives.

12 **Section 2. State.**

13 At the request of either party, the Association and the affected Agency Head, or their
14 designee(s) collectively or individually shall meet to discuss issues of mutual concern or
15 interest. Each Agency Head shall notify the Association of their designee at the beginning of
16 each fiscal year. The Association committee may not exceed four (4) representatives. Each
17 party may submit items to be included on the agenda, which the Employer shall distribute to
18 the affected parties at least one week prior to the meeting.

19 **Section 3. Labor-Management Committees.**

20 The Association and the Employer recognize the importance of cooperation among everyone
21 employed at a facility in maintaining an effective program, and encourage facilities to establish

1 Labor-Management Committees consisting of Employer representatives, teachers chosen by
2 the Association, and interested members of other bargaining units. The purpose of the
3 committees shall be to share ideas and concerns as to the operation of the facility within the
4 confines of contract language and available resources.

5 **Section 4. Attendance.**

6 Meetings shall be held during normal working hours. Teachers shall neither lose pay nor accrue
7 additional pay for attending such meetings, however, teachers shall not be eligible for expense
8 reimbursement.

9 **Section 5. Record of Meeting.**

10 The Association will take responsibility for the minutes of the meet and confer session. The
11 Appointing Authority shall provide the necessary assistance to formulate, type, and distribute
12 minutes of the discussions to the appropriate parties. The Appointing Authority shall review the
13 minutes for corrections before distribution.

14 **ARTICLE 8 – HOURS OF WORK**

15 **Section 1. Work Day.**

16 Because of the nature of the duties performed by teachers, it is impracticable to apply
17 provisions which prescribe normal work day hours. However, it is expected that the normal
18 work day shall consist of:

- 19 • Eight (8) consecutive hours of work excluding a duty-free lunch period of no less than thirty
20 (30) minutes; or

- 1 • Nine (9) consecutive hours of work excluding a duty-free lunch period of no less than thirty
2 (30) minutes, plus one (1) day of four (4) consecutive hours; or
- 3 • Ten (10) consecutive hours of work excluding a duty-free lunch of no less than thirty (30)
4 minutes.

5 **Section 2. Student Contact Time.**

6 The maximum assignment of pupil contact for any teacher shall be three (3) hours in a four (4)
7 hour day, six (6) hours in an eight (8) hour day, six and three quarters (6 $\frac{3}{4}$) hours in a nine (9)
8 hour day, or seven and one half (7 $\frac{1}{2}$) hours in a ten (10) hour day. The remainder of the work
9 day shall be spent in performance of assigned responsibilities, including but not limited to, such
10 activities as conferences, class preparations, and curriculum development.

11 **Section 3. Prep Time.**

12 Each teacher shall be provided daily with a minimum of an uninterrupted sixty (60) minute
13 preparation period, except that an emergency, as determined by the Appointing Authority,
14 within an institution may temporarily necessitate other assignments. During prep time,
15 teachers must be allowed full access to their class room or designated workspace without
16 disruption. Part-time teachers shall receive a pro-rated preparation period based on ten (10)
17 minutes for each class period taught, with a minimum of thirty (30) minutes per day.

18 **Section 4. Work Week.**

19 Because of the nature of the duties performed by teachers, it is impracticable to apply
20 provisions which prescribe normal work week hours. However, it is expected that the normal
21 work week shall consist of either four (4) or five (5) consecutive normal work days, Monday

1 through Friday. Upon mutual agreement between the Association and the Appointing
2 Authority, schedules may be established to include Saturday and Sunday. Teachers shall be
3 scheduled for a minimum of two (2) consecutive days off between established work weeks.

4 **Section 5. Work Schedule and Calendar.**

5 The Appointing Authority shall post a written work schedule reflecting the normal hours of
6 work and days of work in each institution after consultation with Association representatives
7 and consideration of their desires. Proposed changes in the established schedule of work hours
8 or days shall first be discussed with Association representatives. Any changes in work schedules
9 or calendar shall be preceded by a fourteen (14) calendar day written notice to the affected
10 teachers. In emergency situations, as determined by the Appointing Authority, the Appointing
11 Authority shall comply with the provisions of this Section insofar as reasonably possible.

12 Upon mutual agreement between the Association and the Appointing Authority, the provisions
13 of this Section may be waived to accommodate the placement of teachers returning to work
14 from a workers' compensation disability leave.

15 **Section 6. Balancing.**

16 It is recognized that teachers are responsible for managing and accounting for their own hours
17 of work and that they may work hours in excess of the normal work day and/or payroll period.

18 In these instances and with supervisory approval, teachers may balance hours of work in
19 subsequent work days and/or payroll periods, provided such time management system does
20 not result in overtime payment or guarantee hour-for-hour time off for extra hours worked.

21 Please refer to the Glossary for examples of situations appropriate for balancing.

1 **Section 7. Payment of Overtime.**

2 Teachers who are assigned to a special project that is in addition to their normal duties or
3 workloads and upon having received advanced written approval shall be compensated at the
4 rate of straight time for the hours worked on the special project. Please refer to the Glossary
5 for examples of situations appropriate for the payment of overtime.

6 Overtime may be paid in cash or compensatory time, provided the Appointing Authority has
7 established a compensatory bank for the payment of overtime. The rules governing the use and
8 liquidation of such bank, if established, shall be developed by the Appointing Authority. The
9 Appointing Authority may establish the maximum amount of hours that may be in the
10 compensatory bank at any given time provided that the amount is not less than forty (40)
11 hours. The teacher shall be allowed to choose cash or compensatory time each payroll period.
12 Should a teacher fail to indicate cash or compensatory time, the decision shall be at the option
13 of the Appointing Authority. Accrued compensatory time need not be used in the payroll period
14 during which it is earned.

15 **Section 8. Planning Days.**

16 Upon mutual agreement of the Appointing Authority and the teacher, each teacher shall be
17 provided with not less than three (3) planning days without scheduled activity, and with full
18 access to their work site and materials, during each fiscal year.

19 **Section 9. Flex-Time.**

20 Upon agreement with the teacher's immediate supervisor, an individual flex-time schedule may
21 be established.

1 **Section 10. Work Environment.**

2 The Employer shall provide each teacher with a stable work environment. Each teacher will
3 have a designated classroom or classrooms with access to adequate educational materials. If
4 the employer changes any teacher’s classroom assignment, the Employer must give sufficient
5 notice where practicable, specifying the new location and granting the teacher time without
6 student contact to make the move.

7 **ARTICLE 9 – TEACHER ASSIGNMENTS**

8 **Section 1. Academic Licensure.**

9 New academic teachers hired by the Appointing Authority for a regular teaching assignment
10 must have a Bachelor’s degree from a college or university and be eligible to receive a teaching
11 license from the Minnesota Professional Educator Licensing and Standards Board (PELSB).

12 **Section 2. Career Technical Credentialing.**

13 New career technical teachers hired by the Appointing Authority for a regular career technical
14 teaching assignment must be eligible to receive a credential from the hiring agency.

15 **ARTICLE 10 – PROFESSIONAL DEVELOPMENT**

16 **Section 1. Philosophy.**

17 The professional development process is the primary vehicle through which educational
18 changes are implemented. Organizational growth and individual growth are its two major
19 components, both of which must be pursued aggressively and simultaneously. Each member of
20 the educational community has a responsibility for individual and organizational growth, as

1 does the organization. It is the responsibility of each member, the responsibility of the
2 organization and the interaction between the two that is the focus of the Appointing
3 Authority's professional development process.

4 **Section 2. Employer Initiated In-Service and Training.**

5 It is recognized that in-service education may be necessary to meet the ever-changing goals and
6 clientele of the institutions. Consequently, teachers who may be required by the Appointing
7 Authority to participate in in-service programs and who are released from their work
8 assignments to attend special training courses shall lose no basic straight-time pay for such
9 normal work hours and shall be allowed compensatory time-off for such time accrued beyond
10 the eight (8) hour day spent in actual participation in such programs. Actual participation
11 includes reasonable and necessary travel time, if any, between the location of the teacher's
12 work assignment and the location of the in-service program. Expenses incurred by the teacher
13 shall be reimbursed in accordance with Article 26, Expense Allowances.

14 **Section 3. Teacher Initiated Training.**

15 At the discretion of the Appointing Authority, each teacher may be allowed up to one hundred
16 (100) hours each fiscal year without loss of pay for such activities as, but not limited to,
17 workshops, professional conferences, college courses, in-service programs and visitations, all of
18 which are related to the teacher's current or projected responsibilities and are pre-approved.
19 Application for such release time shall be made at least thirty (30) calendar days in advance and
20 the Appointing Authority shall respond in writing to the application within ten (10) days of its
21 receipt; however, these timelines may be waived by mutual agreement between the teacher

1 and the Appointing Authority. The denial of the application by the Appointing Authority may be
2 appealed by the teacher to a committee comprised of an equal number of management and
3 teacher representatives. The final decision by such committee shall be advisory only.

4 Expense reimbursement shall be at the discretion of the Appointing Authority, in accordance
5 with Article 26, Expense Allowances.

6 **Section 4. Teachers' Convention Leave.**

7 Upon request, a teacher shall be granted at least two (2) days of paid leave to attend the
8 annual teachers' convention.

9 **Section 5. Awards for Excellence in Education.**

10 Refer to Article 25, Salaries and Appendix H, Education Grant Form.

11 **ARTICLE 11 – PERFORMANCE REVIEW**

12 **Section 1. Purpose.**

13 The primary objectives of the Performance Review shall be assessment and improvement of job
14 performance.

15 **Section 2. Evaluator.**

16 Teachers shall be evaluated by the Appointing Authority or designee, so long as such designee
17 is not a member of the bargaining unit; however, if a member of the bargaining unit is working
18 out-of-class in a position that is not assigned to the bargaining unit, the member may be the
19 designee. An evaluator must be knowledgeable, qualified and appropriate.

20 **Section 3. Format.**

- 1 A. The Performance Review shall be based on the teacher’s Position Description. A teacher’s
2 position description shall be reviewed and signed off once annually by each teacher. This
3 however, does not preclude the Employer from conducting other known types of job-
4 related evaluations. Additional comments discussed at the Performance Review meeting, if
5 negative, shall be reduced to writing and attached to the Performance Review.
- 6 B. The Performance Review shall be signed by the evaluator and the teacher. The teacher’s
7 signature indicates that the teacher has seen and received a copy of the report and does
8 not indicate acceptance or rejection of the report.
- 9 C. The Performance Review shall be placed into the Teacher’s Personnel File. The teacher may
10 attach a written response to the performance review.
- 11 D. Any performance review that identifies areas of weakness or deficiency must be
12 accompanied by specific suggestions and strategies for improvement.

13 **Section 4. Appeal Process.**

14 The substantive judgment of the supervisor regarding the teacher’s performance is not
15 grievable/arbitrable under Article 17. Pursuant to the Minnesota Management ~~and~~ Budget
16 Administrative Procedure 20, a teacher may appeal their performance rating to the Appointing
17 Authority within thirty (30) days of the official date of rating. The decision of the Appointing
18 Authority is final. At the teacher’s request, an Association Representative may be present
19 during the appeal meeting(s).

20 **ARTICLE 12 – PROBATIONARY PERIOD**

1 **Section 1. Duration.**

2 The length of the probationary period shall be ten (10) months of continuous observed service
3 in the bargaining unit in a particular facility. Up to six (6) months service in temporary,
4 provisional, emergency or unclassified appointments shall count towards completion of the
5 probationary period provided that there is no interruption of more than ten (10) days between
6 such prior service and the probationary appointment, and provided further, that the prior
7 service is with the same facility. The ten (10) months service requirement shall be broken by
8 resignation, termination, or retirement. Additionally, leaves of absence without pay in excess
9 of ten (10) work days and suspensions shall not be credited toward completion of the
10 probationary period.

11 When transferring from one seniority unit to another within the same agency, the probationary
12 period will be six (6) months or the remainder of the initial probationary period, whichever is
13 longer. Probationary period for any transferring teacher may be waived in writing by the
14 Appointing Authority at any time for any transferring teacher.

15 The Appointing Authority and the Association may mutually agree to extend the probationary
16 period up to the maximum amount of time allowed by Minn. Stat. 43A.16 (2 years).

17 **Section 2. Permanent Status.**

18 Upon written notice submitted by the Appointing Authority to the Commissioner of Minnesota
19 Management ~~and~~ Budget that the probationary teacher has satisfactorily completed the
20 probationary period, or if the Appointing Authority fails to take action, either to grant
21 permanent status or to terminate a probationary teacher, the teacher will be given permanent

1 status.

2 **Section 3. Grievance Procedure.**

3 Probationary teachers may be terminated during the probationary period at the discretion of
4 the Appointing Authority. Such termination shall not be construed as a discharge pursuant to
5 Article 16. Accordingly, probationary teachers who are terminated shall not have access to the
6 arbitration step of the Grievance Procedure set forth in Article 17.

7 **ARTICLE 13 – VACANCIES**

8 **Section 1. Posting.**

9 Announcements of vacant or new positions which the Appointing Authority determines to fill
10 shall be posted electronically or on each Local Association bulletin board for a minimum of
11 seven (7) calendar days. When the seven (7) calendar day posting requirement would be met
12 on a Saturday, Sunday, or holiday, the expiration date of the posting shall be the day following
13 the weekend or holiday. The announcement shall indicate the date posted and a deadline date
14 for receipt of written or electronic applications. Such announcement shall not be removed by
15 the Appointing Authority until the deadline date.

16 **Section 2. Application.**

17 A teacher may apply for a posted vacancy by submitting a written or electronic application to
18 the appropriate Appointing Authority.

19 **Section 3. Filling Positions.**

20 A. After satisfying provisions of Article 15, Layoff, Section 4, Recall, the Appointing Authority

1 shall give consideration to all timely applications for voluntary transfer prior to considering
2 external applicants and before permanently filling any new or vacant positions.

3 Each Appointing Authority which determines to fill a teacher vacancy shall mail a copy of its
4 vacancy to the SRSEA Field Representative, the SRSEA President, and to the local
5 Association Representative. Electronic mail is acceptable.

6 Any interested current teacher of another Appointing Authority or department who applies
7 in a timely fashion shall be given consideration.

8 B. The Appointing Authority shall have the right to fill vacant or new positions on a temporary
9 basis pending completion of the application process.

10 C. When the Appointing Authority determines to fill a part-time position, any current part-
11 time teacher in that seniority unit who is determined to be qualified by the Appointing
12 Authority, shall, at their request, be granted an interview. At its sole discretion, the
13 Appointing Authority may grant the additional hours to the part-time teacher so long as the
14 teacher's total hours do not exceed a full-time position.

15 D. **Contracting of Services.** Minnesota Statutes Sections 16C.08, 43A.047, and 179A.23 contain
16 provisions regarding contracting for services. These statutes are not grievable or arbitrable
17 under this Agreement.

18 **Section 4. Transfer.**

19 Teachers shall not be involuntarily transferred from one seniority unit to another.

20 **Section 5. Reassignment.**

1 Notwithstanding the above, the Appointing Authority reserves the right to assign and reassign
2 teachers to positions within the same seniority unit and bargaining unit, provided however that
3 the Appointing Authority may not assign a teacher to a vacancy for which a Seniority Unit layoff
4 list exists containing the name(s) of a teacher(s) who is properly licensed or qualified where no
5 licensure exists and has greater seniority than the teacher to be reassigned. Whenever possible,
6 the Appointing Authority will give reasonable notice prior to the reassignment.

7 Prior to reassigning a teacher, the Appointing Authority shall seek qualified volunteers. In
8 instances where the Appointing Authority has determined that more than one (1) volunteer
9 qualifies for the reassignment, the most senior qualified volunteer shall be reassigned. If the
10 Appointing Authority determines that there are no qualified volunteers, the Appointing
11 Authority shall reassign the least senior qualified teacher.

12 **Section 6. Waiver.**

13 Upon mutual agreement between the Association and the Appointing Authority, the provisions
14 of this Article may be waived to accommodate the placement of teachers returning to work
15 from a workers' compensation disability leave.

16 **ARTICLE 14 – SENIORITY**

17 **Section 1. In General.**

18 A. Seniority shall be defined as the length of continuous service within the bargaining unit and
19 Agency with the State of Minnesota since the last date of hire. Seniority shall be forfeited
20 when a teacher separates from State employment. Time on the layoff list or an approved
21 leave of absence is not a separation.

1 B. Seniority shall apply to all subject areas in which the teacher is licensed as required by the
2 State of Minnesota, and to all subject areas for which the teacher is qualified/credentialed
3 where no specific licensure exists. Criteria for qualification in areas where no specific
4 licensure exists shall be determined by the Appointing Authority following a state meet and
5 confer meeting, and shall not be subject to the grievance procedure. A copy of the
6 established criteria shall be given to the Association. The same date for seniority shall apply
7 to all areas in which the teacher is or becomes licensed, or qualified/credentialed where no
8 specific licensure exists.

9 C. Teachers working less than full-time shall accrue seniority on a pro-rata basis. This shall be
10 determined by multiplying the teacher's length of service at their current seniority unit and
11 the teacher's full-time equivalence (FTE). The resulting number shall be the teacher's length
12 of service for seniority purposes and shall be reflected on the Seniority Roster form found in
13 Appendix M.

14 **Section 2. Seniority List.**

15 A. By October 1 of each year, a teacher may submit to the Appointing Authority evidence of
16 any licensure(s) or credential(s) obtained by that teacher.

17 B. No later than November 30 of each year, the Appointing Authority shall post either
18 electronically or on the teacher bulletin board(s) at each seniority unit, and furnish a copy
19 to the Association, a seniority list for each subject or area of assignment for that seniority
20 unit. A teacher's name shall appear in order of seniority under each subject area for which
21 they are assigned, licensed, or, where there is no licensure, credentialed/qualified. The

1 seniority list shall be completed in a format as found in Appendix M.

2 C. If two (2) teachers have the same amount of seniority, the tie shall be broken in order of
3 the following criteria:

- 4 1. Total number of years of teaching experience with the State of Minnesota.
- 5 2. Total number of years of formal teaching experience as documented by the teacher's
6 retirement plan credit.
- 7 3. Highest advanced education related degree.

8 If a tie still exists, seniority positions shall be determined by the lowest teaching license
9 file folder number.

10 D. A teacher disagreeing with their placement on the seniority list shall have thirty (30)
11 calendar days from the posting date to supply evidence in support of a seniority change. If
12 there is not satisfactory resolution within twenty (20) calendar days of the requested
13 seniority change, a teacher may seek resolution through the grievance procedure. The
14 Appointing Authority shall within thirty (30) calendar days of the resolution post any
15 revisions to the seniority list which resulted from a resolution of a dispute over placement
16 on the list. Errors of fact on the seniority roster may be raised by either party at any time.

17 **ARTICLE 15 – LAYOFF**

18 **Section 1. Exclusions.**

19 The provisions of this Article do not apply to unclassified, temporary, or emergency teachers.

1 **Section 2. Layoff.**

2 An Appointing Authority may layoff a teacher by reason of abolition of the position, shortage of
3 work or funds, or other reasons outside the teacher’s control which do not reflect discredit on
4 the service of the teacher.

5 A. For a full-time, unlimited teacher, a layoff occurs when their hours of work are reduced for
6 a period longer than ten (10) consecutive working days. In addition any reduction in hours
7 of a part-time, unlimited teacher, except for intermittents, which would place the teacher
8 outside the bargaining unit shall constitute a layoff.

9 B. If the Appointing Authority determines that a layoff is to occur, the Appointing Authority
10 will make every effort to execute the layoff date in a timely manner that would allow the
11 teacher to seek employment in another educational system.

12 C. In the event of layoff, the Appointing Authority at the seniority unit shall determine the
13 subject area(s) and employment condition(s) (i.e., full-time unlimited, part-time unlimited,
14 intermittent, seasonal full-time, seasonal part-time) in which reduction is to be made.

15 D. The least senior teacher assigned to the affected subject matter area, seniority unit and
16 employment condition shall be given notice of layoff. The Appointing Authority shall
17 provide written notice to the teacher and the designated Association representative at least
18 thirty (30) working days, whenever practicable, but at least twenty-one (21) days prior to
19 the effective date of the layoff. The notice shall state the reason for layoff, the effective
20 date of layoff, and the estimated length of the layoff period.

- 1 E. A teacher notified of layoff may bump another, less senior teacher in the same seniority
2 unit in the following order:
- 3 1. If the teacher has seniority in other subject area(s), they may bump (displace) the least
4 senior teacher with the same employment condition who is assigned to a subject area in
5 which the bumping teacher has seniority. If this option is not available, then the teacher
6 may proceed to #2.
- 7 2. If the teacher has seniority in the same or other subject area(s), they may bump
8 (displace) the least senior teacher with a different employment condition who is
9 assigned to a subject area in which the bumping teacher has seniority.
- 10 F. A more senior teacher may be laid off out of seniority order upon their request and with the
11 approval of the Appointing Authority.
- 12 G. At the discretion of the Appointing Authority, a teacher under notice of permanent layoff
13 may be granted transition leave under Article 18, Leaves of Absence, Section 4K.
- 14 H. A teacher who has been permanently laid off may be entitled to insurance under Article 22,
15 Insurance, Section 3.D.1., Special Eligibility - Teachers on Layoff, and/or severance pay
16 under Article 28, Severance Pay.

17 **Section 3. Layoff List.**

- 18 A. **Seniority Unit Layoff List.** The name(s) of teacher(s) who have been laid off shall be placed
19 on a Seniority Unit Layoff List for the seniority unit, geographic location, and employment
20 condition from which the teacher was laid off. Teachers may also indicate in writing, on a

1 document provided by the Appointing Authority, other employment conditions for which
2 they are available. The teacher's name shall remain on the layoff list for a minimum of one
3 (1) year, or for a period equal to the teacher's seniority up to a maximum of four (4) years.

- 4 B. **Bargaining Unit Layoff List.** The name(s) of teacher(s) on layoff shall also be placed on a
5 Bargaining Unit Layoff List for the bargaining unit, geographic location and employment
6 condition from which they were laid off. Names shall be retained on the Bargaining Unit
7 Layoff List for a minimum of one (1) year, or for a period of time equal to the teacher's
8 seniority up to a maximum of four (4) years.

9 When a teacher's name is placed on the Bargaining Unit Layoff List, the teacher shall
10 indicate in writing the geographic location(s) for which they would accept recall. The
11 teacher may change their availability by notifying Minnesota Management ~~and~~
12 Budget in writing.

- 13 C. **Copies to Association.** Upon request to Minnesota Management ~~and~~ Budget a copy of
14 these layoff lists shall be furnished to the Association and/or Local Association.

15 **Section 4. Recall.**

- 16 A. If a Seniority Unit has a vacancy and there are teachers on the Seniority Unit Layoff List for
17 that Seniority Unit, the teacher on that list with the most seniority who is licensed or, in
18 areas where no licensure exists, qualified/credentialed in the subject matter(s) in which the
19 vacancy occurred shall be recalled.
- 20 B. If no teacher on the Seniority Unit Layoff List set forth in Section 5A is licensed or, in areas

1 where no licensure exists, qualified or credentialed in the subject matter(s) in which the
2 vacancy occurred, the teacher with the most seniority on the Bargaining Unit Layoff List
3 who is licensed or, in areas where no licensure exists, qualified or credentialed in the
4 subject matter(s) in which the vacancy occurred shall be recalled. Teachers shall be
5 recalled only to the locations for which they indicated availability.

6 C. No appointment of a new teacher shall be made while there is available on layoff a teacher
7 who is properly licensed or, in areas where no licensure exists, qualified/credentialed to fill
8 such a vacancy.

9 D. A recalled teacher may be required to serve a new probationary period if they were on
10 layoff from one Seniority Unit and is recalled by another.

11 E. Upon recall, accrual rates applied to salary and fringe benefits shall be the same as existed
12 at the time of the layoff.

13 F. A teacher shall be notified of recall by personal notice, certified mail (return receipt
14 required), or email (teacher's email response required) sent to the teacher's last known
15 address (or email address) at least fifteen (15) calendar days prior to the reporting date. An
16 Appointing Authority shall notify a teacher by email only if the teacher has approved of this
17 method of notice in writing. The teacher shall notify the Appointing Authority by certified
18 mail (return receipt required) or email within five (5) calendar days of receipt of notification
19 of intent to return to work and shall report for work on the reporting date unless other
20 arrangements are made. It shall be the teacher's responsibility to keep the Appointing
21 Authority informed of their current address (and email address, if applicable).

1 **Section 5. Removal from Layoff List.**

- 2 A. If a teacher is recalled, the teacher’s name shall be removed from both layoff lists. In the
3 event that a teacher is recalled to a Seniority Unit other than the one from which they were
4 laid off, and the teacher does not successfully complete the probationary period, such
5 teacher’s name shall be restored to the original Seniority Unit Layoff List for the remainder
6 of the time period originally provided in Section 3, Layoff List, subdivision A.
- 7 B. Failure to accept recall to a position which meets the availabilities specified by the teacher
8 will result in removal from both layoff lists.
- 9 C. A teacher shall be removed from both layoff lists upon the teacher’s resignation, retirement
10 or termination from State service.
- 11 D. It shall be the teacher’s responsibility to keep Minnesota Management ~~and~~ Budget
12 informed of their current address, any changes in licensure or credentials, and any
13 changes in acceptable geographic locations and employment conditions.

14 **Section 6. Labor Management Cooperation.**

15 When an Appointing Authority initiates a planning process or management study which is
16 anticipated to result in layoff, the Appointing Authority will meet and confer with the
17 Association during the decision planning phase and again during the implementation planning
18 phase. The Appointing Authority and the Association shall enter into negotiations regarding a
19 Memorandum of Understanding upon the request of either party to modify this Agreement
20 regarding the implementation plans which shall include, but are not limited to, the following:

- 1 1. length of the layoff notice;
- 2 2. job and retraining opportunities;
- 3 3. alternative placement methods;
- 4 4. early retirement options pursuant to Minn. Stat. 43A.24, subd. 2(i);
- 5 5. other methods of mitigating layoffs or their effect on teachers.

6 **ARTICLE 16 – DISCIPLINE**

7 **Section 1. Non-Disciplinary Action.**

8 Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the
9 attention of the teacher and, if corrected, shall not be entered into the teacher's personnel file.

10 **Section 2. Disciplinary Action.**

11 Disciplinary action shall be imposed on teachers only for just cause.

12 A. Discipline shall include only the following, but not necessarily in this order:

13 1. Oral reprimand (not arbitrable), or

14 2. Written reprimand, or

15 3. Suspension, or

16 ~~3-4.~~ Suspension – equivalent reduction of vacation balance*, or

17 5. Discharge.

1 * The Appointing Authority may subtract vacation hours from the employee's accumulated
2 vacation balance. In order to implement this type of suspension, the employee who is being
3 disciplined must have at least sixty four~~ty~~ (64~~50~~) hours of vacation in their vacation bank
4 before the disciplined is issued. The maximum amount of vacation that may be reduced in lieu
5 of an unpaid suspension is limited to the equivalent of three (3) working days. In the case of
6 those employees working twenty-four (24) hour shifts, the amount of vacation reduction for
7 each suspension is limited to twenty-four (24) hours. An unpaid suspension and a suspension –
8 equivalent reduction of vacation balance may be combined into one discipline at the Appointing
9 Authority's discretion.

10 B. **Association Representation.** The Appointing Authority shall not meet with a teacher for the
11 purpose of questioning the teacher during an investigation that may lead to discipline
12 without first offering the teacher an opportunity for Association representation. An
13 Association representative who provides representation during the Association
14 representative's work hours at such an investigatory interview or any meeting related to a
15 suspension, discharge or vacation deduction at which an employee is entitled to Association
16 representation (in other words, a *Loudermill* meeting) shall have no loss of pay. Any teacher
17 waiving the right to such representation must do so in writing prior to the questioning. A
18 copy of such waiver shall be furnished to the local Association president or designated
19 representative upon request. The teacher shall be advised of the nature of the allegation(s)
20 prior to questioning.

21 C. **Reprimand.** If the Appointing Authority has reason to reprimand a teacher, it shall be done

1 in such a manner that will not embarrass the teacher before other teachers, students, or the
2 public.

3 D. **Identifying Reprimands.** Oral reprimands shall be clearly identified as such at the time
4 disciplinary action is administered.

5 E. **Notification.** A copy of a written reprimand shall be given to the teacher prior to having such
6 reprimand placed in the personnel file. When either a suspension or a discharge is intended,
7 the Appointing Authority shall, before or at the time the action is taken, notify the teacher
8 in writing of the specific reason(s) for such action.

9 **Section 3. Investigative Meetings.**

10 In order that no unwarranted disciplinary action will be taken against a teacher, the Appointing
11 Authority will make a full and comprehensive investigation of any alleged violation of the
12 Agreement, rules and regulations, laws or other restrictive edicts affecting a teacher(s) that
13 could be sufficient cause for disciplinary action. Upon request of a teacher who is the subject of
14 an investigation, the Appointing Authority shall inform the teacher whether the status of the
15 investigation is active or is no longer active.

16 **Section 4. Investigatory Leave.**

17 The Appointing Authority/designee may place a teacher who is the subject of a disciplinary
18 investigation on an investigatory leave with pay, provided a reasonable basis exists to warrant
19 such leave.

20 **Section 5. Procedure for Discharge of Permanent Teachers.**

1 The Appointing Authority shall not discharge a permanent, classified teacher without just
2 cause. If the Appointing Authority believes there is just cause for discharge, the teacher and the
3 Association shall be notified in writing that the teacher is to be discharged and shall be
4 furnished with the reason(s) therefore, and the effective date of the discharge. The teacher
5 shall be given an opportunity to hear an explanation of the evidence, if requested, against
6 them, to present their side of the story and is entitled to Association representation at such
7 meeting, upon request. An Association representative who provides representation during the
8 Association representative's work hours at such a meeting (the Loudermill meeting) shall have
9 no loss of pay. The right to such meeting shall expire at the end of the next scheduled work day
10 of the teacher after the notice of discharge is delivered to the teacher, unless the teacher and
11 the Appointing Authority agree otherwise. The discharge shall not become effective during the
12 period when the meeting may occur. The teacher shall remain in pay status during the time
13 between the notice of discharge and the expiration of the meeting. If the teacher was not in
14 pay status at the time of the notice of discharge, the Appointing Authority shall pay the teacher
15 for the time between the notice of discharge and the expiration of the meeting.

16 The Association, with the consent of the affected teacher, shall have the right to take up the
17 discharge at the second (2nd) step of the grievance procedure and the matter shall be handled
18 in accordance with this procedure if requested by the Association. A teacher found to be
19 unjustly discharged shall be reinstated in accordance with the conditions agreed to between
20 the parties or the decision of the Arbitrator.

21 **Section 6. Personnel File.**

1 A teacher's personnel file shall contain only materials that are related to their employment.

2 An oral reprimand shall not become a part of a teacher's personnel file. Investigations which do
3 not result in disciplinary actions shall not be entered into a teacher's personnel file.

4 Each teacher shall be promptly furnished with a copy of all evaluative and disciplinary entries
5 into the permanent personnel file. A teacher shall have the right to place in their personnel file,
6 a written response which shall be attached to the relevant document. Such responses must be
7 submitted in a timely fashion.

8 Upon the written request of a teacher, a written reprimand shall be removed after eighteen
9 (18) months and a written record of a suspension of ten (10) or fewer days after three (3) years
10 from the teacher's permanent personnel file provided that no further disciplinary action has
11 been taken.

12 Materials placed in the teacher's personnel file, upon the teacher's request and by a showing of
13 the teacher that such material is incomplete, inaccurate, or false, are to be immediately
14 expunged from the file.

15 The contents of a teacher's permanent personnel file shall be disclosed to the teacher upon
16 request and to the teacher's Association representative upon the written request of the
17 teacher. Upon written request, copies of such materials shall be provided at the expense of the
18 teacher or Association.

19 Only the permanent personnel file may be used as evidence in any disciplinary action or
20 hearing. This does not limit, restrict or prohibit the Appointing Authority from submitting

1 supportive documentation or testimony, either oral or written, in any disciplinary hearing, nor
2 does it so limit the Association.

3 **ARTICLE 17 – GRIEVANCE PROCEDURE**

4 **Section 1. Definitions.**

5 **Grievance.** "Grievance" means a dispute or disagreement as to the interpretation or application
6 of any term or terms of this Agreement.

7 **Days.** "Days" means working days. Working days means Monday - Friday throughout the entire
8 calendar year. This definition applies to teachers working both academic and non-academic
9 calendars.

10 **Service.** "Service" means personal service, by email, or by U.S. mail.

11 **Reduced to Writing.** "Reduced to Writing" means a concise statement outlining the nature of
12 the grievance, the provision(s) of the Agreement in dispute, and the relief requested.

13 **Answer.** "Answer" means a concise response outlining the Appointing Authority's position on
14 the grievance.

15 **Section 2. Grievance Steps.**

16 A. **Step 1. Informal.** Whenever any teacher, group of teachers, or the Association, has a
17 grievance, the grievant(s) and/or the Association representative shall meet on an informal
18 basis with the immediate supervisor or designee in an attempt to resolve the grievance
19 within twenty (20) days after the grievance occurred or twenty (20) days after the
20 grievant(s), through the use of reasonable diligence, should have had knowledge of the

- 1 occurrence that gave rise to the grievance.
- 2 B. **Step 2. Appointing Authority.** If the grievance is not resolved within ten (10) days of the
3 meeting at the informal step, the grievance may be reduced to writing by the teacher
4 and/or Association within ten (10) days of the immediate supervisor's or designee's
5 response and served upon the Chief Executive Officer, or designee, of the facility. Within
6 ten (10) days of receipt of the written grievance, the Chief Executive Officer or designee
7 shall arrange a meeting with the grievant(s) and/or Association representative and
8 endeavor to mutually resolve the grievance. Within ten (10) days of the meeting of the
9 parties, the Chief Executive Officer or designee shall serve a written answer to the grievance
10 upon the grievant(s) and Association.
- 11 C. **Step 3. Agency Head.** If the grievance remains unresolved, the Association, within ten (10)
12 days after the response of the Chief Executive Officer, or designee, may appeal the
13 grievance to the Agency Head of the affected Department, or designee. Within ten (10) days
14 of receipt of the written grievance, the Agency Head, or designee, shall arrange a meeting
15 with the grievant(s) and/or the Association representative and endeavor to mutually resolve
16 the grievance. Within ten (10) days of the meeting of the parties, the Agency Head, or
17 designee, shall respond to the grievance in writing. If the Appointing Authority and the
18 Agency Head are the same, this step shall be eliminated and the Association shall
19 immediately proceed to Step 4 of the Grievance Procedure.
- 20 D. **Step 4. Mediation.** If the grievance remains unresolved after receiving the response at the
21 last step, within ten (10) days either party may request, in writing, mediation. The written

1 request shall be directed to the State and Local Association representative (in case of a
2 request by the Appointing Authority) or to the Chief Executive Officer (in case of a request
3 by the Association). Within ten (10) days of the request, the party receiving the request
4 shall respond in writing. If neither party requests mediation within ten (10) days after
5 receiving the previous step response, the Association may immediately proceed to Step 5 of
6 the Grievance Procedure.

7 **E. Step 5. Arbitration.**

- 8
- 9 1. If the grievance remains unresolved after mediation, the Association shall have ten (10)
10 days after the date of mediation at Step 4 to appeal the grievance, in writing, to
11 arbitration.
 - 12 2. If the parties do not agree to mediate the grievance, the Association shall have ten (10)
13 days after the denial of mediation at Step 4 to appeal the grievance, in writing, to
14 arbitration.
 - 15 3. If neither party requests mediation within ten (10) days after receiving the previous step
16 response, the Association shall have ten (10) days from the last date available to
17 request mediation to appeal the grievance, in writing, to arbitration.

18 In any of the above listed situations, the grievance may be appealed to arbitration by
19 serving written notice upon the Assistant Commissioner of Minnesota Management
20 and Budget (State Labor Negotiator), or designee. The parties shall endeavor to
21 select a mutually acceptable arbitrator to hear and decide the grievance. If the parties

1 are unable to agree on an arbitrator, either party may request from the Commissioner
2 of the Bureau of Mediation Services, State of
3 Minnesota, a list of at least five (5) potential arbitrators. The parties shall alternately strike
4 names from the list of arbitrators until one (1) name remains. The remaining arbitrator shall
5 hear and decide the grievance. If the parties are unable to agree on who shall strike the first
6 name, the question shall be decided by the flip of a coin.

7 **Section 3. Fees and Expenses.**

8 Each party shall be responsible for equally compensating the arbitrator for their fee and
9 necessary expenses. If either party desires a verbatim record of the proceedings, it may cause
10 such a record to be made, provided it pays for the record, and the other party may then obtain
11 a copy at the cost prescribed by the transcriber or their service agreement, whichever is less.

12 **Section 4. Arbitrator's Authority.**

13 The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the
14 provisions of this Agreement. They shall consider and decide only the specific issue or issues
15 submitted to them. The arbitrator's decision shall be binding on all parties to the dispute unless
16 the decision is contrary to, inconsistent with, or modifying or varying in any way the application
17 of laws, rules, or regulations having the force and effect of law. The decision shall be based
18 solely upon the arbitrator's interpretation and application of the expressed terms of this
19 Agreement and to the facts of the grievance presented. The decision shall be issued to the
20 parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State
21 of Minnesota. The arbitrator shall submit his/her decision in writing within thirty (30) calendar

1 days following the close of the hearing or the submission of briefs by the parties, whichever is
2 later, unless the parties agree to an extension.

3 **Section 5. Processing of Grievances.**

4 Processing of all grievances shall be during the normal work day whenever possible, and the
5 grievant shall not lose wages due to their necessary participation. For purposes of this
6 paragraph, teachers entitled to wages during their necessary participation in a grievance
7 proceeding are the grievant and another teacher if selected by the grievant, however, paid time
8 to process first and second step grievances shall not include travel time.

9 **Section 6. Time Limits.**

10 The parties, by mutual written agreement, may waive any step and extend any time limit in this
11 Grievance Procedure. However, failure by the Association or the teacher to adhere to the time
12 limits specified herein will result in a forfeit of the grievance. If the Employer does not answer a
13 grievance or an appeal thereof within the specified time limit, the Association may elect to
14 treat the grievance as denied at that step and appeal the grievance to the next step.

15 Grievances involving teachers in more than one facility may, at the option of the Association, be
16 reduced to writing by the Association and submitted to the Employer at Step 2.

17 **Section 7. Identifying Designees.**

18 The parties will supply the names of designees of each facility for each step of the grievance
19 procedure. No member of the bargaining unit shall be an Employer designee for any step of the
20 grievance procedure.

1 **Section 8. Veterans' Preference.**

2 If a teacher/former teacher pursues an appeal procedure under Minn. Stat. 197.46 (or other
3 applicable Veterans' Preference law), the teacher/former teacher shall be precluded from
4 making an appeal under the grievance procedure.

5 **ARTICLE 18 – LEAVES OF ABSENCE**

6 **Section 1. Application for Leave.**

7 All requests for a leave of absence shall be submitted in writing by the teacher to the teacher's
8 immediate supervisor. All requests for leave shall be submitted as soon as the need for such
9 leave is known. The request shall state the reason for and the anticipated duration of the leave
10 of absence.

11 **Section 2. Authorization for Leave.**

12 Prompt authorization for or denial of a leave of absence shall be furnished to the teacher in
13 writing by the supervisor.

14 **Section 3. Statutory Leaves.**

15 Leaves provided by Minnesota Statutes are contained in Appendix L.

16 **Section 4. Leaves of Absence with Pay.**

17 A. **Military Leave.** In accordance with Minn. Stat. 192.26, up to fifteen (15) working days leave
18 per calendar year shall be granted to members of the National Guard or military or naval
19 reserves of the United States or of the State of Minnesota and who are ordered or
20 authorized by the appropriate authorities to engage in training or active service.

- 1 B. **Court Appearance Leave.** Leave shall be granted for appearances before a court, legislative
2 committee, or other judicial or quasi-judicial body as a witness in an action involving the
3 Federal Government, the State of Minnesota, or a political subdivision thereof, in response
4 to a subpoena or other direction of proper authority when such leave request is for job-
5 related purposes. Leave shall also be granted for attendance in court in connection with a
6 teacher’s official duty, which shall include any necessary travel time. However, a teacher
7 shall not be granted leave with pay for a teacher or Association initiated lawsuit against the
8 State.
- 9 C. **Jury Duty Leave.** Leave shall be granted for service upon a jury. Compensation shall be at
10 the teacher’s regular base rate of pay. Teachers whose scheduled shift is other than a day
11 shift shall be reassigned to a day shift during the period of service upon a jury. “Service
12 upon a jury” includes times when the teacher is impaneled for actual service or is required
13 by the court to be present for potential service. During any other time, the teacher shall
14 report to work.
- 15 D. **Voting Time Leave.** Any teacher who is eligible to vote in any statewide primary,
16 Presidential primary, general election, tribal election, or at any election to fill a vacancy in
17 the office of a representative in Congress, or in the office of state senator or state
18 representative may absent themselves from work for the purpose of voting during the
19 election day provided the teacher has made prior arrangements for such absence with their
20 immediate supervisor.
- 21 E. **Sabbatical Leave.** The purpose of sabbatical leaves is to give teachers the opportunity to

1 secure additional education, training, or experience which will make them better prepared
2 for carrying out their teaching assignments within the bargaining unit. Such leaves may be
3 granted if the following criteria are met:

- 4 1. The teacher has served on a full-time basis for six (6) or more consecutive academic
5 years.
- 6 2. The teacher has submitted a plan for the sabbatical leave which is designed to serve the
7 purpose described above.
- 8 3. The Appointing Authority has determined that funds are available for this purpose and
9 that staffing needs of the facility/institution can be met.
- 10 4. The number of sabbaticals approved for an institution does not exceed five percent
11 (5%) of the number of full-time equivalent teacher positions allocated to the institution
12 for that year, or one (1), whichever is greater.

13 Applications for sabbaticals shall be submitted at least ninety (90) days prior to the
14 commencement of the planned sabbatical, and notice of approval or rejection shall be given
15 to the teacher within thirty (30) days of the leave request.

16 If the number of applications in a given institution exceeds five percent (5%) of the number
17 of full-time teacher positions allocated to the institution for that year, approval will be
18 granted to those who have the greatest number of consecutive years of full-time service
19 without having been granted a sabbatical leave. Applicants who meet all criteria except
20 those exceeding the five percent (5%) limit, shall be placed at the head of the list, for the

1 next year or for full-time vacancies created by cancellation, in order of descending number
2 of years without having been granted a sabbatical leave.

3 Sabbatical leave shall be for a minimum of one quarter, one semester, or one summer
4 session, but may not exceed the equivalent of one calendar year.

5 Teachers on sabbatical leave shall receive one-half of their salary. Teachers on sabbatical
6 leave may accept scholarships, fellowships, grants or other employment which serves the
7 purpose of the sabbatical leave. However, earnings from such employment plus the
8 sabbatical leave payment which are in excess of the teacher's salary schedule income shall
9 be reimbursed to the Appointing Authority.

10 Time spent on sabbatical leave shall be treated as continuous state service. The teacher
11 shall be entitled to the insurance coverage provided by the Employer during their sabbatical
12 leave. Sick leave and vacation leave shall be accrued on a pro rata basis.

13 F. **Bereavement Leave.** The use of a reasonable amount of sick leave shall be granted in cases
14 of death of the spouse or domestic partner, or parents and grandparents of the spouse or
15 parents/step parents, grandparents, guardian, children, grandchildren, brothers, sisters,
16 stepbrothers, stepsisters, wards, or stepchildren of the employee. In addition, sick leave,
17 limited to eight (8) hours, shall be granted in the case of the death of a parent of the
18 employee's minor child. The supervisor shall make a reasonable effort to adjust the hours of
19 an employee in order to permit their attendance at the funeral of a co-worker. Teachers
20 who do not have sufficient accruals to take bereavement leave for the covered family
21 members identified above, shall be credited with a reasonable amount of sick leave, not to

1 exceed forty (40) hours per fiscal year for this purpose. Such credit shall be reduced
2 proportionally as sick leave is accumulated.

3 G. **Natural Disaster or Catastrophe Leave.** In the event of a local disaster, leave shall be
4 granted to bona fide members of emergency operations organizations, such as Red Cross
5 Disaster Teams, Volunteer Fire Departments, Police Reserves, and Civil Defense agencies
6 during the critical phases of the disaster. However, an Appointing Authority may deny such
7 leave if an emergency situation exists at the facility and the teacher's services are needed.
8 Additionally, it is agreed that the Employer is not liable for workers' compensation claims
9 arising out of the activities of teachers using leave under this provision. Teachers shall
10 receive their regular rate of pay but shall remit to their Appointing Authority fees/amounts
11 received for services rendered for any particular emergency call out.

12 H. **Teachers' Convention Leave.** NOTE: Reference to this leave has been moved to Article 10,
13 Professional Development.

14 I. **Blood Donation Leave.** Leave shall be granted to teachers to donate blood at any
15 Appointing Authority locally endorsed program.

16 J. **Personal Leave.** During the first six (6) months of employment with the State of Minnesota,
17 a teacher shall have sixteen (16) hours of personal leave. The use of such leave must have
18 prior approval of the Appointing Authority before it can be used.

19 K. **Transition Leave.** At the Appointing Authority's discretion, a teacher under notice of
20 permanent layoff may continue in payroll status for up to eighty (80) hours of paid leave,

1 ending at the date of layoff.

2 L. **Investigatory Leave.** See Article 16, Discipline, Section 4.

3
4 M. **Emergency Leave.** The Commissioner of Minnesota Management ~~and~~ Budget, after
5 consultation with the Commissioner of Public Safety, may excuse State teachers from duty
6 with full pay in the event of a natural or human-made emergency, if continued operation
7 would involve a threat to the health or safety of individuals. Absence with pay shall not
8 exceed sixteen (16) working hours at any one time unless the Commissioner of Minnesota
9 Management ~~and~~ Budget authorizes a longer duration.

10 N. **Paid Administrative Leave.** At the Appointing Authority's discretion, a teacher may be
11 placed on paid administrative leave for up to thirty (30) calendar days when the teacher has
12 been involved in a critical incident or when their continued presence in the workplace poses
13 a risk to the teacher or the organization. The Local Association will be provided with
14 notification at the time the teacher is placed on the leave. Any extension(s) must be
15 mutually agreed to between the Appointing Authority and the Local Association. At the
16 request of the Local Association, the Appointing Authority will provide information to the
17 Local Association regarding the status of the teacher on the leave. It is the Appointing
18 Authority's policy to return a teacher to active duty status as soon as it is practical and
19 prudent.

20 O. **Paid Parental Leave.**

21 1. **Length of Leave.** Paid parental leaves of absence of up to six (6) consecutive weeks shall

1 be granted to eligible state employees who request such leave following the birth or
2 adoption of a child.

3 **2. Eligibility.** Employees are eligible if they meet eligibility criteria for Family and Medical
4 Leave Act (“FMLA”) leave, which generally means the employee has been employed by the
5 Employer for twelve (12) months and has worked at least 1,250 hours during the year
6 immediately preceding the leave. Paid parental leave (“PPL”) is available to employees who
7 experience the following qualifying events:

- 8 • An employee or their spouse/partner gives birth to the employee’s child;
- 9 • A child is placed in the employee’s home for adoption; or
- 10 • A child is placed in the employee’s home to adjudicate parentage in cases of
11 surrogacy when the employee is the intended parent.

12 **3. Use.** Eligible employees must complete PPL within six (6) months of the qualifying event.
13 At the Appointing Authority’s discretion, employees may be allowed intermittent or
14 reduced schedule use of leave, which must be completed within twelve (12) months of the
15 qualifying event. PPL not used within the required timeframe shall not be carried over or
16 cashed out.

17 **4. Interaction with Other Leaves.** Paid parental leave will run concurrently with any unpaid
18 leave(s) that parents may be entitled to under other provisions of this Agreement or
19 provided by law. Employees shall not receive other types of paid leave provided by this
20 Agreement (*e.g.*, sick, vacation, compensatory time) for hours for which they are receiving
21 PPL.

1 **Section 5. Leaves of Absence Without Pay.**

2 A. **Military Leave.** In accordance with Minn. Stat. 192.261 and federal law, leave shall be
3 granted to a teacher who voluntarily or involuntarily enters into active military service,
4 active duty for training, initial active duty for training, inactive duty for training, or full-time
5 National Guard duty in the armed forces of the United States for the period of military
6 service, not to exceed five (5) years plus such additional time as the teacher may be
7 required to serve pursuant to law. Leave time for service in the military shall be considered
8 as paid leave for purposes of vacation leave and sick leave accrual.

9 At a teacher's request, a teacher on unpaid military leave shall be allowed to supplement
10 such leave with vacation leave in accordance with law. Any vacation leave used must have
11 been accumulated prior to the start of the military leave.

12 B. **Unclassified Service Leave.** Leave may be granted to any teacher to accept a position in the
13 unclassified service of the State of Minnesota.

14 C. **Medical Leave.**

15
16 1. **Teacher Requested.** Leave of absence for the duration of the disability for a period up
17 to six (6) consecutive months shall be granted to any permanent teacher who, as a
18 result of an extended illness or injury including pregnancy or childbirth related
19 disabilities, has exhausted their accumulation of sick leave. Upon the request of such
20 teachers, such leave may be extended up to a total maximum of one (1) year. In all
21 cases a physician's statement indicating diagnosis, prognosis and estimated length of

1 disability is required before such leave is granted. A teacher returning from teacher-
2 requested medical leave shall be reinstated to their original job or to a position of like
3 status, pay and seniority.

4 **2. Appointing Authority Initiated.**

5
6 a. If the Appointing Authority has reasonable cause to believe that a permanent
7 teacher is unfit or unable to perform the duties of their position as a result of
8 disability, injury or illness, after consultation with the Association, the teacher may
9 be placed on a leave of absence for a period not to exceed six (6) months in
10 duration.

11 b. Such leave may not be initiated unless the Appointing Authority has offered the
12 teacher the opportunity to participate in the Employee Assistance Program or
13 another rehabilitation program and only after an evaluation by a private medical
14 practitioner.

15 c. The selection of a private medical practitioner shall be mutually agreed upon
16 between the Appointing Authority and the Association. If the parties are unable to
17 mutually agree, the Appointing Authority shall be free to send the teacher to a
18 private medical practitioner of the Appointing Authority's choosing. This evaluation
19 shall be at no cost to the teacher.

20
21 d. A teacher on this leave may use their accumulated sick or vacation leave and may

1 continue participation in the group insurance program in accordance with the terms
2 in Article 22, Insurance.

3 e. The Appointing Authority agrees that it will limit documentation related to the
4 evaluation in a teacher’s personnel file to the practitioner's medical conclusion as to
5 whether that teacher is fit for duty. The Appointing Authority agrees to maintain the
6 information noted above in strict confidentiality unless it becomes the subject of a
7 grievance.

8 f. In the event of a grievance arising from an Appointing Authority's determination of a
9 teacher’s fitness to perform their job, where a medical examination has been
10 conducted, the Association agrees that the teacher shall waive patient/doctor
11 confidentiality to allow access to their relevant medical records by the Appointing
12 Authority or the grievance shall be deemed waived.

13 g. Teachers returning from an Appointing Authority Initiated leave shall be reinstated
14 to their original job or to a position of comparable duties, if qualified, within the
15 same Appointing Authority. Teachers granted such leave shall not be permitted to
16 bump an existing teacher. If a teacher has been on this leave for six (6) months, at
17 the request of the teacher or the Association, the Appointing Authority shall
18 reorient the teacher to their job.

19 All teachers returning from medical leaves shall accrue sick and vacation leave at the same
20 rate and with the same accredited length of service that existed at the time of their leave
21 and shall receive all fringe benefits in accordance with the terms of the current Agreement

1 between the Employer and the Association. A returning teacher shall retain their original
2 anniversary date and shall be reinstated in the insurance program in accordance with the
3 terms of the master insurance contract.

4 D. **Parenting Leave.** Requests for parenting leaves of absence shall be submitted not later than
5 the end of the sixth month of pregnancy of the teacher or spouse and shall be accompanied
6 by a physician's statement indicating the estimated date of delivery of the child. Parenting
7 leave shall be granted to all teachers who request it. Parenting leave shall not be considered
8 the same as medical leave, and it shall continue up to six (6) consecutive months, and shall
9 be reduced by any paid or unpaid leave of absence or by any summer break in service.
10 Parenting leaves may be extended up to a total maximum of one (1) year by mutual consent
11 between the teacher and the Appointing Authority.

12 Teachers returning from parenting leave shall be reinstated to their original job or to a
13 position of like status, pay and leave at the same rate and with the same accredited length
14 of service that existed at the time of their leave and shall receive all fringe benefits in
15 accordance with the terms of the current Agreement between the Employer and the
16 Association. A returning teacher shall retain their original anniversary date and shall be
17 reinstated in the insurance program in accordance with the terms of the master insurance
18 contract.

19 E. **Adoption Leave.** Requests for adoption leaves of absence shall be submitted six (6)
20 ~~months~~^{weeks} in advance, if possible, but in no event less than three (3) days prior to such
21 leave and shall be granted to all teachers who request same. The leave shall commence

1 on the date requested by the teacher and shall continue up to six (6) ~~months-weeks~~
2 provided, however, that adoption leave may be extended up to a total maximum of one
3 (1) year by mutual consent between the teacher and the Appointing Authority. Teachers
4 returning from an adoption leave shall be reinstated to their original job or to a position of
5 like status, pay, and seniority. Returning teachers shall accrue sick and vacation leave at
6 the same rate and with the same accredited length of service that existed at the time of
7 their leave and shall receive all fringe benefits in accordance with the terms of the current
8 Agreement between the Employer and the Association. A returning teacher shall retain
9 their original anniversary date and shall be reinstated in the insurance program in
10 accordance with the terms of the master insurance contract.

11 F. **Association Leave.** Upon at least ~~30~~¹⁴ (~~thirty~~^{fourteen}) calendar days written notice by the
12 Association to the Enterprise Director of Labor Relations, leave shall be granted to teachers
13 who are officially appointed full time representatives of the Association. The Appointing
14 Authority may request the Association to confirm the teacher's continuation on Association
15 Leave.

16 G. **Professional Development Leave.** In recognition of the philosophy of professional
17 development as described in Article 10, Section 1, upon request, leave may be granted to
18 any teacher for the purpose of professional development. Such requests shall not be
19 unreasonably denied.

20 H. **Long Term Personal Leave.** Upon request, leave may be granted for a specific period of
21 time, up to two (2) years in duration, to any teacher, for the purpose of travel or personal

1 reasons and shall not be unreasonably denied. No such leave shall be granted for the
2 purpose of securing other employment, except as provided in this Article.

- 3 I. **Extended Leave.** At the discretion of the Appointing Authority, an extended leave of
4 absence of at least two (2) but no more than five (5) years may be granted to a teacher with
5 at least ten (10) years of State service in the bargaining unit since their last date of
6 appointment. Such leave may be extended to no more than five (5) years with agreement of
7 the Appointing Authority.

8 At the discretion of the Appointing Authority, a teacher may return to employment before
9 the expiration date of an extended leave provided that the teacher notifies the Appointing
10 Authority, in writing, of such intent six (6) months prior to the date of return or before the
11 first of February for the next academic year.

12 At least sixty (60) days prior to the expected end of an extended leave, the Appointing
13 Authority shall send a reminder to the teacher requesting confirmation that the teacher
14 plans to return from leave as scheduled. If the teacher does not provide such confirmation
15 at least thirty (30) days prior to their expected return date, they may be considered to have
16 resigned at the completion of the leave.

17 A teacher may be granted only one leave pursuant to this section in their career with the
18 State of Minnesota.

19 The time spent by a teacher on an extended leave pursuant to this section shall not be
20 included in step progression upon return from the leave. Any credits earned by a teacher on

1 an extended leave pursuant to this section shall not be applied toward the teacher's lane
2 placement for a length of time equal to the length of the leave.

3 For insurance purposes, a teacher on an extended leave pursuant to this section, may
4 continue participation in the group insurance plan found in Article 22, provided that the
5 teacher bears the full premium costs during the leave.

6 J. C700 Leave. At the discretion of the Appointing Authority, a teacher may be granted up
7 to 700 hours of unpaid leave under the C700 Program.

8 **Section 6. Cancellation of Leaves of Absence.**

9 All discretionary leaves of absence designated in Section 5 shall be subject to the condition that
10 the Appointing Authority may cancel the leave at any time and shall give written notice to the
11 teacher and the Association, specifying a reasonable date of termination of the leave.

12 **Section 7. Reinstatement from Leave of Absence.**

13 A teacher granted a leave of absence shall be returned to employment at the expiration of the
14 leave unless the position occupied prior to such leave has been abolished and no person of less
15 seniority is employed at the facility in the same classification at the date of expiration of the
16 leave.

17 Subject to paragraph 1 above, with the exception of an extended leave, a teacher may return to
18 employment at any time prior to the expiration of the leave with the agreement of the
19 Appointing Authority.

20 Subject to paragraph 1 above, the return of a teacher to employment prior to the expiration

1 date of an extended leave shall be governed by the conditions set forth in Section 51 of this
2 Article.

3 The name of a teacher who is laid off prior to expiration of a leave of absence because of
4 abolition of the position as provided above shall be placed on the appropriate layoff list.

5 **ARTICLE 19 – VACATION LEAVE**

6 **Section 1. General Conditions.**

7 A. **Accruals.** Teachers on an unlimited appointment, except intermittents working less than
8 sixty-seven (67) working days in any twelve (12) month period, shall accrue vacation pay
9 according to the below rates. Additionally, teachers appointed to a temporary unclassified
10 position for more than six (6) months shall be eligible teachers for the purposes of this
11 section. Connect 700 Program employees shall be considered eligible during their on-the-
12 job demonstration process for purposes of this Article. Hours of vacation leave used by
13 the Connect 700 Program employee during their on-the-job demonstration process shall
14 not be counted toward the seven hundred (700) hours.

Length of Service	Rate Per Full Payroll Period
0 through 5 years	4 working hours
After 5 through 8 years	5 working hours
After 8 through 12 years	7 working hours
After 12 through 18 years	7 1/2 working hours
After 18 through 25 years	8 working hours

Length of Service	Rate Per Full Payroll Period
After 25 through 30 years	8 1/2 working hours
After 30 years	9 working hours

1 For purposes of determining changes in a teacher’s accrual rate, Length of Service shall not
2 include periods of suspension, or unpaid non-medical leaves of absence, that are more than
3 one (1) full payroll period in duration. However, accrual rates shall not be adjusted for
4 teachers on military leave or if the leave is FMLA qualifying. Additionally, the Length of
5 Service requirement shall only include a teacher’s service in a vacation eligible status or
6 equivalent as determined by the Appointing Authority. This method shall not be used to
7 change any Length of Service determined prior to the effective date of this Agreement.

8 Length of service may also include time spent in other formal teaching positions as stated
9 below:

10 A teacher who is appointed to or occupies a position covered by this agreement within
11 three (3) academic years of separation from formal teaching positions, or other related
12 academic or professional work experiences while working under a teacher or school
13 administrator contract may, at the discretion of the Appointing Authority, transfer length of
14 service credit from those positions for purposes of vacation accrual. A career technical
15 teacher who is appointed to or occupies a position covered by this agreement within three
16 (3) years of separation from a related professional experience, may, at the discretion of the
17 Appointing Authority, transfer length of service credit from those position(s) for the
18 purposes of vacation accrual. Any increase in the vacation accrual rate which is the result of

1 the Appointing Authority decision, shall commence the pay period after the date of the
2 Appointing Authority decision. The Appointing Authority agrees to respond to a teacher's
3 request for length of service credit based on the teacher's prior teaching, academic or
4 professional work experience within thirty (30) calendar days from the date such request
5 was properly documented. Determinations made under this provision are not arbitrable
6 under this agreement.

7 A teacher who is reinstated or reappointed to state service within one (1) year of the date
8 of resignation or retirement shall accrue vacation leave at the same rate with the same
9 credit for length of service that existed at the time of such separation.

10 In the case of teachers who work a scheduled academic year that is less than a full calendar
11 year, such academic year shall be considered a calendar year for the purpose of this Article.

12 Changes in accrual rates shall be made effective at the beginning of the next payroll period
13 following completion of the specified Length of Service.

14 B. **Crediting and Use of Vacation Upon Entry.** Upon entry to State service, an eligible teacher
15 shall be credited with up to forty (40) hours of vacation leave. Such credit shall be reduced
16 proportionately as vacation leave is accumulated. Vacation hours credited upon entry to
17 State service but not offset by accumulated vacation prior to separation from State service
18 shall not be eligible for liquidation. If a current teacher in State service is appointed to a
19 SRSEA position and that teacher has their accumulated vacation leave hours transferred,
20 the teacher shall not be credited with additional vacation leave hours.

1 Teachers being paid for less than a full eighty (80) hour pay period shall have their vacation
2 accruals pro-rated as specified in Appendix A.

3 A teacher receiving sick leave or vacation leave, or Workers' Compensation supplemented
4 by either sick leave or vacation leave, shall accrue vacation leave pursuant to this section.

5 Teachers may accumulate unused vacation leave to any amount, provided that once during
6 each fiscal year each teacher's accumulation must be reduced to a maximum of two
7 hundred seventy-five (275) hours.

8 Teachers on a military leave under Article 18 shall earn and accrue vacation leave as though
9 actually employed, without regard to the maximum accumulation set forth above. Vacation
10 earned in excess of two hundred seventy-five (275) hours shall be taken within two (2)
11 years of the date the teacher returns from military leave.

12 **Section 2. Vacation Period.**

13 Reasonable effort shall be made by the Appointing Authority to schedule teacher vacations at a
14 time agreeable to the teacher insofar as adequate scheduling of the unit permits. Whenever
15 possible, vacation requests shall be submitted to the teacher's supervisor at least four (4)
16 weeks in advance. Teachers who fail to request their vacation leave at least four (4) weeks in
17 advance shall not be granted their vacation by seniority consideration over less senior teachers
18 who had submitted their requests prior to the four (4) week deadline. The supervisor shall
19 respond to the teacher in writing to all written requests within one (1) week.

20 If it becomes necessary to limit the number of teachers off on vacation at the same time, the

1 vacation schedule shall be established on the basis of seniority within subject matter specialty
2 in the event of any conflict over vacation periods. Any teacher who has not been offered
3 reasonable opportunity, or who has not been permitted to reduce their vacation accumulation
4 and who is about to lose vacation because they has or will reach the maximum accumulation of
5 vacation leave, shall be entitled to take sufficient vacation to prevent such loss upon two (2)
6 weeks advance notice to their supervisor. Nothing in this Section shall be construed to preclude
7 teachers from requesting and being granted vacation periods of one (1) day or less.

8 **Section 3. Vacation Usage.**

9 A. In the case of teachers who work a scheduled academic year that is less than a full calendar
10 year, vacation accruals shall be used by the teacher during official school breaks. With the
11 approval of the Appointing Authority, vacation days may be scheduled for the
12 aforementioned teachers during the normal academic year where teacher/pupil contact
13 time is required. Unused vacation accrual shall normally be paid in cash at the end of the
14 academic school year unless a carry-over is mutually agreed to by the Appointing Authority
15 and the teacher.

16 B. If a teacher becomes ill or disabled while on vacation leave, such leave shall be changed to
17 sick leave effective the date of the illness or disability, upon notice to the teacher's
18 Appointing Authority and provided the vacation leave is applicable to scheduled hours of
19 work.

20 C. Except for teachers who separate from State service prior to the completion of six (6)
21 months of continuous service, a teacher who is separated from State service by layoff,

1 resignation, death, or otherwise, shall be paid for the number of hours of unused vacation
2 leave accumulated to the teacher’s credit up to a maximum of two hundred sixty (260)
3 hours. At their option, the teacher may choose to have their accumulated vacation accruals,
4 up to a maximum of two hundred sixty (260) hours, contributed to their deferred
5 compensation account upon separation from state service.

6 D. A teacher who is transferred or accepts employment under the jurisdiction of a new
7 Appointing Authority, or in the unclassified service of the state, or an unclassified teacher
8 who transfers to the classified service, without interruption of service to the state shall be
9 permitted to transfer accumulated unused vacation leave.

10 **ARTICLE 20 – SICK LEAVE**

11 **Section 1. Sick Leave Accrual.**

12 Teachers on an unlimited basis, except intermittents working less than sixty-seven (67) working
13 days in any twelve (12) month period, shall accrue sick leave at the rate of four (4) hours per
14 pay period of continuous employment beginning with their date of hire. Additionally, teachers
15 appointed to a temporary unclassified position for more than six (6) months are eligible
16 teachers for the purposes of this section.

17 Teachers being paid for less than a full eighty (80) hour pay period shall have sick leave accruals
18 pro-rated as specified in Appendix B.

19 Teachers on a military leave under Article 18 shall earn and accrue sick leave as though actually
20 employed, pursuant to Minn. Stat. 192.26.

1 Connect 700 Program employees shall be considered eligible during their on-the-job
2 demonstration process for purposes of this Article. Hours of sick leave used by the Connect 700
3 Program employee during their on-the-job demonstration process shall not be counted toward
4 the seven hundred (700) hours.

5 **Section 2. Reinstatement of Sick Leave.**

6 An eligible teacher who is reinstated or reappointed to State service within four (4) years of the
7 date of resignation in good standing, or retirement shall have their accumulated but unused
8 sick leave balance restored and posted to their credit in the records of the Appointing
9 Authority.

10 Upon request, employees of the Legislative Branch who transfer or who are appointed to the
11 Executive Branch within four (4) years of the date of resignation in good standing or retirement
12 shall have accumulated unused sick leave posted to the teacher's credit.

13 **Section 3. Sick Leave Use.**

14 Any teacher, except intermittents working less than sixty-seven (67) working days in any
15 twelve- (12) month period, shall be granted sick leave with pay, not to exceed the teacher's
16 current sick leave accumulation, for absences necessitated by the following reasons:

17 A. Teacher.

- 18 1. Illness or medical disabilities including the period of time that a doctor certifies a female
19 teacher is unable to work because of pregnancy;
- 20 2. Medical or dental care;
- 21 3. Exposure to a contagious disease so that their attendance on duty may endanger the

1 health of other teachers or the public.

2 B. **Others.** Sick leave granted under paragraphs 1-4 below shall be for such reasonable periods
3 as the teacher's presence may be necessary due to the illness or injury of the following
4 family members:

- 5 1. Spouse;
- 6 2. Dependent child;
- 7 3. Adult child;
- 8 4. Ward,
- 9 5. Parent;
- 10 6. Brother or sister;
- 11 7. Step-parent;
- 12 8. Grandparent;
- 13 9. Grandchild;
- 14 10. Father-in-law, or
- 15 11. Mother-in-law.

16 With prior notice, a teacher may use sick leave to accompany a parent to a medical and/or
17 dental appointment. The parent does not need to live in the teacher's household. Teacher's
18 may use sick leave for the purposes of obtaining assistance or providing assistance to a
19 relative as named above because of sexual assault, domestic abuse, or stalking.

20 The Appointing Authority may limit the use of personal sick leave for the reasons listed
21 above to a cap of one hundred and sixty (160) hours in any twelve (12) month period in

1 accordance with Minnesota law.

2 C. **Birth or Adoption.** Up to five (5) days of sick leave shall be granted for birth or adoption of a
3 child. In the case of adoption, and at the sole discretion of the Appointing Authority,
4 additional sick leave may be granted to acquire the child, but in no case may the total leave
5 granted exceed seven (7) days.

6 **Section 4. Sick Leave Request.**

7 Whenever possible, teachers must submit their request for sick leave to their immediate
8 supervisor in advance of the absence. When a teacher cannot obtain advance approval of their
9 absence, it shall be their responsibility to notify their supervisor by telephone or other means
10 as soon as possible, after their normal reporting time. Supervisors shall be required to answer
11 all requests for sick leave promptly.

12 Teachers using leave under this Section shall furnish a statement from a medical practitioner
13 upon the request of the Appointing Authority for absences in excess of three (3) work days, or
14 when the Appointing Authority has a reasonable basis to believe that a teacher has abused or is
15 abusing sick leave.

16 The Appointing Authority may also request a statement from a medical practitioner if the
17 Appointing Authority has reason to believe the teacher is not physically fit to return to work or
18 has been exposed to a contagious disease which endangers the health of other employees,
19 clients or the public.

20 **ARTICLE 21 – HOLIDAYS**

1 **Section 1. Eligibility.**

2 Teachers on an unlimited appointment shall receive the following paid holidays. Additionally,
3 teachers appointed to a temporary unclassified position for more than six (6) months are
4 eligible teachers for purposes of this section. To be eligible, a teacher must be in payroll status
5 on the normal workday immediately preceding and the normal workday immediately following
6 the holiday(s). However, unlimited intermittent teachers must work the normal workday
7 immediately before and immediately after the holiday. Teachers who normally work less than
8 full-time shall have their holiday pay prorated in accord with the schedule set forth in Appendix

9 B-1. Connect 700 Program employees shall be considered eligible during their on-the-job
10 demonstration process for purposes of this Article. The Connect 700 Program employee's
11 holiday hours earned during their on-the-job demonstration process shall not count toward
12 the seven hundred (700) hours.

13 **Section 2. Designated Holidays.**

14 Teachers shall observe the actual holiday if it falls on a normally scheduled work day or on the
15 scheduled work day closest to the actual holiday if it does not fall on a normally scheduled work
16 day. The Appointing Authority may, with the agreement of the Local Association, designate
17 substitute days for the observance of the asterisked (*) holidays.

- 18 New Year's Day
- 19 *Martin Luther King Jr. Day
- 20 *President's Day
- 21 *Memorial Day

1 Juneteenth Day

2 Independence Day

3 *Labor Day

4 *Veteran's Day

5 Thanksgiving Day

6 *Day After Thanksgiving

7 Christmas Day

8 One Floating Holiday

9 Teachers shall receive one (1) floating holiday each fiscal year of this Agreement. The teacher
10 must request the floating holiday at least fourteen (14) calendar days in advance. The
11 Appointing Authority may limit the number of teachers that may be absent on any given day
12 subject to the operational needs of the Appointing Authority. The Appointing Authority shall
13 make a reasonable effort to approve the requested holiday. Floating holidays may not be
14 accumulated or paid off.

15 **Section 3. Religious Holidays.**

16 Any teacher who observes a religious holiday on a day which does not fall on a Sunday or a
17 legal holiday shall be entitled to such time off. Time to observe religious holidays shall be taken
18 without pay except where the teacher has sufficient accumulated vacation leave or, by mutual
19 consent, is able to make the time up. Teachers shall notify the Appointing Authority at least
20 ~~ten~~ five (5) working days prior to the leave.

21 **ARTICLE 22 – INSURANCE**

1 **Section 1. State Employee Group Insurance Program (SEGIP).**

2 During the life of this Agreement, the Employer agrees to offer a Group Insurance Program that
3 includes health, dental, life, and disability coverages equivalent to existing coverages, subject to
4 the provisions of this Article.

5 All insurance eligible teachers will be provided access to an electronic summary of benefits
6 (SOB) or certificate of coverage (COC) for each insurance product. These documents shall be
7 provided no less than biennially and prior to the beginning of the insurance year.

8 **Section 2. Eligibility for Group Participation.**

9 This section describes eligibility to participate in the Group Insurance Program.

10 1. **Teachers - Basic Eligibility.** Teachers may participate in the Group Insurance Program if they
11 are scheduled to work at least 1044 hours in any twelve consecutive months, except for: (1)
12 emergency, or temporary classified, or intermittent teachers; (2) student workers; and (3)
13 interns.

14 A teacher who is employed on the basis of an academic year and whose employment
15 contemplates absences from the State payroll during the summer months and during break
16 periods occurring at Christmas, New Year’s and Easter, shall continue to be eligible for
17 benefits provided they appear on the regular payroll for at least one working day for the
18 payroll period immediately preceding such break periods.

19 2. **Teachers - Special Eligibility.** The following teachers are also eligible to participate in the
20 Group Insurance Program:

1 1. **Teachers with a Work-related Injury/Disability.** A teacher who was off the State payroll
2 due to a work-related injury or a work-related disability may continue to participate in
3 the Group Insurance Program as long as such a teacher receives workers' compensation
4 payments or while the workers' compensation claim is pending.

5
6 2. **Totally Disabled Teachers.** Consistent with M.S. 62A.148, certain totally disabled
7 teachers may continue to participate in the Group Insurance Program.

8 3. **Separated Teachers Under M.S. 43A.27.** Pursuant to M.S. 43A.27, Subdivision 3a(1), A
9 teacher who separates or retires from State service and who, at the time of separation
10 has five (5) or more years of allowable pension service and is entitled to immediately
11 receive an annuity under a State retirement program and, who is not eligible for regular
12 (non-disability) Medicare coverage, may continue to participate in the health and dental
13 coverages offered through the Group Insurance Program.

14 Consistent with M.S. 43A.27, Subdivision 3, a retired teacher of the State who receives
15 an annuity under a State retirement program may continue to participate in the health
16 and dental coverages offered through the Group Insurance Program. Retiree coverage
17 must be coordinated with Medicare.

18 3. **Dependents.** Eligible dependents for the purposes of this Article are as follows:

19
20 1. **Spouse.** The spouse of an eligible teacher (if legally married under Minnesota law). For
21 the purposes of health insurance coverage, if that spouse works full-time for an

1 organization employing more than one hundred (100) people and ~~elects to receive~~
2 ~~either credits or cash~~ (1) elects to receive either credits or cash in place of health
3 insurance or health coverage or towards some other benefit in place of health
4 insurance, then they are not eligible for the comparable coverage or insurance under
5 this Article; or health coverage or (2) is enrolled in a high deductible medical insurance
6 plan (as defined by the IRS) that includes a contribution to a health savings account
7 (HSA) through their employing organization, then they are not eligible for medical
8 coverage under this Article. ~~in addition to a health plan with a seven hundred and fifty-~~
9 ~~dollar (\$750) or greater deductible through their employing organization, they are not~~
10 ~~eligible to be a covered dependent for the purposes of this Article. If both spouses work~~
11 ~~for the State or another organization participating in the State's Group Insurance~~
12 ~~Program, neither spouse may be covered as a dependent by the other, unless one~~
13 ~~spouse is not eligible for a full Employer Contribution as defined in Section 3A.~~
14 ~~Effective January 1, 2015 if~~ When both spouses work for the State or another
15 organization participating in the State ~~'s~~ Employee -Group Insurance Program, a
16 spouse may be covered as a dependent by the other but when covered as a
17 dependent they may not carry their own coverage (members may only be covered
18 once).

19 2. **Children.**

20 a. **Health and Dental Coverage:** A dependent child is an eligible teacher's child to age
21 twenty-six (26).

1 b. **Dependent Child:** A “dependent child” includes a teacher’s (1) biological child, (2)
2 child legally adopted by or placed for adoption with the teacher, (3) step-child,
3 and (4) foster child who has been placed with the teacher by an authorized
4 placement agency or by a judgment, decree, or other court order. For a step-child
5 to be considered a dependent child, the teacher must be legally married to the
6 child’s legal parent or legal guardian. A teacher (or the teacher’s spouse or jointly)
7 must have permanent, full and sole legal and physical custody of the foster child.

8 c. **Coverage Under Only One Plan:** For purposes of (a) and (b) above, if the teacher’s
9 adult child (age 18 to 26) works for the State or another organization participating in
10 the State’s Group Insurance Program, the child may not be covered as a dependent
11 by the teacher unless the child is not eligible for a full Employer Contribution as
12 defined in Section 3A.

13 Effective January 1, 2015 for purposes of (a) and (b) above, if the teacher’s adult child
14 (age 18 to 26) works for the State or another organization participating in the State’s
15 Group Insurance Program, the child may be covered as a dependent by the teacher.

16 3. **Grandchildren.** A dependent grandchild is an eligible teacher’s unmarried dependent
17 grandchild who:

18 a. Is financially dependent upon the teacher for principal support and maintenance
19 and has resided with the teacher continuously from birth, or

20 b. Resides with the teacher and is dependent upon the teacher for principal support

1 and maintenance and is the child of the teacher's unmarried child (the parent) to
2 age nineteen (19).

3 If a grandchild is legally adopted or placed in the legal custody of the grandparent,
4 they are covered as a dependent child under Section 2C (2) and (4).

5 4. **Disabled Child with a Disability.** A ~~disabled~~ dependent child with a disability is an
6 eligible teacher's child or grandchild regardless of marital status, who was covered and
7 then disabled prior to the limiting age or any other limiting term required for dependent
8 coverage and who continues to be incapable of self-sustaining employment by reason of
9 developmental disability, mental illness or disorder, or physical disability, and is chiefly
10 dependent upon the teacher for support and maintenance, provided proof of such
11 incapacity and dependency must be furnished to the health carrier by the teacher or
12 enrollee within thirty one (31) days of the child's attainment of the limiting age or any
13 other limiting term required for dependent coverage. The ~~disabled~~ dependent with a
14 disability is eligible to continue coverage as long as ~~s/he~~they ~~continues~~
15 and dependent, unless coverage terminates under the contract.

16 5. **Qualified Medical Child Support Order.** A child who would otherwise meet the eligibility
17 requirements and is required to be covered by a Qualified Medical Child Support Order
18 (QMCSO) is considered an eligible dependent.

19 6. **Child Coverage Limited to Coverage Under One Teacher.** If both spouses work for the
20 State or another organization participating in the State's Group Insurance Program,
21 either spouse, but not both, may cover the eligible dependent children or grandchildren.

1 This restriction also applies to two divorced, legally separated, or unmarried teachers
2 who share legal responsibility for their eligible dependent children or grandchildren.

3 4. **Continuation Coverage.** Consistent with state and federal laws, certain teachers, former
4 teachers, dependents, and former dependents may continue group health, dental, and/or
5 life coverage at their own expense for a fixed length of time. As of the date of this
6 Agreement, state and federal laws allow certain group coverages to be continued if they
7 would otherwise terminate due to:

- 8 a. termination of employment (except for gross misconduct);
- 9 b. layoff;
- 10 c. reduction of hours to an ineligible status;
- 11 d. dependent child becoming ineligible due to change in age, student status, marital status,
12 or financial support (in the case of a foster child or stepchild);
- 13 e. death of teacher;
- 14 f. divorce or legal separation; or
- 15 g. a covered teacher's enrollment in Medicare.

16 **Section 3. Eligibility for Employer Contribution.**

17 This section describes eligibility for an Employer Contribution toward the cost of coverage.

18 A. **Full Employer Contribution - Basic Eligibility.** Teachers covered by this Agreement who are
19 scheduled to work at least seventy-five (75) percent of the time are eligible for the full
20 Employer Contribution. This means:

- 1 1. Teachers who are scheduled to work at least eighty (80) hours per pay period for a
2 period of nine (9) months or more in any twelve (12) consecutive months.
- 3 2. Teachers who are scheduled to work at least sixty (60) hours per pay period for twelve
4 (12) consecutive months, but excluding part-time or seasonal teachers serving on less
5 than a seventy-five (75) percent basis.
- 6 3. Teachers of the Perpich Center for Arts Education, the Minnesota State Academy for the
7 Deaf and the Minnesota State Academy for the Blind who work at least three-quarter
8 (3/4) time for the nine-month academic year.

9 B. **Partial Employer Contribution - Basic Eligibility.** The partial Employer Contribution for
10 health and dental coverages is seventy-five percent (75%) of the full Employer Contribution.

- 11 1. **Part-time Teachers.** Effective July 13, 1994, teachers who hold part-time, unlimited
12 appointments and who work at least fifty percent (50%) of the time but less than
13 seventy-five percent (75%) of the time are eligible for partial Employer Contribution.

14 This means:

- 15 a. Teachers who hold part-time appointments or seasonal employees and who are
16 scheduled to work at least forty (40) hours but less than sixty (60) hours per pay
17 period for twelve (12) consecutive months.
- 18 b. Teachers who hold part-time appointments and who are scheduled to work at least
19 one thousand forty-four (1044) hours over a period of any twelve (12) consecutive
20 months.

- 1 2. **Part-time Teachers - Academic Year.** Effective July 13, 1994, teachers who hold part-
- 2 time unlimited appointments during an academic year schedule and who work at least
- 3 fifty percent (50%) of the time but less than seventy-five percent (75%) of the time are
- 4 eligible for the Employer Contribution. This means:
- 5 a. Teachers who hold part-time appointments and who are scheduled to work at least
- 6 forty (40) hours but less than sixty (60) hours per pay period for twelve (12)
- 7 consecutive months.
- 8 b. Teachers who hold part-time appointments and who are scheduled to work at least
- 9 one thousand forty-four (1044) hours over a period of any twelve (12) consecutive
- 10 months.
- 11 C. **Participation Eligibility - No Employer Contribution.** Part-time teachers who work less than
- 12 fifty percent (50%) in an academic or calendar year schedule and were participating in the
- 13 plan at their own expense on June 30, 1999, are allowed to continue participating in the
- 14 plan. All other part-time teachers working less than fifty percent (50%) in an academic or
- 15 calendar year schedule are not eligible for participation in the plan.
- 16 D. **Special Eligibility.** The following teachers also receive an Employer Contribution:
- 17 1. **Teachers on Layoff.** A classified teacher who receives an Employer Contribution, who
- 18 has three (3) or more years of continuous service, and who has been permanently laid
- 19 off, remains eligible for an Employer Contribution and all other benefits provided under
- 20 this Article for an extended benefit eligibility period of six (6) months from the date of

1 layoff.

2 **Permanent Layoff.** The calculation in determining the six (6) month duration of
3 eligibility for an employer contribution begins on the date the teacher is permanently
4 laid off or accepts an appointment in lieu of layoff without a break in service with a
5 lesser employer-paid insurance contribution than the teacher was receiving in the
6 appointment from which the layoff occurred and is no longer actively employed in the
7 appointment from which the layoff occurred.

8 In the event the teacher, while on permanent layoff, is rehired to any state job
9 classification with a lesser employer-paid insurance contribution than the teacher is
10 receiving under the six (6) months of insurance continuation, the teacher shall continue
11 to receive the employer contribution toward the employer-paid insurance for the
12 duration of the six (6) months.

13 However, notwithstanding the paragraph above, in the event the teacher successfully
14 claims another state job in any agency and classification which is insurance eligible
15 without a break in service, and is subsequently non-certified or involuntarily separated,
16 the six (6) month duration for the employer contribution toward insurance benefits will
17 begin at the time the teacher is non-certified or otherwise involuntarily separated and is
18 no longer actively employed by the Employer.

19 In no event shall an extended benefit eligibility period be longer than a total of six (6)
20 months. Further, a teacher must be receiving an Employer Contribution under Section 3
21 (A) or (B) at the time of layoff in order to be eligible for the six (6) months continuation

1 of insurance.

2 2. **Work-related Injury/Disability.** A teacher who receives an Employer Contribution and
3 who is off the State payroll due to a work-related injury or a work-related disability
4 remains eligible for an Employer Contribution as long as such a teacher receives
5 workers' compensation payments. If such teacher ceases to receive workers'
6 compensation payments for the injury or disability and is granted a medical leave under
7 Article 18, they shall be eligible for an Employer contribution during that leave.

8 3. **Corrections Early Retirement Incentive.** Please refer to Article 23, Corrections Early
9 Retirement Incentive.

10 E. **Maintaining Eligibility for Employer Contribution.**

11 1. **General.** A teacher who receives a full or partial Employer Contribution maintains that
12 eligibility as long as the teacher meets the Employer Contribution eligibility
13 requirements, and appears on a State payroll for at least one (1) full working day during
14 each payroll period. This requirement does not apply to teachers who receive an
15 Employer Contribution while on layoff as described in Section 3D1, or while eligible for
16 workers' compensation payments as described in Section 3D2.

17 2. **Unpaid Leave of Absence.** If a teacher is on an unpaid leave of absence, then vacation
18 leave, compensatory time, or sick leave cannot be used for the purpose of maintaining
19 eligibility for an Employer Contribution by keeping the teacher on a State payroll for one
20 (1) working day per pay period.

21 3. **School Year Employment.** If a teacher is employed on the basis of a school year and

1 such employment contemplates absences from the State payroll during the summer
2 months or vacation periods scheduled by the Appointing Authority which occur during
3 the regular school year, the teacher shall nonetheless remain eligible for an Employer
4 Contribution, provided that the teacher appears on the regular payroll for at least one
5 (1) working day in the payroll period immediately preceding such absences.

- 6 4. **Special Leaves.** A teacher who is on an approved FMLA leave or on a Voluntary
7 Reduction in Hours as provided elsewhere in this Agreement maintains eligibility for an
8 Employer Contribution.

9 **Section 4. Amount of Employer Contribution.**

10 The Employer Contribution amounts and rules in effect on June 30, 20~~19~~21 will continue
11 through December 31, 20~~19~~21.

12 A. **Contribution Formula - Health Coverage.**

- 13 1. **Teacher Coverage.** For teacher health coverage for the 202~~0~~2 and 202~~1~~3 plan years,
14 the Employer contributes an amount equal to ninety-five percent (95%) of the teacher-
15 only premium of the Minnesota Advantage Health Plan (Advantage).

- 16 2. **Dependent Coverage.** For dependent health coverage for the 202~~0~~2 and 202~~1~~3 plan
17 years, the Employer contributes an amount equal to eighty-five (85) percent of the
18 dependent premium of Advantage.

19 B. **Contribution Formula - Dental Coverage.**

- 20 1. **Teacher Coverage.** For teacher dental coverage, the Employer contributes an amount
21 equal to the lesser of ninety (90) percent of the teacher premium of the State Dental

1 Plan, or the actual teacher premium of the dental plan chosen by the teacher.

2 However, beginning January 1, 2019, the minimum teacher contribution shall be
3 thirteen dollars and fifty cents (\$13.50) per month.

- 4 2. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an
5 amount equal to the lesser of fifty (50) percent of the dependent premium of the
6 State Dental Plan, or the actual dependent premium of the dental plan chosen by the
7 teacher.

- 8 C. **Contribution Formula - Basic Life Coverage.** For teacher basic life coverage and accidental
9 death and dismemberment coverage, the Employer contributes one-hundred (100)
10 percent of the cost.

11 **Section 5. Coverage Changes and Effective Dates.**

12 A. **When Coverage may be Chosen.**

- 13 1. **Newly Hired Teachers.** All teachers hired to an insurance eligible position must make
14 their benefit elections by their initial effective date of coverage as defined in this Article,
15 Section 5C. Insurance eligible teachers will automatically be enrolled in basic life
16 coverage. If teachers eligible for a full Employer Contribution do not choose a health
17 plan administrator and a primary care clinic by their initial effective date, and do not
18 waive medical coverage they will be enrolled in a Benefit Level Two clinic (or Level One,
19 if available) that meets established access standards in the health plan with the largest
20 number of Benefit Level One and Two clinics in the county of the teacher's residence at
21 the beginning of the insurance year. If a teacher does not choose a health plan

1 administrator and primary care clinic by their initial effective date, but was previously
2 covered as a dependent immediately prior to their initial effective date, they will be
3 defaulted to the plan administrator and primary care clinic in which they were
4 previously enrolled.

- 5 2. **Eligibility Changes.** Teachers who become eligible for a full employer contribution must
6 make their benefit elections within thirty (30) calendar days of becoming eligible. If
7 teachers do not choose a health plan administrator and a primary care clinic and do not
8 waive coverage within this thirty (30) day timeframe, they will be enrolled in a Benefit
9 Level Two clinic (or Level One, if available) that meets established access standards in
10 the health plan with the largest number of Benefit Level One and Two clinics in the
11 county of the teacher's residence at the beginning of the insurance year.

12 If teachers who become eligible for a partial Employer Contribution choose to enroll in
13 insurance, they must do so within thirty (30) days of becoming eligible or during open
14 enrollment.

15 A teacher may change their health or dental plan if the teacher changes to a new
16 permanent work or residence location, and the teacher's current plan is no longer
17 available. If the teacher has family coverage and if the new residence location is outside
18 the current plan's service area, the teacher shall be permitted to switch to a new plan
19 administrator and new Benefit Level within thirty (30) days of the residence location
20 change. The election change must be due to and correspond with the change in status.

21 A teacher who receives notification of a work location change between the end of an

1 open enrollment period and the beginning of the next insurance year may change their
2 health or dental plan within thirty (30) days of the date of the relocation under the
3 same provisions accorded during the last open enrollment period. A teacher or retiree
4 may also change health or dental plans in any other situation in which the Employer is
5 required by the applicable federal or state law to allow a plan change.

- 6 3. **Waiving Medical Coverage.** Effective July 1, 2017 teachers may choose to waive medical
7 coverage. If a teacher is eligible for the full employer contribution and desires to waive
8 medical coverage, the teacher must submit a Waiver of Medical Coverage form and
9 provide proof of other coverage by the end of the teacher's enrollment period. If a
10 teacher does not submit the form and proof by the end of the teacher's enrollment
11 period, the teacher will be enrolled in medical coverage, with the next opportunity to
12 waive coverage during Open Enrollment or upon a permitted Qualified Life Event. If a
13 teacher waives medical coverage, the teacher can elect it again during the next Open
14 Enrollment or midyear upon a permitted Qualified Life Event.

15 B. **When Coverage May be Changed or Cancelled.**

- 16 1. **Changes Due to a Life Event.** After the initial enrollment period and outside of any open
17 enrollment period, a teacher may elect to change health or dental coverage (including
18 adding or canceling coverage) and any applicable teacher contributions in the following
19 situations (as long as allowed under the applicable provisions, regulations, and rules of
20 the federal and state law in effect at the beginning of the plan year).
- 21 2. The request to change coverage must be consistent with a change in status that

1 qualifies as a life event, and does not include changing health or dental plans, which
2 may only be done under the terms of Section 5A above. Any election to add coverage
3 must be made within thirty (30) days following the event, and any election to cancel
4 coverage must be made within sixty (60) days following the event. (A teacher and a
5 retired teacher may add dependent health or dental coverage following the birth of a
6 child or dependent grandchild, or following the adoption of a child, without regard to
7 the thirty (30) day limit.) These life events (for both teachers and retirees) are:

8 A change in legal marital status, including marriage, death of a spouse, divorce, legal
9 separation and annulment.

10 a. A change in number of dependents, including birth, death, adoption, and placement
11 for adoption.

12 b. A change in employment status of the teacher, or the teacher's or retiree's spouse
13 or dependent, including termination or commencement of employment, a strike or
14 lockout, a commencement of or return from an unpaid leave of absence, a change in
15 worksite, and a change in working conditions (including changing between part-time
16 and full-time or hourly and salary) of the teacher, the teacher's or retiree's spouse
17 or dependent which results in a change in the benefits they receive under a cafeteria
18 plan or a health or dental plan.

19 c. A dependent ceasing to satisfy eligibility requirements for coverage due to
20 attainment of age or otherwise no longer meets the eligibility requirements under
21 Section 2C.

- 1 d. A change in the place of residence of the teacher, retiree or their spouse, or
2 dependent that is not in the health plan administrator's service area.
- 3 e. Significant cost or coverage changes (including coverage curtailment and the
4 addition of a benefit package).
- 5 f. Family Medical Leave Act (FMLA) leave.
- 6 g. Judgments, decrees or orders.
- 7 h. A change in coverage of a spouse or dependent under another Employer's plan.
- 8 i. Open enrollment under the plan of another Employer.
- 9 j. Health Insurance Portability and Accountability Act (HIPAA) special enrollment rights
10 for new dependents and in the case of loss of other insurance coverage.
- 11 k. A COBRA-qualifying event.
- 12 l. Loss of coverage under the group health plan of a governmental or educational
13 institution (a State's children's health insurance program, medical care program of
14 an Indian tribal government, State health benefits risk pool, or foreign government
15 group health plan).
- 16 m. Entitlement to Medicare or Medicaid.
- 17 n. Any other situations in which the group health or dental plan is required by the
18 applicable federal or state law to allow a change in coverage.

- 1 3. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above
2 situations, dependent health or dependent dental coverage may also be cancelled for any
3 reason during the open enrollment period that applies to each type of plan (as long as
4 allowed under the applicable provisions, regulations and rules of the federal and state law
5 in effect at the beginning of the plan year).

- 6 4. **Canceling Teacher Coverage.** A part-time teacher may also cancel teacher coverage
7 within sixty (60) days of when one of the life events set forth above occurs.

- 8 5. **Effective Date of Benefit Termination.** Medical, dental, and life coverage termination
9 will take effect on the first of the month following the loss of eligible teacher or
10 dependent status. Disability benefit coverage terminations will take effect on the day
11 following loss of eligible teacher or dependent status.

12 B. **Effective Date of Coverage.**

- 13
- 14 1. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance
15 Program is the ~~thirty-fifth~~thirtieth (30th) day following the teacher's first day of
16 employment, re-hire, or reinstatement with the State. The initial effective date of
17 coverage for a teacher whose eligibility has changed is the date of the change. A teacher
18 must be actively at work on the initial effective date of coverage, except that a teacher
19 who is on paid leave on the date State-paid life insurance benefits increase is also
20 entitled to the increased life insurance coverage. In no event shall a teacher's
21 dependent's coverage become effective before the teacher's coverage.

1 If a teacher is not actively at work due to teacher or dependent health status or medical
2 disability, medical and dental coverage will still take effect. (Life and disability coverage
3 will be delayed until the teacher returns to work.)

4 C. **Delay in Coverage Effective Date.**
5

6 a. **Basic Life.** If a teacher is not actively at work on the initial effective date of coverage,
7 coverage will be effective on the first day of the teacher's return to work. The
8 effective date of a change in coverage is not delayed in the event that, on the date
9 the coverage change would be effective, a teacher is on an unpaid leave of absence
10 or layoff.

11 b. **Medical and Dental.** If a teacher is not actively at work on the initial effective date
12 of coverage due to a reason other than hospitalization or medical disability of the
13 teacher or dependent, medical and dental coverage will be effective on the first day
14 of the teacher's return to work.

15 The effective date of a change in coverage is not delayed in the event that, on the
16 date the coverage change would be effective, a teacher is on an unpaid leave of
17 absence or layoff.

18
19 c. **Optional Life and Disability Coverages.** In order for coverage to become effective,
20 the teacher must be in active payroll status and not using sick leave on the first day
21 following approval by the insurance company. If it is an open enrollment period,
22 coverage may be applied for but will not become effective until the first day of the

1 teacher's return to work.

2 D. **Open Enrollment.**

3 1. **Frequency and Duration.** There shall be an open enrollment period for health coverage
4 in each year of this Agreement, and for dental coverage in the first year of this
5 Agreement. Dental coverage will be offered during the 2023 plan year Open
6 Enrollment. Each year of the Agreement, all teachers shall have the option to complete
7 a Health Assessment. Open enrollment periods shall last a minimum of fourteen (14)
8 calendar days each year of this Agreement. Open enrollment changes become effective
9 on January 1 of each year of this Agreement. Subject to a timely contract settlement,
10 the Employer shall make open enrollment materials available to teachers at least
11 fourteen (14) days prior to the start of the open enrollment period.

12 2. **Eligibility to Participate.** A teacher eligible to participate in the State Employee Group
13 Insurance Program, as described in Sections 2A and 2B, may participate in open
14 enrollment. In addition, a person in the following categories may, as allowed in section
15 5D1 above, make certain changes: (1) a former teacher or dependent on continuation
16 coverage, as described in Section 2D, may change plans or add coverage for health
17 and/or dental plans on the same basis as active teachers; and (2) an early retiree, prior
18 to becoming eligible for Medicare, may change health and/or dental plans as agreed to
19 for active teachers, but may not add dependent coverage.

20 3. **Materials for Teacher Choice.** Each year prior to open enrollment, the Appointing
21 Authority will give eligible teachers the information necessary to make open enrollment

1 selections. Teachers will be provided a statement of their current coverage each year of
2 the contract.

3 E. **Coverage Selection Prior to Retirement.** A teacher who retires and is eligible to continue
4 insurance coverage as a retiree may change their health or dental plan during the sixty (60)
5 calendar day period immediately preceding the date of retirement. The teacher may not
6 add dependent coverage during this period. The change takes effect on the first day of the
7 month following the date of retirement.

8 **Section 6. Basic Coverages.**

9 A. **Teacher and Family Health Coverage.**

10 1. **Minnesota Advantage Health Plan (Advantage).** The health coverage portion of the
11 State Employee Group Insurance Program is provided through the Minnesota
12 AdvantageHealth Plan (Advantage), a self-insured health plan offering four (4) Benefit
13 Level options. Provider networks and claim administration are provided by multiple plan
14 administrators. Coverage offered through Advantage is determined by Section 6A2.

15 2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, 20~~19~~21 through
16 December 31, 20~~19~~21, health coverage under the SEGIP will continue at the level in
17 effect on June 30, 20~~19~~21. Effective January 1, 20~~20~~2, Advantage will cover eligible
18 services subject to the copayments, deductibles and coinsurance coverage limits stated.
19 Services provided through Advantage are subject to the managed care procedures and
20 principles, including standards of medical necessity and appropriate practice, of the plan
21 administrators. Coverage details are provided in the Advantage Summary of Benefits.

1 a. **Benefit Options.** Teachers must elect a plan administrator and primary care clinic.

2 Those elections will determine the Benefit Level through Advantage. Enrolled
3 dependents must elect a primary care clinic that is available through the plan
4 administrator chosen by the teacher.

5 1) **Plan Administrator.** Teachers must elect a plan administrator during their initial
6 enrollment in Advantage and may change their plan administrator election only
7 during the annual open enrollment and when permitted under Section 5.
8 Dependents must be enrolled through the same plan administrator as the
9 teacher.

10 2) **Benefit Level.** The primary care clinics available through each plan administrator
11 are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart
12 below. Primary care clinics may be in different Benefit Levels for different plan
13 administrators. Family members may be enrolled in clinics that are in different
14 Benefits Levels. Teachers and their dependents may change to clinics in different
15 Benefit Levels during the annual open enrollment. Teachers and their
16 dependents may also elect to move to a clinic in a different Benefit Level within
17 the same plan administrator up to two (2) additional times during the plan year.
18 Unless the individual has a referral from their primary care clinic, there are no
19 benefits for services received from providers in Benefit Levels that are different
20 from that of the primary care clinic in which the individual has enrolled.

21 3) **Primary Care Clinic.** Teachers and each of their covered dependents must

1 individually elect a primary care clinic within the network of providers offered by
 2 the plan administrator chosen by the teacher. Teachers and their dependents
 3 may elect to change clinics within their clinic’s Benefit Level as often as the plan
 4 administrator permits and as outlined above.

5 4) **Advantage Benefit Chart for Services Incurred During Plan Years ~~2020-2~~**
 6 **and20213.**

<u>20202</u> and <u>20213</u>	Benefit Level 1	Benefit Level 2	Benefit Level 3	Benefit Level 4
Benefit Provision	The member pays:	The member pays:	The member pays:	The member pays:
Deductible for all services except drugs and preventive care (S/F)	\$250/\$500	\$400/\$800	\$750/\$1,500	\$1,500/\$3,000

Office visit copay/ urgent care (copay waived for preventive services)				
For 2020				
1) Having taken health assessment and opted in for health coaching	1) \$30	1) \$35	1) \$65	1) \$85
2) Not having taken health assessment or not having opted in for health coaching.	2) \$35	2) \$40	2) \$70	2) \$90
For 2021				
The incentive is changed and the only available copay option is copay #2.				

In-Network Convenience Clinics and Online Care (deductible waived)	\$0	\$0	\$0	\$0
Emergency room copay	\$100 not <u>subject to the</u> <u>Deductible</u>	\$100 25 not <u>subject to the</u> <u>Deductible</u>	\$100 50 not <u>subject to the</u> <u>Deductible</u>	\$350 not <u>subject to the</u> <u>Deductible</u> N/A – subject to Deductible and 25% Coinsurance to OOP maximum
2020 2022 and 2021 2023 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Facility copays • Per inpatient admission (waived for admission to Center of	\$100	\$200	\$500	N/A – subject to Deductible and 25% Coinsurance to OOP maximum

Excellence) • Per outpatient surgery	\$60	\$120	\$250	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	10%	15%	25%	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for lab, pathology and X-ray (not included as part of preventive care and not subject to office visit or facility	10% (90% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible

copayments)				
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
Copay for three-tier prescription drug plan	Tier 1: \$18 Tier 2: \$30 Tier 3: \$55	Tier 1: \$18 Tier 2: \$30 Tier 3: \$55	Tier 1: \$18 Tier 2: \$30 Tier 3: \$55	Tier 1: \$18 Tier 2: \$30 Tier 3: \$55
Maximum drug out-of-pocket limit (S/F)	\$1,050/ \$2,100	\$1,050/ \$2,100	\$1,050/ \$2,100	\$1,050/ \$2,100

1

202022 and 202123	Benefit Level 1	Benefit Level 2	Benefit Level 3	Benefit Level 4
Benefit Provision	The member pays:	The member pays:	The member pays:	The member pays:
Maximum non-drug out-of-pocket limit (S/F)	\$1,700/ \$3,400	\$1,700/ \$3,400	\$2,400/ \$4,800	\$3,600/ \$7,200

2

~~b. Office Visit Copayment In 2020, the level of the office visit copayment applicable to~~

1 ~~a teacher and dependents is based upon whether the teacher has completed the~~
2 ~~on-line Health Assessment during open enrollment, and has agreed to opt-in for~~
3 ~~health coaching.~~

4 ~~e.b. Incentive.~~ In 2021, employees will receive a \$70 first-dollar credit to their
5 individual deductible (regardless of whether the employee is enrolled in single or
6 family coverage), conditional upon completion of qualifying activities in the ~~State-~~
7 ~~of Well-being~~ program by the deadline. ~~(The \$70 employee individual deductible~~
8 ~~credit replaces the copayment reduction.)~~

9 ~~e.c.~~ **Services received from, or authorized by, a primary care physician within the**

10 **primary care clinic.** Under Advantage, the health care services outlined in the
11 benefits charts above shall be received from, or authorized by a primary care
12 physician within the primary care clinic. Preventive care, as outlined in the Summary
13 of Benefits, is covered at one hundred (100) percent for services received from or
14 authorized by the primary care clinic. The primary care clinic shall be selected from
15 approved clinics in accordance with the Advantage administrative procedures.

16 Unless otherwise specified in 6A2, services not received from, or authorized by, a
17 primary care physician within the primary care clinic may not be covered. Unless the
18 individual has a referral from their primary care clinic, there are no benefits for
19 services received from providers in Benefit Levels that are different from that of the
20 primary care clinic in which the individual has enrolled.

21 ~~e.d.~~ **Services not requiring authorization by a primary care physician within the**
22 **primary care clinic.**

1) **Eye Exams.** Limited to one (1) routine examination per year for which no copay applies. Eye injury or illness at an in-network provider will be covered as an office visit based on the benefit level in which the individual is enrolled.

2) **Outpatient emergency and urgent care services within the service area.** The emergency room copay applies to all outpatient emergency visits that do not result in hospital admission within twenty-four (24) hours. The urgent care copay is the same as the primary care clinic office visit copay.

3) **Emergency and urgently needed care outside the service area.** Professional services of a physician, emergency room treatment, and inpatient hospital services are covered at eighty percent (80%) of the first two thousand dollars (\$2,000) of the charges incurred per insurance year, and one-hundred percent (100%) thereafter. The maximum eligible out-of-pocket expense per individual per year for this benefit is four hundred dollars (\$400). This benefit is not available when the member's condition permits them to receive care within the network of the plan in which the individual is enrolled.

4) **Ambulance.** The deductible and coinsurance for services not subject to copays applies.

f.e. Prescription drugs.

1) **Copayments and annual out-of-pocket maximums.**

For the first and second year of the contract:

Tier 1 copayment: Eighteen-dollar (\$18) copayment per prescription or refill

1 for a Tier 1 drug dispensed in a thirty (30) day supply.

2 Tier 2 copayment: Thirty-dollar (\$30) copayment per prescription or refill for
3 a Tier 2 drug dispensed in a thirty (30) day supply.

4 Tier 3 copayment: Fifty-five-dollar (\$55) copayment per prescription or refill
5 for a Tier 3 drug dispensed in a thirty (30) day supply.

6 Out of pocket maximum: There is an annual maximum eligible out-of-pocket
7 expense limit for prescription drugs of one thousand fifty dollars (\$1,050) per
8 person or two thousand one hundred dollars (\$2,100) per family.

9 2) **Insulin.** Insulin will be treated as a prescription drug subject to a separate copay
10 for each type prescribed.

11 3) **Brand Name Drugs.** If the subscriber chooses a brand name drug when a
12 bioequivalent generic drug is available, the subscriber is required to pay the
13 standard copayment plus the difference between the cost of the brand name
14 drug and the generic. Amounts above the copay that an individual elects to pay
15 for a brand name instead of a generic drug will not be credited toward the out-
16 of-pocket maximum.

17 **g.f. Special Service networks.** The following services must be received from special
18 service network providers in order to be covered. All terms and conditions outlined
19 in the Summary of Benefits apply.

20 1) Mental health services – inpatient or outpatient.

21 2) Chemical dependency services – inpatient and outpatient.

- 1 3) Chiropractic services.
- 2 4) Transplant coverage.
- 3 5) Cardiac services.
- 4 6) Home infusion therapy.
- 5 7) Hospice.

6 **h.g. Individuals whose permanent residence and principal work location are outside**
7 **the State of Minnesota and outside of the service areas of the health plans**

8 **participating in Advantage.** If these individuals use the plan administrator’s national
9 preferred provider organization in their area, services will be covered at Benefit
10 Level Two. If a national preferred provider is not available in their area, services will
11 be covered at Benefit Level Two through any other provider available in their area. If
12 the national preferred provider organization is available but not used, benefits will
13 be paid at the POS level described in paragraph “i” below. All terms and conditions
14 outlined in the Summary of Benefits will apply.

15 **h.h. Children living with ex-spouses outside of the service area.** Covered children living

16 with former spouses outside the service area of the teacher’s plan administrator,
17 and enrolled under this provision as of December 31, 2003, will be covered at
18 Benefit Level Two benefits. If available, services must be provided by providers in
19 the plan administrator’s national preferred provider organization. If the national
20 preferred provider organization is available but not used, benefits will be paid at the
21 POS level described in paragraph “i” below.

22 **h.i. Individuals whose permanent residence is outside the State of Minnesota and**

1 **outside the service areas of the health plans participating in Advantage.** (This
2 category includes teachers temporarily residing outside Minnesota on temporary
3 assignment or paid leave (including sabbatical leaves) and all dependent children
4 (including college students) and spouses living out of area.) The point of service
5 (POS) benefit described below is available to these individuals. All terms and
6 conditions outlined in the Summary of Benefits apply. This benefit is not available
7 for services received within the service areas of the health plans participating in
8 Advantage.

9 1) **Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per
10 person, with a maximum deductible per family per year of seven hundred dollars
11 (\$700).

12 2) **Coinsurance.** After the deductible is satisfied, seventy percent (70%) coverage up
13 to the plan out-of-pocket maximum designated below.

14 ~~k.j.~~ **Lifetime maximums and non-prescription out-of-pocket maximums.** Coverage
15 under Advantage is not subject to a per person lifetime maximum.

16 In the first and second years of the contract, coverage under Advantage is subject to
17 a plan year, non-prescription drug, out-of-pocket maximum of one thousand seven
18 hundred dollars (\$1,700) per person or three thousand four hundred dollars (\$3,400)
19 per family for members whose primary care clinic is in Cost Level 1 or Cost Level 2;
20 two thousand four hundred dollars (\$2,400) per person or four thousand eight
21 hundred dollars (\$4,800) per family for members whose primary care clinic is in Cost
22 Level 3; and three thousand six hundred dollars (\$3,600) per person or seven

1 thousand two hundred dollars (\$7,200) per family for members whose primary care
2 clinic is in Cost Level 4.

3 **l.k. In-Network Convenience Clinics and Online Care.** Services received at in-network
4 convenience clinics and online care are not subject to a copayment in each year of
5 the Agreement. First dollar deductibles are waived for convenience clinic and online
6 care visits. (Note that prescriptions received as a result of a visit are subject to the
7 drug copayment and out-of-pocket maximums described above at 6A2(4)e.)

8 3. **Benefit Level Two Health Care Network Determination.** Issues regarding the health
9 care networks for the 202~~0~~2 insurance year shall be negotiated in accordance with
10 the following procedures:

- 11 a. At least twelve (12) weeks prior to the open enrollment period for the 202~~0~~2
12 insurance year the Employer shall meet and confer with the Joint
13 Labor/Management Committee on Health Plans in an attempt to reach agreement
14 on the Benefit Level Two health care networks.
- 15 b. If no agreement is reached within five (5) working days, the Employer and the Joint
16 Labor/Management Committee on behalf of all of the exclusive representatives shall
17 submit a list of providers/provider groups in dispute to a mutually agreed upon
18 neutral expert in health care delivery systems for final and binding resolution. The
19 only providers/provider groups that may be submitted for resolution by this process
20 are those for which, since the list for the 20~~19~~21 insurance year was established,
21 Benefit Level Two access has changed, or those that are intended to address specific
22 problems caused by a reduction in Benefit Level Two access.

1 Absent agreement on a neutral expert, the parties shall select an arbitrator from a
2 list of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties
3 shall flip a coin to determine who strikes first. One-half (1/2) of the fees and
4 expenses of the neutral shall be paid by the Employer and one-half (1/2) by the
5 Exclusive Representatives. The parties shall select a neutral within five (5) working
6 days after no agreement is reached, and a hearing shall be held within fourteen (14)
7 working days of the selection of the neutral.

8 c. The decision of the neutral shall be issued within two (2) working days after the
9 hearing.

10 4. **Coordination with Workers' Compensation.** When a teacher has incurred an on-the-job
11 injury or an on-the-job disability and has filed a claim for workers' compensation,
12 medical costs connected with the injury or disability shall be paid by the teacher's health
13 plan, pursuant to M.S. 176.191, Subdivision 3.

14
15 5. **Health Promotion and Health Education.** Both parties to this Agreement recognize the
16 value and importance of health promotion and health education programs. Such
17 programs can assist teachers and their dependents to maintain and enhance their
18 health, and to make appropriate use of the health care system. To work toward these
19 goals:

20 a. **Develop Programs.**

21
22 1) **Policy.** The Employer will develop and implement health promotion, ~~and~~ health
23 education programs, and other programs mutually agreed upon with the Joint

1 Labor Management Committee on Health Plans, subject to the availability of
2 resources. Each Appointing Authority will develop a health promotion and
3 health education program consistent with the Minnesota Management and
4 Budget policy. Upon request of any exclusive representative in an agency, the
5 Appointing Authority shall jointly meet and confer with the exclusive
6 representative(s) and may include other interested exclusive representatives.
7 Agenda items shall include but are not limited to smoking cessation, weight
8 loss, stress management, health education/self-care, and education on related
9 benefits provided through the health plan administrators serving state
10 teachers.

11 2) **Pilot Programs.** The Employer may develop voluntary pilot programs to test the
12 acceptability of various risk management programs, programs that seek to
13 control costs, programs that streamline the delivery of services, or that enhance
14 services to members. Incentives for participation in such programs may include
15 ~~limited short term~~ improvements to the benefits outlined in this Article.
16 Implementation of such pilot programs is subject to the review and approval of
17 the Joint Labor-Management Committee on Health Plans.

18 b. **Health Plan Specification.** The Employer will require health plans participating in the
19 Group Insurance Program to develop and implement health promotion and health
20 education programs for State teachers and their dependents.

21 c. **Teacher Participation.** The Employer will assist employees' participation in health
22 promotion and health education programs. Health promotion and health education

1 programs that have been endorsed by the Employer (Minnesota Management ~~and~~
2 Budget) will be considered to be non-assigned job-related training pursuant to
3 Administrative Procedure 21. Approval for this training is at the discretion of the
4 Appointing Authority and is contingent upon meeting staffing needs in the
5 employee's absence and the availability of funds. Teachers are eligible for release
6 time, tuition reimbursement, or a pro rata combination of both. Teachers may be
7 reimbursed for up to one hundred (100) percent of tuition or registration costs upon
8 successful completion of the program. Teachers may be granted release time,
9 including the travel time, in lieu of reimbursement.

10 d. **Health Promotion Incentives.** The Joint Labor-Management Committee on Health
11 Plans shall develop a program which provides incentives for teachers who
12 participate in a health promotion program. The health promotion program shall
13 emphasize the adoption and maintenance of more healthy lifestyle behaviors and
14 shall encourage wiser usage of the health care system.

15 **6. Post-Retirement Health Care Benefit.** Teachers who separate on or after January 1,
16 2008 from State service and who, at the time of separation are insurance eligible and
17 entitled to immediately receive an annuity under a State retirement program, shall be
18 entitled to a contribution of two hundred fifty dollars (\$250) to the Minnesota State
19 Retirement System's (MSRS) Health Care Savings Plan. Teachers who have a HCSP
20 waiver on file shall receive a two hundred fifty dollars (\$250) cash payment. If the
21 teacher separates due to death, the two hundred fifty dollars (\$250) is paid in cash, not
22 to the HCSP. A teacher who becomes totally and permanently disabled on or after
23 January 1, 2008, who receives a State disability benefit, and is eligible for a deferred

1 annuity under a State retirement program is also eligible for the two hundred fifty
2 dollars (\$250) contribution to the MSRS Health Care Savings Plan. Teachers are eligible
3 for this benefit only once.

4 **7. Temporary plan changes due to a state or national emergency.**

5 SEGIP and the unions recognize that certain natural disasters and other major emergencies
6 may disrupt or seriously threaten to disrupt the State of Minnesota at a time when
7 employees are especially needed to provide services. If the State or a federal government
8 agency declares a state of emergency or otherwise invokes emergency authority by
9 declaration, rules, regulations or similar official statements, the terms of the programs
10 administered by SEGIP may be changed for the period of the declared emergency and for
11 up to a 30 day run-out period.

12 These changes may include changes to programs administered by SEGIP including but not
13 limited to, benefit design, enrollment and eligibility, billing, and administration as well as
14 waiver of out-of-network restrictions, changes to out-of-pocket costs, extension of time
15 frames for enrollment and billing, and other protocols reasonably required to provide
16 Members with access to benefits.

17 These changes must be agreed to by both SEGIP and the Joint Labor Management
18 Committee. Nothing in this provision prohibits SEGIP from making changes authorized or
19 required under another authority including but not limited to a state or federal law,
20 regulation, order, or rule without union agreement.

21 **B. Teacher Life Coverage.**

- 22 1. **Basic Life and Accidental Death and Dismemberment Coverage.** The Employer agrees

1 to provide and pay for the following term life coverage and accidental death and
 2 dismemberment coverage for all teachers eligible for an Employer Contribution, as
 3 described in Section 3. Any premium paid by the State in excess of fifty thousand dollars
 4 (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service
 5 regulations. A teacher may decline coverage in excess of fifty thousand dollars (\$50,000)
 6 by filing a waiver in accord with Minnesota Management ~~and~~ Budget procedures. The
 7 basic life insurance policy will include an accelerated benefits agreement providing for
 8 payment of benefits prior to death if the insured has a terminal condition.

Teacher's Annual Base Salary	Group Life Insurance Coverage	Accidental Death and Dismemberment Principal Sum
\$10,000 - \$15,000	\$15,000	\$15,000
\$15,001 - \$20,000	\$20,000	\$20,000
\$20,001 - \$25,000	\$25,000	\$25,000
\$25,001 - \$30,000	\$30,000	\$30,000
\$30,001 - \$35,000	\$35,000	\$35,000
\$35,001 - \$40,000	\$40,000	\$40,000
\$40,001 - \$45,000	\$45,000	\$45,000
\$45,001 - \$50,000	\$50,000	\$50,000
\$50,001 - \$55,000	\$55,000	\$55,000
\$55,001 - \$60,000	\$60,000	\$60,000
\$60,001 - \$65,000	\$65,000	\$65,000

\$65,001 - \$70,000	\$70,000	\$70,000
\$70,001 - \$75,000	\$75,000	\$75,000
\$75,001 - \$80,000	\$80,000	\$80,000
\$80,001 - \$85,000	\$85,000	\$85,000
\$85,001 - \$90,000	\$90,000	\$90,000
Over \$90,000	\$95,000	\$95,000

1 2. **Teacher’s Annual Extended Benefits.** A teacher who becomes totally disabled before age
2 70 shall be eligible for the extended benefit provisions of the life insurance policy until age
3 70. Teachers who were disabled prior to July 1, 1983 and who have continuously received
4 benefits shall continue to receive such benefits under the terms of the policy in effect prior
5 to July 1, 1983.

6 **Section 7. Optional Coverages.**

7 A. **Teacher and Family Dental Coverage.**

8 1. **Coverage Options.** Eligible teachers may select coverage under any one of the dental
9 plans offered by the Employer, including health maintenance organization plans, the
10 State Dental Plan, or other dental plans. Coverage offered through health maintenance
11 organization plans is subject to change during the life of this Agreement upon action of
12 the health maintenance organization and approval of the Employer after consultation
13 with the Joint Labor/Management Committee on Health Plans. However, actuarial
14 reductions in the level of HMO coverages effective during the term of this Agreement,
15 including increases in copayments, require approval of the Joint Labor/Management

1 Committee on Health Plans. Coverage offered through the State Dental Plan is
2 determined by Section 7A2.

3 2. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the following
4 coverage:

5 a. **Copayments.** Effective January 1, 2019, the State Dental Plan will cover allowable
6 charges for the following services subject to the copayments and coverage limits
7 stated. Higher out-of-pocket costs apply to services obtained from dental care
8 providers not in the State Dental Plan network. Services provided through the State
9 Dental Plan are subject to the State Dental Plan's managed care procedures and
10 principles, including standards of dental necessity and appropriate practice. The plan
11 shall cover general cleaning two (2) times per plan year and special cleanings (root
12 or deep cleaning) as prescribed by the dentist.

Service	In-Network	Out-of-Network
Diagnostic/Preventive	100%	50% after deductible
Fillings	80% after deductible	50% after deductible
Endodontics	80% after deductible	50% after deductible
Periodontics	80% after deductible	50% after deductible
Oral Surgery	80% after deductible	50% after deductible
Crowns	80% after deductible	50% after deductible
Implants	80% after deductible	50% after deductible
Prosthetics	80% after deductible	50% after deductible

Prosthetic Repairs	80% after deductible	50% after deductible
Orthodontics	80% after deductible	50% after deductible

- 1 b. **Deductible.** An annual deductible of fifty dollars (\$50) per person and one hundred
2 fifty dollars (\$150) per family applies to State Dental non-preventive services
3 received from in-network providers. An annual deductible of one hundred twenty-
4 five dollars (\$125) per person applies to State Dental Plan services received from out
5 of network providers. The deductible must be satisfied before coverage begins.
- 6 c. **Annual maximums.** State Dental Plan coverage is subject to a two thousand dollar
7 (\$2,000) annual maximum benefit payable (excluding orthodontia and preventive
8 services) per person. "Annual" means per insurance year.
- 9 d. **Orthodontia lifetime maximum.** Orthodontia benefits are subject to a three
10 thousand dollars (\$3,000) lifetime maximum benefit.

11 B. **Life Coverage.**

- 12 1. **Teacher.** A teacher may purchase up to five hundred thousand dollars (\$500,000)
13 additional life insurance, in increments established by the Employer, subject to
14 satisfactory evidence of insurability. A new teacher may purchase up to two (2) times
15 annual salary in optional teacher life coverage by their initial effective date of coverage
16 as defined in this Article, Section 5C. An individual may only be covered on one state
17 sponsored life coverage policy. A retired employee who returns to state service with
18 optional employee life coverage in place or who has already received a paid-up benefit
19 are not eligible for optional employee life coverage. A teacher who becomes eligible for

1 insurance may purchase up to two (2) times annual salary in optional teacher life
2 coverage without evidence of insurability within thirty (30) days of the initial effective
3 date as defined in this Article.

4 2. **Spouse**. A teacher may purchase up to five hundred thousand dollars (\$500,000) life
5 insurance coverage for their spouse in increments established by the Employer, subject
6 to satisfactory evidence of insurability. An individual may only be covered on one state
7 sponsored life coverage policy. A retired employee who returns to state services with
8 optional spouse life coverage in place or who has already received a paid-up benefit is
9 not eligible for optional spouse life coverage. A new teacher may purchase either five
10 thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life
11 coverage by their initial effective date of coverage as defined in this Article, Section 5C
12 without evidence of insurability. A teacher who becomes eligible for insurance may
13 purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in
14 optional spouse coverage without evidence of insurability within thirty (30) days of the
15 initial effective date as defined in this Article.

16 3. **Children/Grandchildren**. A teacher may purchase life insurance in the amount of ten
17 thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as
18 defined in Section 2A2 and 2A3 of this Article). An individual may only be covered on
19 one policy, by one employee participating in the State Employee Group Insurance
20 Program. For a new teacher, child/grandchild coverage requires evidence of insurability
21 if application is made after the initial effective date of coverage as defined in this Article,
22 Section 5C. A teacher who becomes eligible for insurance may purchase child/grandchild
23 coverage without evidence of insurability if application is made within thirty (30) days of

1 the initial effective date as defined in this Article. Child/grandchild coverage commences
2 immediately from the moment of live birth up to age twenty-six (26).

3 4. **Accelerated Life.** The additional teacher, spouse ~~or same-sex domestic partner~~ and child
4 life insurance policies will include an accelerated benefits agreement providing for
5 payment of benefits prior to death if the insured has a terminal condition.

6 5. **Waiver of Premium.** In the event a teacher becomes totally disabled before age seventy
7 (70), there shall be a waiver of premium for all life insurance coverage that the teacher
8 had at the time of disability.

9 6. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, a teacher who has
10 carried optional teacher life insurance for the five (5) consecutive years immediately
11 preceding the date of the teacher's retirement or age sixty-five (65), whichever is later,
12 shall receive a post-retirement paid-up life insurance policy in an amount equal to
13 fifteen (15) percent of the smallest amount of optional teacher life insurance in force
14 during that five (5) year period. The teacher's post-retirement death benefit shall be
15 effective as of the date of the teacher's retirement or the teacher age sixty-five (65),
16 whichever is later. Teachers who retire prior to age sixty-five (65) must be immediately
17 eligible to receive a state retirement annuity and must continue their optional teacher
18 life insurance to age sixty-five (65) in order to remain eligible for the teacher post-
19 retirement death benefit.

20 A teacher who has carried optional spouse life insurance for the five (5) consecutive
21 years immediately preceding the date of the teacher's retirement or spouse age sixty-
22 five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy

1 in an amount equal to fifteen (15) percent of the smallest amount of optional spouse life
2 insurance in force during that five (5) year period. The spouse post-retirement death
3 benefit shall be effective as of the date of the teacher's retirement or spouse age sixty-
4 five (65), whichever is later. The teacher must continue the full amount of optional
5 spouse life insurance to the date of the teacher's retirement or spouse age sixty-five
6 (65), whichever is later, in order to remain eligible for the spouse post-retirement death
7 benefit.

8 Each policy remains separate and distinct, and amounts may not be combined for the
9 purpose of increasing the amount of a single policy.

10 C. **Disability Coverage.**

- 11 1. **Short-term Disability Coverage.** A teacher may purchase short-term disability coverage
12 that provides benefits of from three hundred dollars (\$300) to five thousand dollars
13 (\$5,000) per month, up to two-thirds (2/3) of a teacher's salary, for up to one hundred
14 eighty (180) days during total disability due to a non-occupational accident or a non-
15 occupational sickness. Benefits are paid from the first day of a disabling injury or from
16 the eighth day of a disabling sickness. For a new teacher, coverage applied for by the
17 initial effective date of coverage as defined in this Article, Section 5C does not require
18 evidence of insurability. For a teacher who becomes eligible for insurance, coverage
19 applied for within thirty (30) days of the initial effective date does not require evidence
20 of insurability. A teacher who is insurance eligible and moves from a temporary position
21 to a permanent position will be allowed to enroll in short-term disability coverage
22 within thirty (30) days of the event without providing evidence of insurability. A short-

1 term disability open enrollment will be offered every five years.

2 2. **Long-term Disability Coverage.** New teachers may enroll in long-term disability
3 insurance by their initial effective date of coverage. Teachers who become eligible for
4 insurance may enroll in long-term disability insurance within thirty (30) days of their
5 initial effective date as defined in this Article, Section 5C. A teacher who is insurance
6 eligible and moves from a temporary position to a permanent position will be allowed to
7 enroll in long-term disability coverage within thirty (30) days of the event without
8 providing evidence of insurability. The terms are the same as for teachers who wish to
9 add/increase during the annual open enrollment. During open enrollment only, a
10 teacher may purchase long-term disability coverage that provides benefits of from three
11 hundred dollars (\$300) to seven thousand dollars (\$7,000) per month, based on the
12 teacher's salary, commencing on the 181st calendar day of total disability, and not
13 subject to evidence of insurability but with a limited term pre-existing condition
14 exclusion. Teachers should be aware that other wage replacement benefits, as
15 described in the certificate of coverage (i.e., Social Security Disability, Minnesota State
16 Retirement Disability, etc.), may result in a reduction of the monthly benefit levels
17 purchased. In any event, the minimum is the greater of three hundred dollars (\$300) or
18 fifteen (15) percent of the amount purchased. The minimum benefit will not be reduced
19 by any other wage replacement benefit. In the event that the teacher becomes totally
20 disabled before age seventy (70), the premiums on this benefit shall be waived.

21 D. **Accidental Death and Dismemberment Coverage.** A teacher may purchase accidental death
22 and dismemberment coverage that provides principal sum benefits in amounts ranging
23 from five thousand dollars (\$5,000) to two hundred thousand dollars (\$200,000). Payment is

1 made only for accidental bodily injury or death and may vary, depending upon the extent of
2 dismemberment. A teacher may also purchase from five thousand dollars (\$5,000) to
3 twenty-five thousand dollars (\$25,000) in coverage for their spouse, but not in excess of the
4 amount carried by the teacher.

5 E. **Vision Coverage.** A fully employee paid vision benefit will be available beginning January 1,
6 2021 subject to agreement by the subcommittee of the Joint Labor Management Insurance
7 Committee to the benefit set determined through the state's Request for Proposal (RFP)
8 process.

9 F. **Continuation of Optional Coverages During Unpaid Leave or Layoff.** A teacher who takes
10 an unpaid leave of absence or who is laid off may discontinue premium payments on
11 optional policies during the period of leave or layoff. If the teacher returns within one (1)
12 year, the teacher shall be permitted to pick up all optionals held prior to the leave or layoff.
13 For purposes of reinstating such optional coverages, the following limitations shall be
14 applicable.

15 For the first twenty-four (24) months of long-term disability coverage after such a period of
16 leave or layoff during which long-term disability coverage was discontinued, any such
17 disability coverage shall exclude coverage for pre-existing conditions. For disability
18 purposes, a pre-existing condition is defined as any disability which is caused by, or results
19 from, any injury, sickness or pregnancy which occurred, was diagnosed, or for which
20 medical care was received during the period of leave or layoff. In addition, any pre-existing
21 condition limitations that would have been in effect under the policy but for the
22 discontinuance of coverage shall continue to apply as provided in the policy.

1 The limitations set forth above do not apply to leaves that qualify under the Family Medical
2 Leave Act (FMLA).

3 **ARTICLE 23 – CORRECTIONS EARLY RETIREMENT INCENTIVE**

4 **Section 1. Eligibility for Employer Contribution.**

5 A. **Correctional Pre-Fifty-Five Early Retirement Incentive.** Any teacher who attains the age of
6 fifty (50) and who is covered by the Correctional Employees Retirement Plan (M.S. §§352.91
7 and 352.911) may opt to take advantage of the Pre-Fifty-Five Early Retirement Incentive at
8 or after their fiftieth (50th) birthday and before their fifty-fifth (55th) birthday occurs.
9

10 Teachers shall be provided with health and dental insurance to which the teacher was
11 entitled at the time of retirement, subject to any changes in coverage in accordance with
12 this or any subsequent Agreement. Teachers shall continue to receive an Employer
13 contribution as set forth below until the teacher attains the age of sixty-five (65).

14 Notwithstanding any changes in coverage in accordance with this or any subsequent
15 Agreement, the Employer contribution shall be equal to one hundred twenty (120) times
16 the amount of the monthly Employer contribution for health and dental insurance
17 applicable to that teacher at the time of their retirement, divided by the number of months
18 until the teacher attains the age of sixty-five (65) times the percentage calculated as
19 follows:

- 20 1. Teachers will accrue ten percent (10%) credit for each twelve (12) months the teacher is
21 in active payroll status in a position that is covered by the Correctional Employees
22 Retirement Plan (M.S. §§352.91 and 352.911) and in which the teacher and Employer

1 made the statutorily required contributions to the Correctional Employees Retirement
2 Plan (M.S. §§352.91 and 352.911). If a teacher has six (6) or more months of active
3 payroll status during a twelve (12) month period, then the teacher shall be credited with
4 the full ten percent (10%) for that period. If the teacher has less than six (6) months of
5 active payroll status during a twelve (12) month period, then the teacher shall receive
6 zero (0) credit for that period.

7 2. Total credit for all years of service will not exceed one hundred percent (100%).

8 3. The eligible teacher shall pay the remaining monthly portion.

9 B. **Correctional Post-Fifty-Five Early Retirement Incentive.** A teacher who is covered by the
10 Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) who retires during
11 the pay period in which their fifty-fifth (55th) birthday occurs or any time thereafter until
12 the teacher attains the age of sixty-five (65) shall be entitled to receive the Employer
13 Contribution to insurance in accordance with the following provisions:

14 1. Teachers will accrue ten percent (10%) credit for each twelve (12) months the teacher is
15 in active payroll status in a position that is covered by the Correctional Employees
16 Retirement Plan (M.S. §§352.91 and 352.911) and in which the teacher and Employer
17 made the statutorily required contributions to the Correctional Employees Retirement
18 Plan (M.S. §§352.91 and 352.911). If a teacher has six (6) or more months of active
19 payroll status during a twelve (12) month period, then the teacher shall be credited with
20 the full ten percent (10%) for that period. If the teacher has less than six (6) months of
21 active payroll status during a twelve (12) month period, then the teacher shall receive
22 zero (0) credit for that period.

1 2. Total credit for all years of service will not exceed one hundred percent (100%).

2 3. The monthly Employer contribution shall be calculated as follows:

3 a. If the teacher has received less than one-hundred percent (100%) credit for time
4 spent in active payroll status in a position covered by the Correctional Employees
5 Retirement Plan (M.S. §§352.91 and 352.911), the appropriate percentage times the
6 monthly Employer contribution for health and dental insurance applicable to that
7 teacher at the time of their retirement is the monthly amount paid by the Employer
8 until the teacher reaches age sixty-five (65). The eligible teacher shall pay the
9 remaining monthly portion; or

10 b. If the teacher has received one-hundred percent (100%) credit for time spent in
11 active payroll status in a position covered by the Correctional Employees Retirement
12 Plan (M.S. §§352.91 and 352.911), the Employer shall pay the full Employer
13 contribution for health and dental insurance, as specified in Article 22 – Insurance,
14 until the teacher reaches age sixty-five (65).

15 **Section 2. Conditions for the Pre-Fifty-Five Early Retirement Incentive and Post-Fifty-Five**
16 **Early Retirement Incentive.**

17 A. The teacher must be in a position covered by the Correctional Employees Retirement Plan
18 (M.S. §§352.91 and 352.911) at the time of retirement, except as provided in B below.

19 B. Teachers remain eligible for the Pre-Fifty-Five Early Retirement Incentive and the Post-Fifty-
20 Five Early Retirement Incentive if, as the result of a workers' compensation injury, they
21 must move from a position covered by the Correctional Employees Retirement Plan (M.S.

1 §§352.91 and 352.911) to a state position covered by any other State Retirement Plan. Such
2 teachers must retire from state service and are subject to all other requirements and
3 conditions of Section 1 (A) and (B). The agency in which the workers' compensation injury
4 occurred shall be responsible for paying any Employer contribution under this provision.

5 C. Years of credit in Section 1 (A) and (B) shall include only the time during which the teacher
6 was employed by the State in a position covered by the Correctional Employees Retirement
7 Plan (M.S. §§352.91 and 352.911).

8 D. The teacher must be receiving an Employer contribution for health and dental coverage at
9 the time of retirement.

10 E. A teacher who retires with no Employer contribution for dependent coverage or who
11 terminates dependent coverage following retirement may add a dependent in accordance
12 with Article 22, Insurance, Section 5B1, Changes Due to a Life Event; however, that teacher
13 shall not subsequently be eligible for an Employer contribution for dependent coverage
14 except when the dependent is the teacher's spouse and the spouse, immediately at the
15 time of their retirement, is enrolled in SEGIP and is receiving an Employer contribution for
16 health and dental insurance.

17 F. Receipt of retirement insurance benefits is dependent on the teacher completing all
18 required forms and continuing to pay any required premium.

19 **ARTICLE 24 – INJURED ON DUTY**

20 **Section 1. Hazardous Occupation Injuries.**

21 A. The parties recognize that teachers working with residents of the State's institutions or

1 facilities face a high potential for injury due to the nature of their employment.
2 Therefore, a teacher who in the ordinary course of employment while acting in a
3 reasonable and prudent manner and in compliance with the established rules and
4 procedures of the Appointing Authority, incurs a disabling injury stemming from the
5 aggressive, and/or intentional and overt act or direct consequences of such act of a
6 person in the custodial control of the institution or which is incurred while attempting
7 to apprehend or take into custody such inmate or resident, shall receive compensation
8 in an amount equal to the difference between the teacher's regular rate of pay and
9 benefits paid under the workers' compensation, without deduction from the teacher's
10 accrued sick leave. Such compensation shall not exceed an amount equal to two-
11 hundred and forty (240) times the teacher's regular hourly rate of pay per disabling
12 injury.

13 B. If the disabling injury referenced in Section A. requires the employee to seek medical
14 attention during or immediately following their shift, they shall be compensated a lump
15 sum payment for the time until admission and/or discharge not to exceed four (4)
16 hours. If transport to a secondary medical facility is required, up to an additional four
17 (4) hours shall be granted. This provision becomes effective upon the successful
18 ratification of the 2019-2021 contract by the legislature and will sunset upon its
19 expiration.

20 **Section 2. Other Job-Related Injuries.**

21 A teacher may elect to use accumulated vacation or sick leave or both during a period of
22 absence due to compensable illness or injury. Such leave may be used on the following basis.

- 1 A. Transfer of the Workers' Compensation benefits to the State to be credited to the teacher's
2 sick leave or vacation accrual in proportion to the amount of compensation received and
3 accept sick leave or vacation time for the compensable sickness or injury; or
- 4 B. Keep the Workers' Compensation benefits and supplement same from accumulated sick
5 leave or vacation leave; in no event may the total rate of compensation exceed the regular
6 compensation of the teacher.

7 **Section 3. Return to Employment.**

8 A teacher so absent shall be entitled to immediate return to actual employment upon
9 appropriate release from Workers' Compensation status.

10 A teacher incurring an on-the-job injury shall be paid their regular rate of pay for the remainder
11 of the work day. Any necessary deductions from accrued sick leave for teachers so injured shall
12 not commence until the first scheduled work day following the injury.

13 **ARTICLE 25 – SALARIES**

14 **Section 1. Salary Schedule.**

15 The salary schedule set forth in Appendix C-1 is effective July 1, 20~~21~~¹⁹ through June 30,
16 20~~22~~²⁰. The salary schedule set forth in Appendix C-2 is effective July 1, 20~~22~~²⁰ through June
17 30, 20~~23~~²¹.

18 **Section 2. Conversion.**

19 Effective July 1, 20~~21~~¹⁹, all teachers shall be assigned to the same relative step within the
20 salary range for their respective lanes as specified in Appendix C-1, except as set forth below.

21 Teachers who are paid at a rate which exceeds the maximum rate established for their lane

1 prior to implementation of this Agreement, but whose rate falls within the new range for their
2 lane, shall be assigned to the maximum of the new range.

3 In the event the maximum rate set forth in Appendix C-1 is equal to or less than the teacher's
4 salary as of July 1, 2021, no adjustment shall be made, but teachers assigned to these lanes
5 shall suffer no reduction in pay.

6 **Section 3. First Year Wage Adjustment.**

7 Effective July 1, ~~2021~~²⁰¹⁹, all salary ranges and rates shall be increased by two and one
8 ~~half~~^{quarter} percent (2.~~25~~²⁵%) rounded to the nearest cent. Teachers shall convert to the new
9 salary schedule as provided in Section 2.

10 **Section 4. Second Year Wage Adjustment.**

11 Effective July 1, ~~2020~~²⁰²⁰, all salary ranges and rates shall be increased by two and one-half
12 percent (2.5%) rounded to the nearest cent.

13 Effective July 1, 2022, all teachers shall receive this increase including those teachers whose
14 rates of pay exceed the maximum rate for their lane.

15 **Section 5. Shift Differential.**

16 The shift differential for teachers working on assigned shifts which begin before 6:00 a.m. or
17 which end at or after 7:00 p.m. shall be sixty-five cents (\$.65) per hour for such hours worked
18 on that shift. Such shift differential shall be in addition to the teacher's regular rate of pay and
19 shall be included in all payroll calculations, but shall not apply during periods of paid leave.

20 **Section 6. Step Progression.**

21 Annual step increases shall be awarded beginning with the payroll period nearest the teacher's
22 anniversary date contingent upon satisfactory service as determined by the Performance

1 Review, Article 11. A teacher who serves an emergency appointment and receives a
2 probationary appointment to that position shall have their anniversary date credited to the
3 beginning of the emergency appointment provided there was no break in service between the
4 appointments.

5 **Section 7. Lane Changes.**

6 Lane changes shall be effective the beginning of the first payroll period following the
7 submission of documentary evidence of advanced training by the teacher.

8 When requesting a lane change, the teacher agrees to note on the lane change request form
9 the criterion or criteria listed in Section 8, Subdivision A (1) and/or (2) of this Article under
10 which such request is being made. The Appointing Authority agrees to respond in a timely
11 manner to a teacher's request for a lane change and, when such request is denied, to inform
12 the teacher, on the lane change request form, the reason(s) for such denial. The form for lane
13 change requests is found in Appendix E.

14 **Section 8. Lane Placement.**

15 Subd. A. **Credits.** "Credits" as they apply to placement on the salary schedule include the
16 following:

- 17 1) College credits that are recognized by a college or university that lead to a
18 MA or MS degree, doctoral degree, or Fifth Year Program, satisfy relicensure
19 or credentialing requirements in areas germane to the institution's
20 educational program, lead to licensure in an area of special education, or are
21 otherwise approved by the Appointing Authority or other Employer
22 designee(s) as being of value to the institution's educational program. Credits

1 are measured as semester credits. One semester credit is equal to 1.5 quarter
2 credits.

3 2) "Local Credit" received from courses offered by the institution or workshops
4 in special areas that are approved by the Appointing Authority or other
5 Employer designee(s). No more than one third (1/3) of the credits applied to
6 any lane placement may be "local credits." Fifteen (15) clock hours of
7 courses/workshops shall equal one (1) "local credit."

8 Subd. B. **Credit Approval.** Credit approval, when required, must be obtained by using the
9 form provided in Appendix F of this Agreement. When requesting credit
10 approval, the teacher must note on the above mentioned form the criterion or
11 criteria listed in Section 7, Subdivision A (1) and/or (2) above under which such
12 request is being made. The Appointing Authority agrees to respond within two
13 (2) weeks to a teacher's request for credit approval and, when such request is
14 denied, to inform the teacher, on the credit approval form, the reason(s) for
15 such denial.

16 Subd. C. **Fifth Year Program.** A Fifth Year Program is construed to mean completion
17 (degree or certificate) of a recognized program from an accredited college or
18 university.

19 Subd. D. **Credit Documentation.** Satisfactory completion of a college class must be
20 documented with a college grade report, college transcript, or the form provided
21 in Appendix G of this Agreement.

1 The requirements for placement on each salary lane of the salary schedules are as follows:

2 A. Lane 1A: Less than a Bachelor's degree, or without a valid Minnesota Teacher's License.

3 B. Lane 1V: Without a valid Minnesota Career Technical Instructor's credential.

4 C. Lane 2A: A BA or BS degree and a valid Minnesota Teacher's License.

5 D. Lane 2V: A valid Minnesota Career Technical Instructor's credential.

6 E. Lane 3A: A BA or BS and a valid Minnesota Teacher's License plus 10 additional credits.

7 F. Lane 3V: A five-year Career Technical Instructor's credential.

8 G. Lane 4A: A BA or BS degree and a valid Minnesota Teacher's License plus 20 additional
9 credits.

10 H. Lane 4V: A five-year Career Technical Instructor's credential plus 10 additional credits.

11 I. Lane 5A: A BA or BS degree and a valid Minnesota Teacher's License plus 30 additional
12 credits.

13 J. Lane 5V: A five-year Career Technical Instructor's credential plus 20 additional credits.

14 K. Lane 6A: A MA or MS degree or completion of a Fifth Year Program and a valid

15 Minnesota Teacher's License or a license in applicable fields for employees

16 identified under Minn. Stat. 179A.03, subd. 18, or a BA or BS degree and a valid

17 Minnesota Teacher's License plus 40 additional credits.

18 L. Lane 6V: A five-year Career Technical Instructor's credential plus 30 additional credits.

19 M. Lane 7A: A MA or MS degree and a valid Minnesota Teacher's License or a license in

20 applicable fields for employees identified under Minn. Stat. 179A.03, subd. 18 plus 10

21 additional graduate credits.

22 N. Lane 7V: A five-year Career Technical Instructor's credential plus 40 additional credits.

23 O. Lane 8: A MA or MS degree and a valid Minnesota Teacher's License or a license in

1 applicable fields for employees identified under Minn. Stat. 179A.03, subd. 18 plus 20
2 additionalgraduate credits.

3 P. Lane 9: A MA or MS degree and a valid Minnesota Teacher’s License or a license in
4 applicable fields for employees identified under Minn. Stat. 179A.03, subd. 18 plus 30
5 additionalgraduate credits.

6 P-Q. Lane 10: Doctoral degree plus a valid Minnesota Teacher’s license or a license in
7 applicable fields for employees identified under Minn. Stat. 179A.03, subd. 18

8 Lane placement on initial hire shall be based on the teaching subject area for which the teacher
9 is hired to teach. Advanced degree credits outside the teacher’s teaching area shall be
10 evaluated on a course-by-course basis for lane placement. If the teacher is later assigned to
11 teach subject matter where previously held credits were not counted, they shall be re-
12 evaluated for lane placement purposes.

13 **Section 10. Valid License.**

14 Teachers are responsible for maintaining a valid Minnesota Teacher’s License, a license in
15 applicable fields for employees identified under Minn. Stat. 179A.03, subd. 18, or, in the case
16 of Career Technical Instructors, a valid career technical instructor’s credential, on file with the
17 Appointing Authority. If this provision is not met, the teacher’s salary will be reduced to the
18 comparable step in salary lane 1A or 1V, whichever is applicable, and such salary will be paid
19 until such time as verification of licensure or credentialing is received.

20 **Section 11. Step Placement.**

21 A teacher shall be granted a step placement credit for each year of prior teaching or related
22 experience up to the sixth step. Additionally, a career technical teacher shall be granted a step

1 placement credit for every two (2) years of related work experience up to the sixth step.
2 Additional step placement credit may be granted at the discretion of the Appointing Authority.
3 Notwithstanding the above, the Appointing Authority may initially hire teachers into the
4 classification Arts Education Teacher on any step within any lane in the salary grid. Thereafter,
5 step movement shall be governed by the provisions of Article 25. Initial hiring rates assigned
6 are not arbitrable.

7 **Section 12. Health and Dental Premium Accounts.**

8 The Employer agrees to provide insurance eligible teachers with the option to pay for the
9 teacher portion of health and dental premiums on a pre-tax basis as permitted by law or
10 regulation.

11 **Section 13. Medical/Dental Expense Account.**

12 The Employer agrees to allow insurance eligible teachers to participate in a medical and dental
13 expense reimbursement program to cover co-payments, deductibles and other medical and
14 dental expenses or expenses for services not covered by health or dental insurance on a pre-tax
15 basis as permitted by law or regulation, up to the maximum amount of salary reduction
16 contributions allowed per calendar year under Section 125 of the Internal Revenue code or
17 other applicable federal law.

18 **Section 14. Dependent Care Expense Account.**

19 The Employer agrees to provide insurance eligible teachers with the option to participate in a
20 dependent care reimbursement program for work related dependent care expenses on a pre-
21 tax basis as permitted by law or regulation.

1 **Section 15. Health Care Savings Plan.**

2 The Employer agrees to provide all teachers covered by this Agreement with a State-paid
3 contribution to the MSRS administered Health Care Savings Plan (HCSP). The State-paid
4 contribution shall be in the amount of four hundred dollars (\$400) to the HCSP account for each
5 teacher covered by this Agreement in January of each fiscal year of the Agreement.

6 The Plan allows teachers to use money to pay medical expenses and/or health insurance
7 premiums after separation or retirement from State service.

8 **Section 16. Awards for Excellence in Education.**

9 Subd. A. A teacher who achieves National Teacher Certification shall receive a lump sum
10 award of three thousand dollars (\$3,000.00).

11 Subd. B. A teacher who is named the National Education Association Teacher of the Year
12 or Minnesota Teacher of the Year shall receive a lump sum award of one
13 thousand dollars (\$1,000.00).

14 Subd. C. A teacher who is named to the Minnesota Teacher of the Year Honor Roll or is
15 awarded the National Ashland Outstanding Teacher Award shall receive a lump
16 sum award of one thousand dollars (\$1,000.00).

17 Subd. D. Teachers who successfully secure education grants that benefit students at their
18 facility/institution shall be awarded a lump sum of ten percent (10%) of the value
19 of the grant, up to a maximum of five hundred dollars (\$500.00), subject to the
20 following conditions:

- 21 • Grants may be written on work time with supervisory approval, as long as

1 the work is done during non-student contact time and does not interfere
2 with teacher's normal job duties; and

- 3 • If more than one teacher is involved in writing the grant, the lump sum
4 award shall be shared equally between the teachers

5 Subd. E. A correctional teacher who is named CEA Teacher of the Year shall be awarded a
6 lump sum of five-hundred dollars (\$500.00).

7 **Section 17. Deferred Compensation.**

8 The Employer agrees to provide teachers covered by this Agreement with a State-paid
9 contribution to the deferred compensation program under M.S. 352.96. The State-paid
10 contribution shall be in an amount matching the teacher's contribution on a dollar-for-dollar
11 basis not to exceed ~~four~~three (43) hundred dollars (~~\$4~~300.00) per teacher in each fiscal year
12 of the Agreement.

13 **Section 18. Work Out of Class.**

14 When a teacher is expressly assigned to perform substantially all of the duties of a position
15 allocated to a different classification that is temporarily unoccupied, and the work out of class
16 assignment exceeds ten (10) consecutive work days in duration, the teacher shall be paid for all
17 such hours at the employee's current salary when assigned to work in a class which is a transfer
18 or demotion. For a class which is a promotion, a teacher shall receive an increase to the
19 minimum rate of the new class or at least one (1) step higher than the teacher's current salary,
20 whichever is greater. When a teacher is on a layoff list, the teacher shall be paid as provided
21 above or the maximum step previously achieved by the teacher, whichever is greater. No work
22 out of class assignment shall extend beyond twelve (12) months.

ARTICLE 26 – EXPENSE ALLOWANCES

Section 1. General.

The Appointing Authority may authorize travel at State expense for the effective conduct of the State's business. Such authorization must be granted prior to the incurrence of the actual expenses. Teachers affected under this Article shall be reimbursed for such expenses that had been authorized by the Appointing Authority in accord with the terms of this Article.

Section 2. Automobile Expense.

When a State-owned vehicle is not available and a teacher is required to use their personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the teacher at the then current Federal IRS mileage reimbursement rate on the most direct route.

When a State-owned vehicle is offered and declined by the teacher, mileage may be paid at the rate of seven (7) cents less than the current Federal IRS mileage reimbursement rate on the most direct route. However, if a State-owned vehicle is available, the Appointing Authority may require a teacher to use the State car to conduct authorized State business. Deviations from the most direct route, such as vicinity driving or departure from the teacher's residence, shall be shown separately on the teacher's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. A teacher shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

When a teacher is assigned to conduct state business away from their permanent work station, the teacher shall be paid full round-trip mileage allowance between the remote location and the teacher's home, minus the round trip distance between home and permanent

1 work station (their normal commute miles).

2 Teachers accepting mobility assignments, as defined in Administrative Procedure 1.1, are not
3 eligible for mileage reimbursement for the trip between their home and the mobility
4 assignment (see also Article 33).

5 Teachers who use a specially equipped personal van or van-type vehicle on official State
6 business shall be reimbursed for mileage at a rate of forty (40) cents per mile on the most
7 direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with
8 a ramp, lift, or other level exchanging device designed to provide access for a wheelchair.

9 Reimbursement for use of a motorcycle on official State business shall be at a rate of thirteen (13)
10 cents per mile on the most direct route.

11 The Appointing Authority may authorize travel in personal aircraft when it is deemed in the
12 best interest of the State. Mileage reimbursement in such cases shall be at a rate of forty-three
13 (43) cents and shall be based on the shortest route based on direct air mileage between the
14 point of departure and the destination.

15 **Section 3. Commercial Transportation.**

16 When a teacher is required to use commercial transportation (air, taxi, rental car, ride-
17 share, etc.) in connection with authorized business of an Appointing Authority, the
18 teacher shall be reimbursed for the actual expenses of the mode and class of
19 transportation so authorized. Reasonable gratuities may be included in commercial travel
20 costs.

21 **Section 4. Overnight Travel.**

22 Teachers in travel status who incur expenses for lodging shall be allowed actual reasonable

1 costs of lodging, in addition to the actual cost of meals while away from their temporary or
2 permanent work station, up to the maximums stated in Section 5 of this Article. Teachers in
3 travel status in excess of one (1) week without returning home shall be allowed actual cost not
4 to exceed thirteen dollars (\$13) per week for laundry and dry cleaning for each week after the
5 first week.

6 **Section 5. Meal Allowances.**

7 Teachers assigned to be in travel status between the teacher’s temporary or permanent work
8 station and a field assignment shall be reimbursed for the actual cost of meals including a
9 reasonable gratuity under the following conditions:

10 A. **Breakfast.**

11 Breakfast reimbursements may be claimed only if the teacher is on assignment away from
12 their temporary or permanent work station in a travel status overnight.

13 B. **Noon Meal.**

14 Lunch reimbursement may be claimed only if the teacher is performing required work more
15 than thirty-five (35) miles from their temporary or permanent work station and the work
16 assignment extends over the normal noon meal period.

17 C. **Dinner.**

18 Dinner reimbursement may be claimed only if the teacher is away from their temporary or
19 permanent work station in a travel status overnight or is required to remain in a travel
20 status until after 7:00 p.m.

21 D. **Reimbursement Amount.**

22 Maximum reimbursement for meals including tax and gratuity, shall be:

Breakfast	\$ 9.00
Lunch	\$11.00
Dinner	\$16.00

1 For the following metropolitan areas the maximum reimbursement shall be:

Breakfast	\$11.00
Lunch	\$13.00
Dinner	\$20.00

2 The metropolitan areas are:

- | | | |
|----|------------------|-------------------|
| 3 | Atlanta | Baltimore |
| 4 | Boston | Chicago |
| 5 | Cleveland | Dallas/Fort Worth |
| 6 | Denver | Detroit |
| 7 | Hartford | Houston |
| 8 | Kansas City, KS | Kansas City, MO |
| 9 | Los Angeles | Miami |
| 10 | New Orleans | New York City |
| 11 | Philadelphia | Portland |
| 12 | San Diego | St. Louis |
| 13 | San Francisco | Seattle |
| 14 | Washington, D.C. | |

15 The metropolitan areas also include any location outside the forty-eight (48) contiguous
 16 United States.

1 E. Meals shall not be reimbursable if a meal is included in the conference, workshop or
2 function the teacher is attending. However, if the teacher has special dietary needs that
3 cannot be met by the conference, workshop or function, the teacher may submit a
4 reimbursement request up to the amount listed in this section. Airplane meals do not
5 constitute a meal.

6 **Section 6. Special Expenses.**

7 When prior approval has been granted by an Appointing Authority, special expenses, such as
8 registration or conference fees and banquet tickets, incurred as a result of State business, shall
9 be paid by the Employer whenever possible, or the teacher shall be reimbursed.

10 **Section 7. Payment of Expenses.**

11 The Appointing Authority shall advance the estimated cost of travel expenses where the
12 anticipated expenses total at least fifty dollars (\$50), provided the teacher makes such a
13 request a reasonable period of time in advance of the travel date. Teachers may request a State
14 issued credit card. If the teachers receive the card, the Appointing Authority and the teacher
15 may mutually agree to use the card in place of the advance. Reimbursements shall be made
16 within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

17 **Section 8. Membership in Professional Organizations.**

18 In each fiscal year, the Appointing Authority will directly pay for or reimburse each teacher in
19 the bargaining unit for the membership dues paid to one (1) professional organization related
20 to the teacher's job, up to a maximum of seventy-five dollars (\$75) each fiscal year, provided
21 the Appointing Authority determines that such funds are available. However, the Appointing
22 Authority will not reimburse membership dues to a teacher for payment to an organization,

1 one of whose purposes is to negotiate terms and conditions of employment of teachers with
2 the Employer.

3 **Section 9. Teacher Initiated Training Reimbursement.**

4 At the discretion of the Appointing Authority, a teacher who participates in teacher-initiated
5 training pursuant to Article 10, Professional Development, Section 2, may be reimbursed for all
6 or a portion of tuition, fees, books, or other required training materials.

7 **ARTICLE 27 – RELOCATION ALLOWANCES**

8 **Section 1. Authorization.**

9 When it has been determined by the Appointing Authority that a teacher is required to be
10 transferred or reassigned to a different facility, the cost of moving the teacher shall be paid by
11 the Appointing Authority.

12 When a teacher must change residence as a condition of employment, the move shall be
13 considered to be at the initiative and in the best interests of the Employer and the Appointing
14 Authority shall approve the reimbursement of relocation expenses in accordance with the
15 provisions of the Article.

16 Teachers who are reassigned or transferred to vacant positions in the bargaining unit due to
17 the abolishment of a position, removal to a new location, or removal to another State agency
18 of all or a major portion of the operations of their Appointing Authority, shall receive relocation
19 expenses in accord with the provisions of this Article.

20 A teacher who is transferred or reassigned at such teacher’s request when the transfer or
21 reassignment is for the teacher’s sole benefit shall not be entitled to reimbursement for

1 relocation expenses.

2 Eligibility for reimbursement of relocation expenses shall be limited to those moves where the
3 new work location is at least thirty-five (35) miles or more from the teacher's current work
4 location or changes in residence required by an Appointing Authority as a condition of
5 employment. The provisions of this Article shall not apply to teachers who currently commute
6 thirty-five (35) miles or more to their work location unless the teacher is transferred or
7 reassigned to a new work location which is thirty-five (35) miles or more from the teacher's
8 current work station.

9 No reimbursement for relocation expense shall be allowed unless the change of residence is
10 completed within six (6) months, or unless other time extension arrangements have been
11 approved by the Appointing Authority.

12 **Section 2. Covered Expenses.**

13 Teachers must have received prior authorization from their Appointing Authority before
14 incurring any expenses authorized by this Article.

15 A. **Travel Status.** A teacher eligible for relocation expenses pursuant to Section 1 shall be
16 considered to be in travel status up to a maximum of ninety (90) calendar days or until the
17 date of the move to the new permanent residence, whichever comes first, and shall be
18 allowed standard travel expenses to return to their permanent residence once a week while
19 being lodged at their new station, or, by mutual agreement between the teacher and the
20 Appointing Authority, to travel between their permanent residence and their new work
21 station on a daily basis. If the first option is used, standard travel expenses for the teacher's
22 spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to

1 exceed a total of seven (7) calendar days during the ninety (90) calendar day period.

2 Teachers shall not receive mileage reimbursement for daily commuting to work from the
3 temporary residence.

4 B. **Temporary Living Expenses.** A teacher may be reimbursed for the short-term rental of an
5 apartment, house, or other residence instead of being reimbursed for hotel or motel room
6 rental, with the written approval of the Appointing Authority, provided that the rental rate
7 for the alternative housing is less than or comparable to hotel or motel rates and provided
8 that the rental residence is available to all potential renters. When reviewing requests for
9 rental of alternative short-term housing, Appointing Authorities may take into account the
10 lower cost of groceries for the teacher compared to reimbursement for restaurant meals.

11 C. **Realtor's Fees.** Realtor's fees for the sale of the teacher's domicile, not to exceed ten
12 thousand dollars (\$10,000), shall be paid by the Appointing Authority.

13 D. **Moving Expenses.** The Appointing Authority shall pay the cost of moving and packing the
14 teacher's household goods. The teacher shall obtain no less than two (2) bids for packing
15 and/or moving household goods and approval must be obtained from the Appointing
16 Authority prior to any commitment to a mover to either pack or ship the teacher's
17 household goods. The Appointing Authority shall pay for the moving of house trailers if the
18 trailer is the teacher's domicile, and such reimbursement shall include the cost of
19 transporting support blocks, skirts, and/or other attached fixtures.

20 E. **Documented Miscellaneous Expenses.** The teacher shall be reimbursed up to a maximum
21 of one thousand dollars (\$1,000) for the necessary miscellaneous expenses directly related
22 to the move. These expenses may include such items as: disconnecting and connecting

1 appliances and/or utilities, the cost of insurance for property damage during the move, the
2 cost of moving up to two (2) cars, the reasonable transportation costs of the teacher's
3 family to the new work location at the time the move is made, including meals and lodging
4 (expenses for which shall be consistent with the provisions of Article 26, Expense
5 Allowances), or other direct costs associated with rental, purchase, or sale of a residence,
6 including, but not limited to, attorney fees, loan origination fees, abstract fees, title
7 insurance premiums, appraisal fees, credit report fees, government recording and transfer
8 fees, and fees for inspections or other services required by law or local ordinances.

9 Reimbursable miscellaneous expenses do not include, among others, rental of the teacher's
10 permanent residence, costs for improvements to either the old or new home, reimbursable
11 deposits required in connection with the purchase or rental of the residence, real estate
12 taxes, mortgage interest differentials, points, assessments, homeowner association fees,
13 homeowners or renters insurance, mortgage insurance, hazard insurance, automobile or
14 drivers-license reissue fees, utility or other refundable deposits, boarding of pets, and the
15 purchase of new furnishings or personal effects.

16 Neither the State of Minnesota nor any of its agencies shall be responsible for any loss or
17 damage to any of the teacher's household goods or personal effects as a result of such a
18 transfer.

19 **Section 3. Repayment of Reimbursement.**

20 The Employer may require from the teacher a full repayment of any and all relocation expenses
21 paid to the teacher if the teacher resigns from State service within one (1) year of relocating.

22 **ARTICLE 28 – SEVERANCE PAY**

1 **Section 1. Severance Pay.**

2 A. **Eligibility.** All teachers who have accrued twenty (20) years or more continuous State
3 service shall receive severance pay upon any separation from State service except for
4 discharge for cause based on culpable acts. Teachers with less than twenty (20) years
5 continuous State service shall receive severance pay upon retirement at or after age sixty-
6 five (65); death; or layoff, except for seasonal layoffs. Teachers who separate from State
7 service for reasons other than discharge after ten (10) years of continuous State service and
8 who are immediately entitled, at the time of separation, to receive an annuity under a State
9 Retirement Program shall, notwithstanding an election to defer payment of the annuity,
10 also receive severance pay.

11 In the case of teachers who work a full scheduled academic year that is less than a full
12 calendar year, such academic year shall be considered a calendar year for the purpose of
13 this Article.

14 B. **Severance Pay Amount.** Severance pay shall be based on the teacher’s regular rate of pay
15 at the time of separation and shall be forty percent (40%) of the teacher’s accumulated but
16 unused sick leave.

17 Effective the date this contract is approved by the Legislature, teachers who are eligible to
18 receive severance pay will have one hundred percent (100%) of their severance pay placed
19 into the teacher’s Post-Retirement Health Care Savings Plan account established by Article
20 25, Section 15.

21 **Section 2. Resignation.**

22 To qualify for severance pay, a teacher must submit their resignation to the Appointing

1 Authority at least thirty (30) calendar days in advance of the effective date.

2 **Section 3. Reappointment.**

3 Teachers who have been laid off and received severance pay and are reappointed to State
4 service are eligible for additional severance only if they meet the continuous State service
5 requirement.

6 Teachers who have received severance as a result of continuous State service and are
7 reappointed to State service are eligible for additional severance upon separation.

8 Severance for eligible teachers returning to state service shall be computed upon the difference
9 between the amount of accumulated but unused sick leave restored to the teacher’s credit at
10 the time the teacher was reappointed and the amount of accumulated but unused sick leave at
11 the time of the teacher’s separation.

12 **Section 4. Payment.**

13 For budget reasons, an Appointing Authority may elect to distribute the severance payment
14 over a period of up to two (2) years from the date of separation. If the teacher dies before all of
15 the severance pay has been disbursed, the balance due shall be paid to a named beneficiary, if
16 any, or to the teacher’s estate.

17 **ARTICLE 29 – WORK RULES**

18 The Appointing Authority agrees to meet and confer with the Association on changes in work
19 rules as far in advance as practicable.

20 **ARTICLE 30 – MANAGEMENT RIGHTS**

1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever
2 rights and authority are necessary for it to operate and direct the affairs of the Employer in all
3 of its various aspects, including but not limited to, the educational policies of the Employer; the
4 right to direct the teachers; to plan, direct, and control all the operations and services of the
5 Employer; to determine the methods, means, organization, and number of personnel by which
6 such operations and services are to be conducted; to assign teachers; to transfer teachers; to
7 schedule working hours; to evaluate teachers; to determine whether goods or services should
8 be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve
9 teachers due to lack of work or other legitimate reasons; to make and enforce reasonable rules
10 and regulations that are uniformly applied and uniformly enforced; and to change or eliminate
11 existing methods, equipment, or facilities. Any term or condition of employment not
12 specifically established by this Agreement shall remain solely within the discretion of the
13 Employer to modify, establish, or eliminate.

14 **ARTICLE 31 – JOB SAFETY**

15 **Section 1. General.**

16 It shall be the policy of the Appointing Authority to provide for the safety of its teachers by
17 providing safe working conditions, safe work areas and safe work methods. In the application of
18 this policy, the Appointing Authority shall provide the teacher with adequate training in
19 necessary safety practices. The Appointing Authority shall also provide and maintain clean,
20 sanitary restrooms and eating facilities. It shall be the responsibility of the teacher to use all
21 provided safety equipment and procedures and to cooperate in all safety and accident
22 prevention programs.

1 **Section 2. Safety Committee.**

2 Each Appointing Authority shall establish at least one safety committee which shall be
3 comprised of at least one Association appointed representative and representatives from other
4 bargaining units. The Appointing Authority may appoint a number of representatives equal to
5 the number of bargaining unit representatives. The Safety Committee shall meet at least semi-
6 annually. Additional meetings may be called by the Safety Officer, Association, or the
7 Appointing Authority. All Safety Committee meetings shall be held during normal working hours
8 without loss of pay to the members.

9 The function of the Safety Committee shall be to review reports of property damage, personal
10 injury accidents, and alleged hazardous working conditions; provide support for a strong safety
11 program; and review and recommend safety policies to the Appointing Authority. Teachers
12 shall bring all unsafe working conditions or equipment to the attention of the immediate
13 supervisor and/or the Safety Committee.

14 **Section 3. Safety Equipment.**

15 The Appointing Authority agrees to provide and maintain, without cost to the teacher, such
16 safety equipment and protective equipment as is required as a condition of employment by the
17 Appointing Authority or OSHA.

18 **Section 4. Accident Reports.**

19 All teachers who are injured or are involved in an accident during the course of their
20 employment shall file an accident report on forms furnished by the Appointing Authority, no
21 matter how slight the incident. A copy of the accident report form shall be furnished to the
22 Safety Committee, with identifying private data deleted. All such injuries shall be reported to

1 the teacher’s immediate supervisor and any necessary medical attention shall be arranged
2 immediately. The Appointing Authority shall provide assistance to teachers in filling out any
3 necessary Workers' Compensation forms, when requested.

4 **ARTICLE 32 – STRIKES AND LOCK-OUTS**

5 **Section 1. Lock-Outs.**

6 No lock-out of a teacher or group of teachers shall be engaged in, sanctioned or supported by
7 the Employer or its representatives during the term of this Agreement.

8 **Section 2. Strikes.**

9 The Association agrees that it will not promote or support any strike as defined in Minnesota
10 Statutes 179A.03, Subdivision 16, except as provided in Minnesota Statutes 179A.18. Any
11 teacher who knowingly violates the provisions of this Section may be discharged or otherwise
12 disciplined.

13 **ARTICLE 33 – EMPLOYEE MOBILITY**

14 Teachers may participate in an Inter-Agency Employee Mobility assignment pursuant to
15 Administrative Procedure 1.1 and may participate in an Interchange of Government Employees
16 pursuant to Minn. Stats. 15.51-15.59.

17 **ARTICLE 34 – VOLUNTARY REDUCTION IN HOURS**

18 **Section 1. Voluntary Reduction in Hours.**

19 The Appointing Authority may allow a teacher to take an unpaid leave of absence or reduce
20 their hours if the Appointing Authority determines that the following conditions are met:

- 1 1. An existing or projected budget problem exists;
- 2 2. Granting an unpaid leave of absence would help alleviate the projected budget
- 3 problem;
- 4 3. Staffing needs can continue to be met; and
- 5 4. Other unpaid leaves of absence, other than personal leave, are not applicable to the
- 6 situation.

7 If it is necessary to limit the number of teachers in a work unit on unpaid leave at the same
8 time, leave shall be granted on the basis of state seniority.

9 **Section 2. Benefits.**

10 Teachers taking leaves of absence under this Article shall continue to accrue vacation and sick
11 leave and be eligible for paid holidays and insurance benefits equivalent to what the teacher
12 would earn if they had not voluntarily reduced their hours or taken an unpaid leave. If a leave
13 of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first
14 payroll period warrant after return from the leave of absence.

15 **ARTICLE 35 – SAVINGS CLAUSE**

16 This Agreement is intended to be in conformity with all applicable and valid federal and state
17 laws and rules and regulations thereof. In the event that any provision of this Agreement is
18 found to be inconsistent with existing statutes or rules or regulations promulgated thereunder,
19 the provisions of such statutes or ordinances shall prevail and if any provision herein is found to
20 be invalid or unenforceable by court or other authority having jurisdiction, then such provision
21 shall be inoperative but all other valid provisions shall remain in full force and effect.

1 **ARTICLE 36 – COMPLETE AGREEMENT AND WAIVER**

2 The parties acknowledge that during the negotiations which resulted in this Agreement, each
3 had the unlimited right and opportunity to make demands and proposals with respect to any
4 subject or matter not removed by law from the area of collective bargaining, and that the
5 understandings and agreements arrived at by the parties after the exercise of that right and
6 opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for
7 the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees
8 that the other shall not be obligated to bargain collectively with respect to any subject or
9 matter not specifically referred to or covered in this Agreement even though such subject or
10 matter may not have been within the knowledge of contemplation of either or both of the
11 parties at the time that they negotiated or signed this Agreement. It is further acknowledged
12 that by mutual agreement of the parties to this Agreement modifications may be made to this
13 Agreement provided such modifications are reduced to writing, signed by the parties to this
14 Agreement, and contain a statement that the changes are mutually agreed to and that the
15 parties intend the modifications to be a part of this Agreement. This clause shall not prevent
16 the Employer or its Appointing Authorities from initiating changes during the life of the
17 contract, nor shall it bar the Association from bargaining over such changes if they constitute
18 mandatory terms and conditions of employment.

19 **ARTICLE 37 – DURATION**

20 This Agreement shall become effective upon legislative ratification unless otherwise explicitly
21 noted in the Agreement, and shall remain in full force and effect through the thirtieth day of

1 ~~June, 2023~~^{thirtieth (30th) of June, 2021}. This Agreement shall be automatically renewed from
2 biennium to biennium thereafter unless either party shall notify the other, in writing, no later
3 than January 1st of oddnumbered years, that it desires to modify this Agreement. Negotiations
4 concerning modifications of this Agreement shall commence after such notice has been given.

5 The terms of this Agreement shall continue in effect and shall be enforceable upon both parties
6 during the period after the Agreement expires and prior to the date when the right to strike
7 matures and for such additional time as may be agreed to in writing by the parties.

8 In witness thereof, the parties hereto have caused this Agreement to be signed by their
9 respective representatives this 29th day of December, 2021.

10
11 FOR THE ASSOCIATION

FOR THE EMPLOYER

Chad Schmidt, President

SRSEA

James Schowalter

Commissioner of Minnesota Management and
Budget

Beth Anderson

Education Minnesota Representative

Kristin Batson

Deputy Commissioner of the Enterprise Human
Capital Division of Minnesota Management
and Budget

Jennifer Claseman

Enterprise Director of Labor Relations
Minnesota Management and Budget

Francis Rojas

Labor Relations Consultant 4
Minnesota Management and Budget

Elizabeth Blomberg

Labor Relations Consultant 4

Minnesota Management and Budget

Dori H. Leland

Enterprise Director for Employee Classification
and Compensation

Minnesota Management and Budget

Lorna K. Smith

Enterprise Director for Employee Insurance
Minnesota Management and Budget

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1 **APPENDIX A – VACATION**

2 Eligible teachers being paid for less than a full eighty (80) hour pay period shall have their
 3 vacation accruals prorated according to the rate table listed below:

4 **HOURS OF VACATION ACCRUED DURING EACH PAYROLL PERIOD OF LENGTH OF SERVICE**

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 18 years	After 18 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9½	0	0	0	0	0	0	0
At least 9½, but less than 19½	¾	1	1¼	1½	1½	1¾	1¾
At least 19½, but less than 29½	1	1¼	1¾	2	2	2¼	2¼
At least 29½, but less than 39½	1½	2	2¾	3	3	3¼	3½
At least 39½, but less than 49½	2	2½	3½	3¾	4	4¼	4½
At least 49½, but less than 59½	2½	3¼	4½	4¾	5	5½	5¾
At least 59½, but less than 69½	3	3¾	5¼	5¾	6	6½	6¾
At least 69½, but less							

than 79½	3½	4½	6¼	6¾	7	7½	8
At least 79½	4	5	7	7½	8	8½	9

1

2 **APPENDIX B – SICK LEAVE**

3 Eligible teachers being paid for less than a full eighty (80) hour pay period shall have sick leave
 4 accruals prorated according to the rate schedule indicated below:

5 **HOURS OF SICK LEAVE ACCRUED DURING EACH PAYROLL PERIOD OF CONTINUOUS SERVICE**

Number of Hours Worked During Pay Period	Number of Hours Accrued
Less than 9½	0
At least 9½, but less than 19½	¾
At least 19½, but less than 29½	1
At least 29½, but less than 39½	1½
At least 39½, but less than 49½	2
At least 49½, but less than 59½	2½
At least 59½, but less than 69½	3
At least 69½, but less than 79½	3½
At least 79½	4

6

7 **APPENDIX B-1 – HOLIDAYS**

- 1 Eligible teachers who normally work less than seventy-two (72) hours per pay period and
- 2 eligible intermittent teachers shall have their holiday pay prorated on the following basis:

Hours that would have been worked during the pay period had there been no holiday.	Holiday hours earned for each holiday in the pay period.
Less than 9½	0
At least 9½, but less than 19½	1
At least 19½, but less than 29½	2
At least 29½, but less than 39½	3
At least 39½, but less than 49½	4
At least 49½, but less than 59½	5
At least 59½, but less than 69½	6
At least 69½, but less than 72	7
At least 72	8

3

1 **APPENDIX C-1**

2 **SRSEA Salary Schedule 15A, Effective 7/1/2119 – 6/30/220**

SRSEA SALARY SCHEDULE

Effective 7/1/2021 - 6/30/2022

<u>Lane</u>	<u>Comp</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>
		<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>
<u>1A</u>	<u>1J</u>	<u>Less than BA/BS or without a valid Minnesota Teacher’s license.</u>										
		<u>18.30</u>	<u>18.85</u>	<u>19.38</u>	<u>19.91</u>	<u>20.47</u>	<u>21.05</u>	<u>21.60</u>	<u>22.14</u>	<u>22.60</u>	<u>23.14</u>	
		<u>Without a valid Minnesota Career</u>										
<u>1V</u>	<u>1J</u>	<u>Technical Instructor’s credential.</u>										
		<u>18.30</u>	<u>18.85</u>	<u>19.38</u>	<u>19.91</u>	<u>20.47</u>	<u>21.05</u>	<u>21.60</u>	<u>22.14</u>	<u>22.60</u>	<u>23.14</u>	
		<u>BA/BS plus a valid Minnesota Teacher’s</u>										
<u>2A</u>	<u>2J</u>	<u>license.</u>										
		<u>24.88</u>	<u>26.13</u>	<u>27.30</u>	<u>28.44</u>	<u>29.65</u>	<u>30.81</u>	<u>32.01</u>	<u>33.17</u>	<u>34.37</u>	<u>35.48</u>	
		<u>Valid Minnesota Career Technical</u>										
<u>2V</u>	<u>2J</u>	<u>Instructor’s credential.</u>										
		<u>24.88</u>	<u>26.13</u>	<u>27.30</u>	<u>28.44</u>	<u>29.65</u>	<u>30.81</u>	<u>32.01</u>	<u>33.17</u>	<u>34.37</u>	<u>35.48</u>	
		<u>BA/BS and 10 additional credits plus a valid</u>										
<u>3A</u>	<u>3J</u>	<u>Minnesota Teacher’s license.</u>										
		<u>26.72</u>	<u>27.87</u>	<u>29.03</u>	<u>30.24</u>	<u>31.41</u>	<u>32.54</u>	<u>33.73</u>	<u>34.92</u>	<u>36.09</u>	<u>37.30</u>	

SRSEA SALARY SCHEDULE

Effective 7/1/2021 - 6/30/2022

<u>Lane</u>	<u>Comp</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>
		<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>
<u>3V</u>	<u>3J</u> <u>Five-year Career Technical Instructor's credential.</u>	<u>26.72</u>	<u>27.87</u>	<u>29.03</u>	<u>30.24</u>	<u>31.41</u>	<u>32.54</u>	<u>33.73</u>	<u>34.92</u>	<u>36.09</u>	<u>37.30</u>	
	<u>BA/BS and 20 additional credits plus a valid</u>											
<u>4A</u>	<u>4J</u> <u>Minnesota Teacher's license.</u>	<u>28.45</u>	<u>29.65</u>	<u>30.82</u>	<u>31.99</u>	<u>33.15</u>	<u>34.37</u>	<u>35.48</u>	<u>36.71</u>	<u>37.87</u>	<u>39.02</u>	
<u>4V</u>	<u>4J</u> <u>Five-year Career Technical Instructor's credential plus 10 additional credits.</u>	<u>28.45</u>	<u>29.65</u>	<u>30.82</u>	<u>31.99</u>	<u>33.15</u>	<u>34.37</u>	<u>35.48</u>	<u>36.71</u>	<u>37.87</u>	<u>39.02</u>	
	<u>BA/BS and 30 additional credits plus a valid</u>											
<u>5A</u>	<u>5J</u> <u>Minnesota Teacher's license.</u>	<u>30.24</u>	<u>31.41</u>	<u>32.54</u>	<u>33.73</u>	<u>34.92</u>	<u>36.09</u>	<u>37.30</u>	<u>38.46</u>	<u>39.63</u>	<u>40.81</u>	
<u>5V</u>	<u>5J</u> <u>Five-year Career Technical Instructor's credential plus 20 additional credits.</u>	<u>30.24</u>	<u>31.41</u>	<u>32.54</u>	<u>33.73</u>	<u>34.92</u>	<u>36.09</u>	<u>37.30</u>	<u>38.46</u>	<u>39.63</u>	<u>40.81</u>	
	<u>MA or MS degree or completion of a Fifth</u>											
<u>6A</u>	<u>6K</u> <u>Year Program and a valid Minnesota Teacher's License or a license in applicable</u>	<u>31.41</u>	<u>32.54</u>	<u>33.73</u>	<u>34.92</u>	<u>36.09</u>	<u>37.30</u>	<u>38.46</u>	<u>39.63</u>	<u>40.81</u>	<u>41.95</u>	<u>44.24</u>

SRSEA SALARY SCHEDULE

Effective 7/1/2021 - 6/30/2022

<u>Lane</u>	<u>Comp</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>
		<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>
		<u>fields for employees identified under Minn. Stat. 179A.03, subd. 18, or a BA or BS degree and a valid Minnesota Teacher's License plus 40 additional credits.</u>										
<u>6V</u>	<u>6K</u>	<u>31.41</u>	<u>32.54</u>	<u>33.73</u>	<u>34.92</u>	<u>36.09</u>	<u>37.30</u>	<u>38.46</u>	<u>39.63</u>	<u>40.81</u>	<u>41.95</u>	<u>44.24</u>
		<u>Five-year Career Technical Instructor's credential plus 30 additional credits.</u>										
<u>7A</u>	<u>7K</u>	<u>32.54</u>	<u>33.73</u>	<u>34.92</u>	<u>36.09</u>	<u>37.30</u>	<u>38.46</u>	<u>39.63</u>	<u>40.81</u>	<u>41.95</u>	<u>43.15</u>	<u>44.88</u>
		<u>MA/MS and 10 additional graduate credits plus a valid Minnesota Teacher's license or a license in applicable fields for employees identified under Minn. Stat. 179A.03, subd. 18.</u>										
<u>7V</u>	<u>7K</u>	<u>32.54</u>	<u>33.73</u>	<u>34.92</u>	<u>36.09</u>	<u>37.30</u>	<u>38.46</u>	<u>39.63</u>	<u>40.81</u>	<u>41.95</u>	<u>43.15</u>	<u>44.88</u>
		<u>Five-year Career Technical Instructor's credential plus 40 additional credits.</u>										

SRSEA SALARY SCHEDULE

Effective 7/1/2021 - 6/30/2022

<u>Lane</u>	<u>Comp</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>
		<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>
		<u>MA/MS and 20 additional graduate credits</u>										
<u>8A</u>	<u>8K</u>	<u>plus a valid Minnesota Teacher's license or a license in applicable fields for employees identified under Minn. Stat. 179A.03, subd. 18.</u>										
		<u>33.73</u>	<u>34.92</u>	<u>36.09</u>	<u>37.30</u>	<u>38.46</u>	<u>39.63</u>	<u>40.81</u>	<u>41.95</u>	<u>43.15</u>	<u>44.35</u>	<u>46.00</u>
		<u>MA/MS and 30 additional graduate credits</u>										
<u>9A</u>	<u>9K</u>	<u>plus a valid Minnesota Teacher's license or a license in applicable fields for employees identified under Minn. Stat. 179A.03, subd. 18.</u>										
		<u>34.92</u>	<u>36.09</u>	<u>37.30</u>	<u>38.46</u>	<u>39.63</u>	<u>40.81</u>	<u>41.95</u>	<u>43.15</u>	<u>44.35</u>	<u>45.50</u>	<u>47.25</u>
		<u>Doctoral Degree plus a valid Minnesota</u>										
<u>10A</u>	<u>10K</u>	<u>Teacher's license or a license in applicable fields for employees identified under Minn. Stat. 179A.03, subd. 18.</u>										
		<u>36.09</u>	<u>37.30</u>	<u>38.46</u>	<u>39.63</u>	<u>40.81</u>	<u>41.95</u>	<u>43.15</u>	<u>44.35</u>	<u>45.50</u>	<u>47.25</u>	<u>48.32</u>

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SRSEA Salary Schedule 15A													
Effective 7/1/19—6/30/20													
Lane	Comp Code	Certification Levels	Step A-01	Step B-02	Step C-03	Step D-04	Step E-05	Step F-06	Step G-07	Step H-08	Step I-09	Step J-10	Step K-11
1A	1J	Less than BA/BS or without a valid Minnesota Teacher's license.	17.41	17.94	18.45	18.95	19.48	20.04	20.56	21.07	21.51	22.03	
1V	1J	Without a valid Minnesota Career Technical Instructor's credential.	17.41	17.94	18.45	18.95	19.48	20.04	20.56	21.07	21.51	22.03	
2A	2J	BA/BS plus a valid Minnesota Teacher's license.	23.68	24.87	25.98	27.07	28.22	29.33	30.47	31.57	32.71	33.77	
2V	2J	Valid Minnesota Career Technical Instructor's credential.	23.68	24.87	25.98	27.07	28.22	29.33	30.47	31.57	32.71	33.77	

3A	3J	BA/BS and 10 additional credits plus a valid Minnesota Teacher's license.	25.43	26.53	27.63	28.78	29.89	30.98	32.11	33.24	34.35	35.50	
3V	3J	Five-year Career Technical Instructor's credential.	25.43	26.53	27.63	28.78	29.89	30.98	32.11	33.24	34.35	35.50	

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SRSEA Salary Schedule 15A

Effective 7/1/19—6/30/20

Lane	Comp Code	Certification Levels	Step A-01	Step B-02	Step C-03	Step D-04	Step E-05	Step F-06	Step G-07	Step H-08	Step I-09	Step J-10	Step K-11
4A	4J	BA/BS and 20 additional credits plus a valid Minnesota Teacher's license.	27.08	28.22	29.34	30.45	31.55	32.71	33.77	34.94	36.05	37.14	
4V	4J	Five-year Career Technical Instructor's credential plus 10 additional credits.	27.08	28.22	29.34	30.45	31.55	32.71	33.77	34.94	36.05	37.14	
5A	5J	BA/BS and 30 additional credits plus a valid Minnesota Teacher's license.	28.78	29.89	30.98	32.11	33.24	34.35	35.50	36.60	37.72	38.84	
5V	5J	Five-year Career Technical Instructor's credential plus 20 additional credits.	28.78	29.89	30.98	32.11	33.24	34.35	35.50	36.60	37.72	38.84	

6A	6K	MA/MS plus a valid Minnesota Teacher's license, or completion (degree or certificate) of a Fifth Year Program plus a valid Minnesota Teacher's license, or BA/BS and 40 additional credits plus a valid Minnesota Teacher's license.	29.89	30.98	32.11	33.24	34.35	35.50	36.60	37.72	38.84	39.93	42.11
6V	6K	Five-year Career Technical Instructor's credential plus 30 additional credits.	29.89	30.98	32.11	33.24	34.35	35.50	36.60	37.72	38.84	39.93	42.11

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SRSEA Salary Schedule 15A

Effective 7/1/19—6/30/20

Lane	Comp Code	Certification Levels	Step A-01	Step B-02	Step C-03	Step D-04	Step E-05	Step F-06	Step G-07	Step H-08	Step I-09	Step J-10	Step K-11
7A	7K	MA/MS and 10 additional graduate credits plus a valid Minnesota Teacher's license.	30.98	32.11	33.24	34.35	35.50	36.60	37.72	38.84	39.93	41.07	42.72
7V	7K	Five-year Career Technical Instructor's credential plus 40 additional credits.	30.98	32.11	33.24	34.35	35.50	36.60	37.72	38.84	39.93	41.07	42.72
8A	8K	MA/MS and 20 additional graduate credits plus a valid Minnesota Teacher's license.	32.11	33.24	34.35	35.50	36.60	37.72	38.84	39.93	41.07	42.21	43.79
9A	9K	MA/MS and 30 additional graduate credits plus a valid Minnesota Teacher's license.	33.24	34.35	35.50	36.60	37.72	38.84	39.93	41.07	42.21	43.31	44.98

1 **APPENDIX C-2**

2 **SRSEA Salary Schedule 15A, Effective 7/1/220 – 6/30/231**

SRSEA SALARY SCHEDULE

Effective 7/1/2022 - 6/30/2023

<u>Lane</u>	<u>Comp</u>		<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	
			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>
			<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>
1A	1J	<u>Less than BA/BS or without a valid Minnesota Teacher’s license.</u>	<u>18.76</u>	<u>19.32</u>	<u>19.86</u>	<u>20.41</u>	<u>20.98</u>	<u>21.58</u>	<u>22.14</u>	<u>22.69</u>	<u>23.17</u>	<u>23.72</u>	
		<u>Without a valid Minnesota Career</u>	<u>18.76</u>	<u>19.32</u>	<u>19.86</u>	<u>20.41</u>	<u>20.98</u>	<u>21.58</u>	<u>22.14</u>	<u>22.69</u>	<u>23.17</u>	<u>23.72</u>	
1V	1J	<u>Technical Instructor’s credential.</u>											
		<u>BA/BS plus a valid Minnesota Teacher’s</u>											
2A	2J	<u>license.</u>	<u>25.50</u>	<u>26.78</u>	<u>27.98</u>	<u>29.15</u>	<u>30.39</u>	<u>31.58</u>	<u>32.81</u>	<u>34.00</u>	<u>35.23</u>	<u>36.37</u>	
2V	2J	<u>Valid Minnesota Career Technical Instructor’s credential.</u>	<u>25.50</u>	<u>26.78</u>	<u>27.98</u>	<u>29.15</u>	<u>30.39</u>	<u>31.58</u>	<u>32.81</u>	<u>34.00</u>	<u>35.23</u>	<u>36.37</u>	
3A	3J	<u>BA/BS and 10 additional credits plus a valid Minnesota Teacher’s license.</u>	<u>27.39</u>	<u>28.57</u>	<u>29.76</u>	<u>31.00</u>	<u>32.20</u>	<u>33.35</u>	<u>34.57</u>	<u>35.79</u>	<u>36.99</u>	<u>38.23</u>	

SRSEA SALARY SCHEDULE

Effective 7/1/2022 - 6/30/2023

<u>Lane</u>	<u>Comp</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>
		<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>
<u>3V</u>	<u>3J</u>	<u>Five-year Career Technical Instructor's credential.</u>										
		<u>27.39</u>	<u>28.57</u>	<u>29.76</u>	<u>31.00</u>	<u>32.20</u>	<u>33.35</u>	<u>34.57</u>	<u>35.79</u>	<u>36.99</u>	<u>38.23</u>	
		<u>BA/BS and 20 additional credits plus a valid</u>										
<u>4A</u>	<u>4J</u>	<u>Minnesota Teacher's license.</u>										
		<u>29.16</u>	<u>30.39</u>	<u>31.59</u>	<u>32.79</u>	<u>33.98</u>	<u>35.23</u>	<u>36.37</u>	<u>37.63</u>	<u>38.82</u>	<u>40.00</u>	
<u>4V</u>	<u>4J</u>	<u>Five-year Career Technical Instructor's credential plus 10 additional credits.</u>										
		<u>29.16</u>	<u>30.39</u>	<u>31.59</u>	<u>32.79</u>	<u>33.98</u>	<u>35.23</u>	<u>36.37</u>	<u>37.63</u>	<u>38.82</u>	<u>40.00</u>	
		<u>BA/BS and 30 additional credits plus a valid</u>										
<u>5A</u>	<u>5J</u>	<u>Minnesota Teacher's license.</u>										
		<u>31.00</u>	<u>32.20</u>	<u>33.35</u>	<u>34.57</u>	<u>35.79</u>	<u>36.99</u>	<u>38.23</u>	<u>39.42</u>	<u>40.62</u>	<u>41.83</u>	
<u>5V</u>	<u>5J</u>	<u>Five-year Career Technical Instructor's credential plus 20 additional credits.</u>										
		<u>31.00</u>	<u>32.20</u>	<u>33.35</u>	<u>34.57</u>	<u>35.79</u>	<u>36.99</u>	<u>38.23</u>	<u>39.42</u>	<u>40.62</u>	<u>41.83</u>	
		<u>MA or MS degree or completion of a Fifth</u>										
<u>6A</u>	<u>6K</u>	<u>Year Program and a valid Minnesota Teacher's License or a license in applicable</u>										
		<u>32.20</u>	<u>33.35</u>	<u>34.57</u>	<u>35.79</u>	<u>36.99</u>	<u>38.23</u>	<u>39.42</u>	<u>40.62</u>	<u>41.83</u>	<u>43.00</u>	<u>45.35</u>

SRSEA SALARY SCHEDULE

Effective 7/1/2022 - 6/30/2023

<u>Lane</u>	<u>Comp</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>
		<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>
	<u>fields for employees identified under Minn. Stat. 179A.03, subd. 18, or a BA or BS degree and a valid Minnesota Teacher's License plus 40 additional credits.</u>											
<u>6V</u>	<u>6K</u> <u>Five-year Career Technical Instructor's credential plus 30 additional credits.</u>	<u>32.20</u>	<u>33.35</u>	<u>34.57</u>	<u>35.79</u>	<u>36.99</u>	<u>38.23</u>	<u>39.42</u>	<u>40.62</u>	<u>41.83</u>	<u>43.00</u>	<u>45.35</u>
<u>7A</u>	<u>7K</u> <u>MA/MS and 10 additional graduate credits plus a valid Minnesota Teacher's license or a license in applicable fields for employees identified under Minn. Stat. 179A.03, subd. 18.</u>	<u>33.35</u>	<u>34.57</u>	<u>35.79</u>	<u>36.99</u>	<u>38.23</u>	<u>39.42</u>	<u>40.62</u>	<u>41.83</u>	<u>43.00</u>	<u>44.23</u>	<u>46.00</u>
<u>7V</u>	<u>7K</u> <u>Five-year Career Technical Instructor's credential plus 40 additional credits.</u>	<u>33.35</u>	<u>34.57</u>	<u>35.79</u>	<u>36.99</u>	<u>38.23</u>	<u>39.42</u>	<u>40.62</u>	<u>41.83</u>	<u>43.00</u>	<u>44.23</u>	<u>46.00</u>

SRSEA SALARY SCHEDULE

Effective 7/1/2022 - 6/30/2023

<u>Lane</u>	<u>Comp</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	
		<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	
		<u>MA/MS and 20 additional graduate credits</u>											
<u>8A</u>	<u>8K</u>	<u>plus a valid Minnesota Teacher's license or</u>	<u>34.57</u>	<u>35.79</u>	<u>36.99</u>	<u>38.23</u>	<u>39.42</u>	<u>40.62</u>	<u>41.83</u>	<u>43.00</u>	<u>44.23</u>	<u>45.46</u>	<u>47.15</u>
		<u>a license in applicable fields for employees</u>											
		<u>identified under Minn. Stat. 179A.03, subd.</u>											
		<u>18.</u>											
		<u>MA/MS and 30 additional graduate credits</u>											
<u>9A</u>	<u>9K</u>	<u>plus a valid Minnesota Teacher's license or</u>	<u>35.79</u>	<u>36.99</u>	<u>38.23</u>	<u>39.42</u>	<u>40.62</u>	<u>41.83</u>	<u>43.00</u>	<u>44.23</u>	<u>45.46</u>	<u>46.64</u>	<u>48.43</u>
		<u>a license in applicable fields for employees</u>											
		<u>identified under Minn. Stat. 179A.03, subd.</u>											
		<u>18.</u>											
		<u>Doctoral Degree plus a valid Minnesota</u>											
<u>10A</u>	<u>10K</u>	<u>Teacher's license or a license in applicable</u>	<u>36.99</u>	<u>38.23</u>	<u>39.42</u>	<u>40.62</u>	<u>41.83</u>	<u>43.00</u>	<u>44.23</u>	<u>45.46</u>	<u>46.64</u>	<u>48.43</u>	<u>49.53</u>
		<u>fields for employees identified under Minn.</u>											
		<u>Stat. 179A.03, subd. 18.</u>											

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SRSEA Salary Schedule 15A													
Effective 7/1/20—6/30/21													
Lane	Comp Code	Certification Level	Step A-01	Step B-02	Step C-03	Step D-04	Step E-05	Step F-06	Step G-07	Step H-08	Step I-09	Step J-10	Step K-11
1A	1J	Less than BA/BS or without a valid Minnesota Teacher's license.	17.85	18.39	18.91	19.42	19.97	20.54	21.07	21.60	22.05	22.58	
1V	1J	Without a valid Minnesota Career Technical Instructor's credential.	17.85	18.39	18.91	19.42	19.97	20.54	21.07	21.60	22.05	22.58	
2A	2J	BA/BS plus a valid Minnesota Teacher's license.	24.27	25.49	26.63	27.75	28.93	30.06	31.23	32.36	33.53	34.61	
2V	2J	Valid Minnesota Career Technical Instructor's credential.	24.27	25.49	26.63	27.75	28.93	30.06	31.23	32.36	33.53	34.61	
3A	3J	BA/BS and 10 additional credits plus a valid Minnesota Teacher's license.	26.07	27.19	28.32	29.50	30.64	31.75	32.91	34.07	35.21	36.39	

3V	3J	Five-year Career Technical Instructor's credential.	26.07	27.19	28.32	29.50	30.64	31.75	32.91	34.07	35.21	36.39	
4A	4J	BA/BS and 20 additional credits plus a valid Minnesota Teacher's license.	27.76	28.93	30.07	31.21	32.34	33.53	34.61	35.81	36.95	38.07	
4V	4J	Five-year Career Technical Instructor's credential plus 10 additional credits.	27.76	28.93	30.07	31.21	32.34	33.53	34.61	35.81	36.95	38.07	

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SRSEA Salary Schedule 15A													
Effective 7/1/20—6/30/21													
Lane	Comp Code	Certification Level	Step A-01	Step B-02	Step C-03	Step D-04	Step E-05	Step F-06	Step G-07	Step H-08	Step I-09	Step J-10	Step K-11
5A	5J	BA/BS and 30 additional credits plus a valid Minnesota Teacher's license.	29.50	30.64	31.75	32.91	34.07	35.21	36.39	37.52	38.66	39.81	
5V	5J	Five-year Career Technical Instructor's credential plus 20 additional credits.	29.50	30.64	31.75	32.91	34.07	35.21	36.39	37.52	38.66	39.81	
6A	6K	MA/MS plus a valid Minnesota Teacher's license, or completion (degree or certificate) of a Fifth-Year Program plus a valid Minnesota Teacher's license, or BA/BS and 40 additional credits.	30.64	31.75	32.91	34.07	35.21	36.39	37.52	38.66	39.81	40.93	43.16

		plus a valid Minnesota Teacher's license.											
6V	6K	Five-year Career Technical Instructor's credential plus 30 additional credits.	30.64	31.75	32.91	34.07	35.21	36.39	37.52	38.66	39.81	40.93	43.16
7A	7K	MA/MS and 10 additional graduate credits plus a valid Minnesota Teacher's license.	31.75	32.91	34.07	35.21	36.39	37.52	38.66	39.81	40.93	42.10	43.79
7V	7K	Five-year Career Technical Instructor's credential plus 40 additional credits.	31.75	32.91	34.07	35.21	36.39	37.52	38.66	39.81	40.93	42.10	43.79
8A	8K	MA/MS and 20 additional graduate credits plus a valid Minnesota Teacher's license.	32.91	34.07	35.21	36.39	37.52	38.66	39.81	40.93	42.10	43.27	44.88

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SRSEA Salary Schedule 15A													
Effective 7/1/20—6/30/21													
Lane	Comp Code	Certification Level	Step A-01	Step B-02	Step C-03	Step D-04	Step E-05	Step F-06	Step G-07	Step H-08	Step I-09	Step J-10	Step K-11
9A	9K	MA/MS and 30 additional graduate credits plus a valid Minnesota Teacher's license.	34.07	35.21	36.39	37.52	38.66	39.81	40.93	42.10	43.27	44.39	46.10

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APPENDIX D-1

Unit 15 Special Teachers

Job Titles and Salaries as of July 1, 2021

<u>SRSEA Unit 15</u>						
<u>Job Titles and Salaries as of July 1, 2021</u>						
<u>JOB</u> <u>CODE</u>	<u>JOB TITLE</u>	<u>GRID</u> <u>ID</u>	<u>BARG</u> <u>UNIT</u>	<u>COMP</u> <u>CODE</u>	<u>MINIMUM</u> <u>HOURLY</u>	<u>MAXIMUM</u> <u>HOURLY</u>
<u>008670</u>	<u>Arts Education Teacher 1</u>	<u>15A</u>	<u>215</u>	<u>01J</u>	<u>18.30</u>	<u>23.14</u>
<u>008671</u>	<u>Arts Education Teacher 2</u>	<u>15A</u>	<u>215</u>	<u>02J</u>	<u>24.88</u>	<u>35.48</u>
<u>008675</u>	<u>Arts Education Teacher 3</u>	<u>15A</u>	<u>215</u>	<u>03J</u>	<u>26.72</u>	<u>37.30</u>
<u>008676</u>	<u>Arts Education Teacher 4</u>	<u>15A</u>	<u>215</u>	<u>04J</u>	<u>28.45</u>	<u>39.02</u>
<u>008677</u>	<u>Arts Education Teacher 5</u>	<u>15A</u>	<u>215</u>	<u>05J</u>	<u>30.24</u>	<u>40.81</u>
<u>008678</u>	<u>Arts Education Teacher 6</u>	<u>15A</u>	<u>215</u>	<u>06K</u>	<u>31.41</u>	<u>44.24</u>
<u>008679</u>	<u>Arts Education Teacher 7</u>	<u>15A</u>	<u>215</u>	<u>07K</u>	<u>32.54</u>	<u>44.88</u>
<u>008680</u>	<u>Arts Education Teacher 8</u>	<u>15A</u>	<u>215</u>	<u>08K</u>	<u>33.73</u>	<u>46.00</u>
<u>008796</u>	<u>Arts Education Teacher 9</u>	<u>15A</u>	<u>215</u>	<u>09K</u>	<u>34.92</u>	<u>47.25</u>
<u>003901</u>	<u>Music Therapist School Distric</u>	<u>15A</u>	<u>215</u>	<u>06K</u>	<u>31.41</u>	<u>44.24</u>
<u>000685</u>	<u>Special Teacher: Ma/Ms/5yr+Lic</u>	<u>15A</u>	<u>215</u>	<u>06K</u>	<u>31.41</u>	<u>44.24</u>
<u>002385</u>	<u>Special Teacher:5yrCarTecCr</u>	<u>15A</u>	<u>215</u>	<u>03J</u>	<u>26.72</u>	<u>37.30</u>

<u>000690</u>	<u>Special Teacher:5yrCarTecCr+10</u>	<u>15A</u>	<u>215</u>	<u>04J</u>	<u>28.45</u>	<u>39.02</u>
<u>002386</u>	<u>Special Teacher:5yrCarTecCr+20</u>	<u>15A</u>	<u>215</u>	<u>05J</u>	<u>30.24</u>	<u>40.81</u>
<u>002708</u>	<u>Special Teacher:5yrCarTecCr+30</u>	<u>15A</u>	<u>215</u>	<u>06K</u>	<u>31.41</u>	<u>44.24</u>
<u>003932</u>	<u>Special Teacher:5yrCarTecCr+40</u>	<u>15A</u>	<u>215</u>	<u>07K</u>	<u>32.54</u>	<u>44.88</u>
<u>000683</u>	<u>Special Teacher:Ba/Bs+Lic</u>	<u>15A</u>	<u>215</u>	<u>02J</u>	<u>24.88</u>	<u>35.48</u>
<u>002382</u>	<u>Special Teacher:Ba/Bs+Lic+10</u>	<u>15A</u>	<u>215</u>	<u>03J</u>	<u>26.72</u>	<u>37.30</u>
<u>000684</u>	<u>Special Teacher:Ba/Bs+Lic+20</u>	<u>15A</u>	<u>215</u>	<u>04J</u>	<u>28.45</u>	<u>39.02</u>
<u>002383</u>	<u>Special Teacher:Ba/Bs+Lic+30</u>	<u>15A</u>	<u>215</u>	<u>05J</u>	<u>30.24</u>	<u>40.81</u>
<u>002707</u>	<u>Special Teacher:Ba/Bs+Lic+40</u>	<u>15A</u>	<u>215</u>	<u>06K</u>	<u>31.41</u>	<u>44.24</u>
<u>000689</u>	<u>Special Teacher:CarTecCr</u>	<u>15A</u>	<u>215</u>	<u>02J</u>	<u>24.88</u>	<u>35.48</u>
<u>002384</u>	<u>Special Teacher:Ma/Ms+Lic+10gr</u>	<u>15A</u>	<u>215</u>	<u>07K</u>	<u>32.54</u>	<u>44.88</u>
<u>000686</u>	<u>Special Teacher:Ma/Ms+Lic+20gr</u>	<u>15A</u>	<u>215</u>	<u>08K</u>	<u>33.73</u>	<u>46.00</u>
<u>003701</u>	<u>Special Teacher:MA/MS+Lic+30gr</u>	<u>15A</u>	<u>215</u>	<u>09K</u>	<u>34.92</u>	<u>47.25</u>
<u>000687</u>	<u>Special Teacher:No Degree/Lic</u>	<u>15A</u>	<u>215</u>	<u>01J</u>	<u>18.30</u>	<u>23.14</u>

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SRSEA Unit 15

Job Titles and Salaries as of July 1, 2019

JOB- CODE	JOB-TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY
008670	Arts Education Teacher 1	15A	215	01J	17.41	22.03
008671	Arts Education Teacher 2	15A	215	02J	23.68	33.77
008675	Arts Education Teacher 3	15A	215	03J	25.43	35.50
008676	Arts Education Teacher 4	15A	215	04J	27.08	37.14
008677	Arts Education Teacher 5	15A	215	05J	28.78	38.84

008678	Arts Education Teacher-6	15A	215	06K	29.89	42.11
008679	Arts Education Teacher-7	15A	215	07K	30.98	42.72
008680	Arts Education Teacher-8	15A	215	08K	32.11	43.79
008796	Arts Education Teacher-9	15A	215	09K	33.24	44.98
003901	Music Therapist School-Distric	15A	215	06K	29.89	42.11
000685	Special Teacher:Ma/Ms/5yr+Lic	15A	215	06K	29.89	42.11
002385	Special Teacher:5yrCarTecCr	15A	215	03J	25.43	35.50
000690	Special Teacher:5yrCarTecCr+10	15A	215	04J	27.08	37.14
002386	Special Teacher:5yrCarTecCr+20	15A	215	05J	28.78	38.84
002708	Special Teacher:5yrCarTecCr+30	15A	215	06K	29.89	42.11
003932	Special Teacher:5yrCarTecCr+40	15A	215	07K	30.98	42.72
000683	Special Teacher:Ba/Bs+Lic	15A	215	02J	23.68	33.77
002382	Special Teacher:Ba/Bs+Lic+10	15A	215	03J	25.43	35.50
000684	Special Teacher:Ba/Bs+Lic+20	15A	215	04J	27.08	37.14
002383	Special Teacher:Ba/Bs+Lic+30	15A	215	05J	28.78	38.84
002707	Special Teacher:Ba/Bs+Lic+40	15A	215	06K	29.89	42.11
000689	Special Teacher:CarTecCr	15A	215	02J	23.68	33.77
002384	Special Teacher:Ma/Ms+Lic+10gr	15A	215	07K	30.98	42.72
000686	Special Teacher:Ma/Ms+Lic+20gr	15A	215	08K	32.11	43.79
003701	Special Teacher:MA/MS+Lic+30gr	15A	215	09K	33.24	44.98
000687	Special Teacher:No-Degree/Lic	15A	215	01J	17.41	22.03

APPENDIX D-2

Unit 15 Special Teachers

Job Titles and Salaries as of July 1, 2022

<u>SRSEA Unit 15</u>						
<u>Job Titles and Salaries as of July 1, 2022</u>						
<u>JOB</u> <u>CODE</u>	<u>JOB TITLE</u>	<u>GRID</u> <u>ID</u>	<u>BARG</u> <u>UNIT</u>	<u>COMP</u> <u>CODE</u>	<u>MINIMUM</u> <u>HOURLY</u>	<u>MAXIMUM</u> <u>HOURLY</u>
<u>008670</u>	<u>Arts Education Teacher 1</u>	<u>15A</u>	<u>215</u>	<u>01J</u>	<u>18.76</u>	<u>23.72</u>
<u>008671</u>	<u>Arts Education Teacher 2</u>	<u>15A</u>	<u>215</u>	<u>02J</u>	<u>25.50</u>	<u>36.37</u>
<u>008675</u>	<u>Arts Education Teacher 3</u>	<u>15A</u>	<u>215</u>	<u>03J</u>	<u>27.39</u>	<u>38.23</u>
<u>008676</u>	<u>Arts Education Teacher 4</u>	<u>15A</u>	<u>215</u>	<u>04J</u>	<u>29.16</u>	<u>40.00</u>
<u>008677</u>	<u>Arts Education Teacher 5</u>	<u>15A</u>	<u>215</u>	<u>05J</u>	<u>31.00</u>	<u>41.83</u>
<u>008678</u>	<u>Arts Education Teacher 6</u>	<u>15A</u>	<u>215</u>	<u>06K</u>	<u>32.20</u>	<u>45.35</u>
<u>008679</u>	<u>Arts Education Teacher 7</u>	<u>15A</u>	<u>215</u>	<u>07K</u>	<u>33.35</u>	<u>46.00</u>
<u>008680</u>	<u>Arts Education Teacher 8</u>	<u>15A</u>	<u>215</u>	<u>08K</u>	<u>34.57</u>	<u>47.15</u>
<u>008796</u>	<u>Arts Education Teacher 9</u>	<u>15A</u>	<u>215</u>	<u>09K</u>	<u>35.79</u>	<u>48.43</u>
<u>003901</u>	<u>Music Therapist School Distric</u>	<u>15A</u>	<u>215</u>	<u>06K</u>	<u>32.20</u>	<u>45.35</u>
<u>000685</u>	<u>Special Teacher: Ma/Ms/5yr+Lic</u>	<u>15A</u>	<u>215</u>	<u>06K</u>	<u>32.20</u>	<u>45.35</u>
<u>002385</u>	<u>Special Teacher:5yrCarTecCr</u>	<u>15A</u>	<u>215</u>	<u>03J</u>	<u>27.39</u>	<u>38.23</u>
<u>000690</u>	<u>Special Teacher:5yrCarTecCr+10</u>	<u>15A</u>	<u>215</u>	<u>04J</u>	<u>29.16</u>	<u>40.00</u>
<u>002386</u>	<u>Special Teacher:5yrCarTecCr+20</u>	<u>15A</u>	<u>215</u>	<u>05J</u>	<u>31.00</u>	<u>41.83</u>
<u>002708</u>	<u>Special Teacher:5yrCarTecCr+30</u>	<u>15A</u>	<u>215</u>	<u>06K</u>	<u>32.20</u>	<u>45.35</u>
<u>003932</u>	<u>Special Teacher:5yrCarTecCr+40</u>	<u>15A</u>	<u>215</u>	<u>07K</u>	<u>33.35</u>	<u>46.00</u>

<u>000683</u>	<u>Special Teacher:Ba/Bs+Lic</u>	<u>15A</u>	<u>215</u>	<u>02J</u>	<u>25.50</u>	<u>36.37</u>
<u>002382</u>	<u>Special Teacher:Ba/Bs+Lic+10</u>	<u>15A</u>	<u>215</u>	<u>03J</u>	<u>27.39</u>	<u>38.23</u>
<u>000684</u>	<u>Special Teacher:Ba/Bs+Lic+20</u>	<u>15A</u>	<u>215</u>	<u>04J</u>	<u>29.16</u>	<u>40.00</u>
<u>002383</u>	<u>Special Teacher:Ba/Bs+Lic+30</u>	<u>15A</u>	<u>215</u>	<u>05J</u>	<u>31.00</u>	<u>41.83</u>
<u>002707</u>	<u>Special Teacher:Ba/Bs+Lic+40</u>	<u>15A</u>	<u>215</u>	<u>06K</u>	<u>32.20</u>	<u>45.35</u>
<u>000689</u>	<u>Special Teacher:CarTecCr</u>	<u>15A</u>	<u>215</u>	<u>02J</u>	<u>25.50</u>	<u>36.37</u>
<u>002384</u>	<u>Special Teacher:Ma/Ms+Lic+10gr</u>	<u>15A</u>	<u>215</u>	<u>07K</u>	<u>33.35</u>	<u>46.00</u>
<u>000686</u>	<u>Special Teacher:Ma/Ms+Lic+20gr</u>	<u>15A</u>	<u>215</u>	<u>08K</u>	<u>34.57</u>	<u>47.15</u>
<u>003701</u>	<u>Special Teacher:MA/MS+Lic+30gr</u>	<u>15A</u>	<u>215</u>	<u>09K</u>	<u>35.79</u>	<u>48.43</u>
<u>000687</u>	<u>Special Teacher:No Degree/Lic</u>	<u>15A</u>	<u>215</u>	<u>01J</u>	<u>18.76</u>	<u>23.72</u>

SRSEA Unit 15

Job Titles and Salaries as of July 1, 2020

JOB- CODE	JOB-TITLE	GRID ID-#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY
008670	Arts Education Teacher 1	15A	215	01J	17.85	22.58
008671	Arts Education Teacher 2	15A	215	02J	24.27	34.61
008675	Arts Education Teacher 3	15A	215	03J	26.07	36.39
008676	Arts Education Teacher 4	15A	215	04J	27.76	38.07
008677	Arts Education Teacher 5	15A	215	05J	29.50	39.81
008678	Arts Education Teacher 6	15A	215	06K	30.64	43.16
008679	Arts Education Teacher 7	15A	215	07K	31.75	43.79
008680	Arts Education Teacher 8	15A	215	08K	32.91	44.88
008796	Arts Education Teacher 9	15A	215	09K	34.07	46.10

003901	Music Therapist School Distric	15A	215	06K	30.64	43.16
000685	Special Teacher: Ma/Ms/5yr+Lic	15A	215	06K	30.64	43.16
002385	Special Teacher:5yrCarTecCr	15A	215	03J	26.07	36.39
000690	Special Teacher:5yrCarTecCr+10	15A	215	04J	27.76	38.07
002386	Special Teacher:5yrCarTecCr+20	15A	215	05J	29.50	39.81
002708	Special Teacher:5yrCarTecCr+30	15A	215	06K	30.64	43.16
003932	Special Teacher:5yrCarTecCr+40	15A	215	07K	31.75	43.79
000683	Special Teacher:Ba/Bs+Lic	15A	215	02J	24.27	34.61
002382	Special Teacher:Ba/Bs+Lic+10	15A	215	03J	26.07	36.39
000684	Special Teacher:Ba/Bs+Lic+20	15A	215	04J	27.76	38.07
002383	Special Teacher:Ba/Bs+Lic+30	15A	215	05J	29.50	39.81
002707	Special Teacher:Ba/Bs+Lic+40	15A	215	06K	30.64	43.16
000689	Special Teacher:CarTecCr	15A	215	02J	24.27	34.61
002384	Special Teacher:Ma/Ms+Lic+10gr	15A	215	07K	31.75	43.79
000686	Special Teacher:Ma/Ms+Lic+20gr	15A	215	08K	32.91	44.88
003701	Special Teacher:MA/MS+Lic+30gr	15A	215	09K	34.07	46.10
000687	Special Teacher:No Degree/Lic	15A	215	01J	17.85	22.58

1 **APPENDIX E – REQUEST FOR LANE CHANGE**

2 Teacher Name:

3 _____

4
5 Lane being applied for: _____

6
7 Courses to be applied for lane change and criterion or criteria under which request being made
8 (refer to Article 25, Section 8, Subd. A(1) and/or (2));(Attach documentation)

9
10 _____

11
12 _____

13
14 _____

15
16 _____

17
18 I request that the above courses be applied for a lane change in accordance with the labor
19 agreement between the State of Minnesota and the S.R.S.E.A.

20
21
22
23 _____

24 Signature

Date Submitted

FOR APPOINTING AUTHORITY USE

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Approved _____

Date Received _____

Not Approved _____

Reason If Not Approved:

Appointing Authority or Designee

Date Approved

1 **APPENDIX F – REQUEST FOR APPROVAL OF CREDIT**

2
3 Teacher Name: _____

4
5 College, University, or Sponsor: _____

6
7 Department: _____

8
9 Course or program and criterion or criteria under which request being made (refer to Article 25,
10 Section 8, Subd. A(1) and/or (2)):

11 _____

12 _____

13
14
15
16 Title: _____

17
18 Date(s): _____

19
20 Number of Credits: semester _____ quarter _____ or Number of Local Credit clock hours: _____

21
22 Course or Program Description: _____

23 _____

24
25
26 Explain the value of this course or program to the Institution's Education Program, if applicable:

27 _____

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I affirm that the above information is correct and hereby request that this credit be approved for utilization in accordance with the labor agreement between the State of Minnesota and the State Residential Schools Education Association.

Signature

Date Submitted

Approved Not Approved

Reasons, If Not Approved: _____

Appointing Authority or Designee

Date Approved

1 **APPENDIX G – CREDIT DOCUMENTATION FORM**

2
3 CERTIFICATION OF SATISFACTORY COMPLETION OF COLLEGE CLASS

4
5 NAME OF STUDENT _____ DATE _____

6
7 EMPLOYING FACILITY _____

8
9 COLLEGE/UNIVERSITY

10 _____

11
12 DEPARTMENT

13 _____

14
15 COURSE NUMBER

16 _____

17
18 COURSE TITLE

19 _____

20
21 _____ GRADUATE

22
23 _____ UNDERGRADUATE

CREDIT HOURS:

1

Semester _____

2

3

4

Quarter _____

5

6

This is to certify that the above-named student has satisfactorily completed this course.

7

INSTRUCTOR _____ DATE _____

1 **APPENDIX H – EDUCATION GRANT FORM**

2
3 AWARDS FOR EXCELLENCE IN EDUCATION

4 STATE RESIDENTIAL SCHOOLS EDUCATION ASSOCIATION

5 *The following criteria must be met for a lump sum award to teachers who successfully secure*
6 *education grants:*

- 7 1. *The grant must benefit students at the teacher’s facility/institution/agency.*
- 8 2. *The grant must have been written on the teacher’s own time, outside their normal job*
9 *duties.*
- 10 3. *If more than one teacher is involved in writing the grant, the lump sum award is to be shared*
11 *equally between the teachers.*

12 Name: _____ Teacher EID: _____

13 Institution/Facility: _____

14 Grant Name: _____

15 Describe purposes of grant and how it will benefit students at the teacher’s
16 institution/facility/agency:

17 _____

18

19 _____

20

21 _____

22

23 _____

24

25 _____

26

1
2

3

Amount of Grant: \$ _____

4

Grant Dates: _____

5

Grantor: _____

6

Amount of Lump Sum Award Authorized: \$ _____

7

8

Signature of Applicant Date

9

10

Signature of Supervisor Date

11

For Fiscal Services Use Only

Employee ID	Expense Group ID	Fund
Expense Type	Amount	Date Paid
Agency	ORG	Appr.

12

1 **APPENDIX I – DEPARTMENT OF HUMAN SERVICES/DEPARTMENT**

2 **WIDE**

3 **ARTICLE I – No Layoff Agreement**

4 This Agreement is made between the State of Minnesota and the various bargaining unit
5 representatives with respect to the re-structuring of the State's health facility system and
6 opportunities which will be provided teachers as change occurs.

7 This Agreement will become effective only if the Legislature substantially authorizes the policy
8 and funding necessary to implement the department's re-structuring plan.

9 The parties agree to the following terms in order to ensure that fair and equitable
10 arrangements are carried out to protect the interests of affected State employees under the re-
11 structuring. These terms shall be part of the collective bargaining Agreements between parties
12 and shall be implemented through the master and supplemental Agreements.

- 13 1. As a result of changes in the department's service delivery system, no employee of a
14 State-operated treatment center or nursing home except a temporary teacher or
15 emergency teacher shall suffer a reduction in pay or be involuntarily laid off. Hours of
16 work of full-time unlimited teachers shall not be involuntarily reduced. The hours of
17 work of part-time teachers shall not be involuntarily reduced below their current level
18 of Employer paid insurance contributions. Within sixty (60) days of the execution of this
19 agreement, the parties will meet and negotiate regarding the status of intermittent
20 teachers. Following these negotiations, the employment condition of intermittent
21 employees shall be changed, if appropriate. Intermittent teachers who are laid off shall

1 retain rights under their normal separation procedures.

2 2. Reduction in teacher numbers will be made through normal attrition and through the
3 provisions detailed in the teacher mitigation to layoff section of this agreement.

4 3. Nothing in the Agreement shall be interpreted as entitling a teacher to lifetime
5 employment or as protecting a teacher against discharge for just cause.

6 4. Teachers of the department who move to State operated community-based facilities in
7 accord with the re-structuring proposal will be guaranteed collective bargaining rights as
8 applicable under Minn. Stat. 179A and other rights under Minn. Stat. 43A, Minn. Stat.
9 352, and Minn. Stat. 354.

10 5. Training and re-training of staff who, as a result of re-structuring, fill a position in a state
11 operated community-based facility, or staff who fill a position within a facility, or
12 between facilities, will be the responsibility of the department. The department will
13 make every reasonable effort to coordinate training and re-training with public
14 institutions or post-secondary education.

15 6. Procedures for notifying teachers affected by the re-structuring plans will be negotiated
16 into the collective bargaining agreements or supplemental agreements.

17
18 7. Any dispute concerning the interpretation, application or meaning, and relationship to
19 the terms of the respective master or supplemental agreements must be resolved by
20 the grievance/arbitration procedures of the appropriate agreements. The terms of the
21 Memorandum are non-precedential.

1 8. Every effort will be made to communicate openly and have common understanding
2 between the State and labor organizations affected by the re-structuring plan, including
3 the establishment of joint labor and management committees.

4 9. The term of this Agreement for each facility extends until the completion of the re-
5 structuring at that facility.

6 **TEACHER MITIGATION TO LAYOFF SECTION:**

7
8 For teachers whose positions will be eliminated by implementation of the department's re-
9 structuring plan, a number of options will be offered. If a teacher's position is to be eliminated,
10 the following will be simultaneously presented to the teacher:

- 11 1. job and training opportunities;
- 12 2. enhanced separation options;
- 13 3. normal separation including recall rights.

14 In order to reduce involuntary separations otherwise necessary, the most senior teacher within
15 a class shall be offered the choice of one of the available options before less senior teachers. At
16 the time an offer is made, the teacher may select from the options available. Selection of the
17 enhanced separation or normal separation packages preclude exercising any other option. The
18 teacher who selects from job and training opportunities [items 1.1 - 1.7] shall choose from all
19 available job and training opportunities. Once such a selection has been made, the teacher is
20 precluded from exercising another option from items 1.1 - 1.7 at a later time, unless the
21 teacher's position is subsequently eliminated as a result of re-structuring. A teacher who
22 selected the job and training opportunities shall be guaranteed at least one job and training

1 opportunity.

2 **JOB AND RE-TRAINING OPPORTUNITIES:**

- 3
- 4 1. A position of comparable duties and same pay within the same employment condition
5 and within the same Regional Center.
- 6 2. A position in a State operated community based residential or day habilitation services
7 or a position in the technical support group for those services. Such positions could be
8 of comparable duties and same pay and within the same employment condition.
9 Relocation expenses will be paid by the Employer.
- 10 3. A position which the parties agree can best be filled by upgrading existing staff and for
11 which the employer agrees to pay the cost of necessary training or certification.
- 12
- 13 4. Up to 160 hours training necessary to qualify for a comparable job (i.e., no reduction in
14 pay) and the subsequent offer of that job within the same or another Regional
15 Treatment Center or State nursing home. Relocation expenses will be paid by the
16 Employer.
- 17 5. A position of comparable duties and same pay, within the same employment condition,
18 at another state agency within a reasonable commuting distance.
- 19 6. A position of comparable duties and same pay, within the same employment condition
20 at another state agency or Regional Treatment Center. Relocation expenses will be paid
21 by the Employer.
- 22 7. A position at any State agency pursuant to the activation of Minn. Stat. 246.60 by the

1 Commissioner of Employee Relations and Administration. Relocation expenses will be
2 paid by the Employer.

- 3 8. A teacher who refuses a job and training opportunity not requiring relocation waives
4 their right to enhanced separation. A teacher who does not accept a job and training
5 opportunity requiring relocation shall be entitled to select the enhanced separation
6 option or normal separation.

7 **ENHANCED SEPARATION PACKAGE:**

- 8
- 9 1. Retirement, with Employer paid insurance benefits as negotiated under Chapter 605
10 (1988 Session Laws); or
- 11 2. In addition to benefits provided under collective bargaining agreements, a one-time
12 enhanced payment not to exceed \$7500, based on 5% of the teacher's base salary or
13 wage, not to exceed \$1250.00 multiplied by the number of years of State service. For
14 teachers selecting this option, the department agrees not to contest any unemployment
15 insurance determination; or,
- 16 3. In lieu of the one-time enhanced payment, tuition, fees, books, travel expenses, career
17 guidance, and related expenses at a public institution of post-secondary education, up
18 to the amount of the enhanced payment to which the teacher would be entitled.

19 A teacher electing the enhanced separation options waives their recall rights under the
20 collective bargaining agreements.

21 **NORMAL SEPARATION PACKAGE:**

1. Normal separation, with all rights negotiated under collective bargaining agreements.

APPENDIX J – THE PERPICH CENTER FOR ARTS EDUCATION

This supplemental agreement shall apply to Unit 15 teachers at the Perpich Center for Arts Education (“PCAE”).

ARTICLE 1: Meet and Confer.

The provisions of Article 7, Meet and Confer, are supplemented by the following provision.

Section 1. Agency Policies. Policies related to faculty responsibilities shall be discussed by a Meet and Confer Committee. Each faculty member shall be given a copy of agency policies. New or amended policies shall be distributed to faculty members upon adoption.

ARTICLE 2: Calendar and Hours of Work

The provisions of Article 8, Hours of Work, are supplemented by the following provision.

Section 1. Prior to the establishment of the academic calendar and daily schedule for the Perpich Center for Arts Education, the Appointing Authority shall meet and confer with the Local Association to discuss its content. Once the Appointing Authority has established the academic calendar, any changes shall be preceded by a meet and confer with the Local Association.

Section 2. Arts Education Teachers who are involved in the actual performance of a Perpich Center for Arts Education production are not eligible for overtime compensation.

Section 3. Teachers shall have three (3) planning days at the beginning of the school year, before classes begin, and one (1) planning day between semesters. These planning days shall

1 not include any scheduled meetings or committee work.

2 **ARTICLE 3: Teacher Assignments**

3 The provisions of Article 9, Teacher Assignments, are supplemented by the following.

4 Arts Education Teachers hired by the Perpich Center for Arts Education may be hired as either
5 licensed or unlicensed teachers.

6 **ARTICLE 4: Layoff**

7 The provisions of Article 15, Layoff, are supplemented by the following provisions.

- 8 1. All teachers shall be laid off only for reasons of fiscal necessity and not for disciplinary
9 reasons. Further, they shall be laid off consistent with the principles of seniority.
- 10 2. All teachers shall have all discharge rights provided in Article 16 of the Labor Agreement
11 between the parties.
- 12 3. The above rights will be granted to any and all teachers, including incumbents, who are
13 members of the Professional State Residential Instructional Unit 15 at Perpich Center for
14 Arts Education Schools, either full-time or part-time, and who have completed a
15 probationary period of one (1) academic year if already tenured in a K-12 public school,
16 or two (2) academic years for all others.
- 17 4. Arts Education Teachers who are on mobility leave from an independent school district
18 under Minnesota Statutes 15.52 shall be given an indication of their continued
19 employment status by January 10th preceding the start of the next regular school year.

- 1 5. **Ability to Bump.** Upon the PCAE’s decision to reduce or eliminate a SRSEA staff position,
2 the laid off teacher’s ability to bump other SRSEA staff members within their seniority
3 unit will be determined by:
- 4 a. Seniority in the SRSEA local unit
 - 5 b. Licensure to teach in the program area
- 6 6. **Seniority.** Seniority is documented by the local SRSEA seniority list maintained by PCAE.
7 Part-time teaching time is prorated according to the formula set forth in the SRSEA
8 master contract.

9 **ARTICLE 5: Vacation Leave**

10 The provisions of Article 19, Vacation Leave, are supplemented by the following provisions.

11 Length of service may also include time spent in other formal teaching positions as stated
12 below:

13 A teacher who is appointed to or occupies a position covered by this agreement within
14 three (3) academic years of separation from formal teaching or professional artistic
15 positions may, at the discretion of the Appointing Authority, transfer length of service credit
16 from such positions for purposes of vacation accrual. Any increase in the vacation accrual
17 rate which is the result of the Appointing Authority decision, shall commence the pay period
18 after the date of the Appointing Authority decision. Determinations made under this
19 provision are not arbitrable under this agreement.

20 Mandatory vacation leave that teachers are required to take during official school breaks shall
21 not exceed ~~four~~ **five (45)** days per academic year. The Appointing Authority shall notify the

1 Local Association no later than March 1 of each fiscal year if it will be requiring the use of
2 vacation during official school breaks.

3 Mandatory vacation leave may also be used on noncontact days during the academic year,
4 excluding required staff or department meeting days.

5 **ARTICLE 6: Balancing**

6 The provisions of Article 8 are supplemented by the following provisions.

7 Each year, Perpich Center for Arts Education teachers shall be permitted to carry up to twenty-
8 four (24) hours of balance time into the following fiscal year. These hours must be used no later
9 than December 31 of the new academic year, excluding required staff or department meeting
10 days.

11 **ARTICLE 7: Holidays**

12 The provisions of Article 21, Holidays, are supplemented by the following provisions.

13 **Section 1.** Teachers will not normally be scheduled to work on the listed holidays in Article 21
14 except that the Appointing Authority may designate an alternate day for the observance of
15 Veterans' Day.

16 **ARTICLE 8: Salaries**

17 The provisions of Article 25, Salaries, are supplemented by the following provisions.

18 Arts Education Teachers shall qualify for lane changes on the basis of a combination of
19 education and work experience that is approved in advance by the Appointing Authority.

20 Denials shall not be arbitrable.

21 **ARTICLE 9: Extra Curricular Assignments**

1 Assignments to extracurricular activities that are in addition to normal teaching assignments
2 shall first be made from volunteers within the institution. The appointing authority retains the
3 right to discontinue any of the activities and the right to fill or not fill vacancies.

4 Perpich Arts High School:

5	Event Chaperones	\$20/hour (2 hour minimum)
6	Student Government	\$2,200 2,100
7	Gala	\$1,560 1,460
8	Yearbook	\$3,800 3,700
9	Common Experience	\$2,100*

10 *(PILOT PROGRAM) Sunsets upon the legislature’s ratification of the 202~~34~~-202~~53~~ contract.

11 **ARTICLE 10: Sabbatical Leave**

12 The provisions of Article 18, Section 4.E are supplemented by the following:

13 All requests for a sabbatical leave shall be submitted to the Perpich Center for Arts Education
14 Director. An application for such a leave may not be unreasonably denied. A teacher may
15 appeal in writing a rejection of a leave to the Executive Director or their designee. The appeal
16 must be submitted within thirty (30) days of the rejection.

17 **ARTICLE 11: Summer School Assignments**

18 In the event that summer school programs and classes are offered during periods outside the
19 designated calendar work year, Perpich teachers shall be given the first opportunity to propose
20 and teach such classes, on a voluntary basis. If there are insufficient internal proposals, or the
21 proposals do not adequately address the agency’s mission and goals for these programs, the

1 agency may then contract with outside artists and teachers. This provision is effective for the
2 term of the ~~2021-19~~-202~~31~~ Agreement.

3 **APPENDIX K – MINNESOTA STATE ACADEMIES**

4 **MINNESOTA STATE ACADEMY FOR THE BLIND AND MINNESOTA STATE ACADEMY FOR THE** 5 **DEAF**

6 This Supplemental Agreement shall apply to Unit 15 teachers at the Minnesota State Academy
7 for the Blind and the Minnesota State Academy for the Deaf.

8 **ARTICLE 1: Hours of Work.**

9 The provisions of Article 8, Hours of Work, are supplemented by the following provision:

10 **Section 1.** Prior to the establishment of the academic calendar for the Minnesota State
11 Academy for the Blind and the Minnesota State Academy for the Deaf, the Appointing Authority
12 shall meet and confer with the Local Association to discuss its content. In addition, a
13 representative from each campus will be invited to participate in the committee responsible for
14 setting the academic calendar. Once the Appointing Authority has established the academic
15 calendar, any changes shall be preceded by a meet and confer with the Local Association.

16 **ARTICLE 2: Layoff.**

17 The provisions of Article 15, Layoff, are supplemented by the following provision:

18 **Section 1. Seniority.** Notwithstanding the fact that the Minnesota Department of Education
19 and the State Board of Teaching recognize a deaf or hard of hearing and blind or visually
20 impaired license as proper qualifications to teach all subjects at the Minnesota Academy for the

1 Deaf and the Minnesota Academy for the Blind respectively, seniority, bumping rights, and
2 recall from layoff shall be determined on the basis of subject matter licensure held at the time
3 of layoff.

4 **ARTICLE 3: Vacation Leave.**

5 The provisions of Article 19, Vacation Leave, are supplemented by the following provision:

6 **Section 1. Vacation Usage.** Teachers at the Minnesota State Academy for the Blind and the
7 Minnesota State Academy for the Deaf shall be permitted to use accumulated vacation leave
8 beyond the specified date ending the academic year. Teachers prior to May 1 of each year shall
9 designate the amount of vacation hours to be used. Use of such accumulated vacation shall not
10 entitle teachers for holiday pay eligibility or conversion of vacation leave to sick leave.

11 **ARTICLE 4: Holidays.**

12 The provisions of Article 21, Holidays, are supplemented by the following provision:

13 **Section 1.** Teachers will not normally be scheduled to work on the listed holidays in Article 21
14 except that the Appointing Authority may designate alternate days for the observance of these
15 asterisked holidays. Prior to the implementation of a change in the listed holiday schedule, the
16 Local Association may request to meet and confer regarding such a change.

17 Notwithstanding the above, teachers at Minnesota Academy for the Deaf and Minnesota
18 Academy for the Blind shall be eligible for the Christmas and New Year's holidays provided they
19 are in payroll status on the last scheduled work day prior to the Christmas Break and on the first
20 scheduled work day following the break; however, to be eligible for the Independence Day
21 holiday the teacher(s) must be employed for the summer school session, and Independence
22 Day must fall during the summer session.

1 **Section 2.** It is expected that teachers shall normally use their floating holidays during one of
2 the school breaks (summer, winter, spring).

3 **ARTICLE 5: Teacher Assignments.**

4 **Section 1. Assignments.** All teachers shall participate in curriculum development as assigned by
5 the Appointing Authority. Assignments as determined by the Appointing Authority to
6 participate in curriculum development shall first be made from volunteers. If there are no
7 volunteers, the Appointing Authority shall assign teachers to participate in curriculum
8 development.

9 If the Appointing Authority determines that curriculum training is mandatory, for all or a
10 specified group of teachers, the training will be paid at the teacher's hourly wage rate for hours
11 spent in the training. The Appointing Authority will make a reasonable effort to schedule
12 mandatory curriculum development training on mutually agreeable dates with teachers.

13 **Section 2.** All teachers that are assigned and participate in curriculum development during the
14 summer break shall be compensated at a rate of ~~thirty~~~~twenty five~~ dollars (\$~~30~~~~25~~.00) an hour.

15 **ARTICLE 6: Extracurricular Activities (ECA) Assignments**

16 **Section 1. Assignments.** Assignments to extracurricular activities that are in addition to the
17 normal teaching schedule shall first be made from qualified volunteers within the school who
18 are associated with the activity. The Appointing Authority retains the right to discontinue any of
19 the programs below and to fill or not fill any vacancies. Teachers must re-apply for assignments
20 each year with the exception of the Athletic Director positions.

21 **Section 2. Extracurricular Stipend Schedule.**

22
23 *Boys' and Girls' team coaches of the same sport will be paid the same stipend.

1 Stipend amounts may be pro-rated based on the number of games or the length of the season, or
 2 when the employee is on a leave of absence for more than 15 working days.

ECA Positions: Athletic Activities	2019-2021	2019 -2021
	Minimum	Maximum
Football (MSAD)- Varsity Head Coach	\$4,600	\$5,479
Football (MSAD)- Varsity Assistant Coach	\$3,220	\$3,835
Football (MSAD) - JV Head Coach	\$2,760	\$3,287
Football (MSAD) - JV Assistant Coach	\$1,932	\$2,301
If Varsity Assistant Coach also serves as JV Head Coach		\$300 Extra
Volleyball (MSAD) - Varsity Head Coach	\$4,600	\$5,479
Volleyball (MSAD) - Varsity Assistant Coach	\$3,220	\$3,835
Volleyball (MSAD) - JV Head Coach	\$2,760	\$3,287
Volleyball (MSAD) - JV Assistant Coach	\$1,932	\$2,301
If Varsity Assistant Coach also serves as JV Head Coach		\$300 Extra
Basketball (MSAD) - Varsity Head Coach	\$3,850	\$4,585
Basketball (MSAD) - Varsity Assistant Coach	\$2,695	\$3,210
Basketball (MSAD) - JV Head Coach	\$2,310	\$2,751
Basketball (MSAD) - JV Assistant Coach	\$1,617	\$1,926
If Varsity Assistant Coach also serves as JV Head Coach		\$300 Extra
Track (MSAD) - Varsity Head Coach	\$3,000	\$3,573
Track (MSAD) - Varsity Assistant Coach	\$2,100	\$2,501

ECA Positions: Athletic Activities	2019-2021 Minimum	2019 -2021 Maximum
Track (MSAB) - Varsity Head Coach	\$2,300	\$2,739
Track (MSAB) - Varsity Assistant Coach	\$1,610	\$1,918
GoalBall (MSAB) - Varsity Head Coach	\$2,300	\$2,739
GoalBall (MSAB) - Varsity Assistant Coach	\$1,610	\$1,918
Wrestling (MSAB) - Varsity Head Coach	\$2,300	\$2,739
Wrestling (MSAB) - Varsity Assistant Coach	\$1,610	\$1,918
Cheerleading (MSAD/MSAB) - Varsity Head Coach	\$2,300	\$2,739
Cheerleading (MSAD/MSAB) - Varsity Assistant Coach	\$1,610	\$1,918
Swimming (MSAB) - Varsity Head Coach	\$2,300	\$2,739
Swimming (MSAB) - Varsity Assistant Coach	\$1,610	\$1,918
Strength and Conditioning Head Coach (MSAD) (per semester)	\$2,300	\$2,739
Strength and Conditioning Assistant Coach (MSAD) (per semester)	\$1,610	\$1,918
Special Olympics Head Coach (per semester)	\$1,000	
Special Olympics Assistant Coach (per semester)	\$700	
"C" Team Head Coaches (Flat Stipend)	\$1,800	
"C" Team Assistant Coaches (Flat Stipend)	\$1,260	
Grades K-5 Elementary Head Coaches (Flat Stipend)	\$750	
Grades K-5 Elementary Assistant Coaches (Flat Stipend)	\$525	
Athletic Director - (MSAD) (Flat Stipend)	\$6,500	

Assistant Athletic Director - (MSAD) (Flat Stipend)	\$4,550
Athletic Director - (MSAB)(Flat Stipend)	\$3,250

1

ECA Positions: Non-Athletic Activities	2019-21 Minimum	2019-21 Maximum
Academic Bowl/ Trivia Cup (including Oratorical/ASL contests)		
Head Coach(MSAD)	\$2,300	\$2,739
Academic Bowl/ Trivia Cup (including Oratorical/ASL contests) AssistantCoach (MSAD)	\$1,610	\$1,918
ASL/Oratorical contests	<u>\$700</u>	
Class Sponsor – Senior (Flat Stipend)	\$1,300	
Class Sponsor – Junior (Flat Stipend)	\$750	
Sponsors of other organizations/clubs*(Flat Stipend)	\$750	
Choir (MSAB) (Flat Stipend)	\$1,725	\$2,125
Drum Group	\$6500	
Rock Band	\$6500	
Close-Up Advisor (MSAD) (Flat Stipend)	\$1,495	

2

ECA Positions: Non-Athletic Activities	2019-21 Minimum	2019-21 Maximum
International Studies Club Sponsor (MSAD) (3 semesters)	\$900 per semester	

Drama - Director (MSAD) (Flat Stipend)	\$1,850	
Drama - Assistant Director (MSAD) (Flat Stipend)	\$1,295	
Drama - Voice Interpreters (if MSA staff interpreters are not available)	\$20 per hour	
Elementary Drama - Director (Flat Stipend)	\$925	
Elementary Drama - Assistant Director (Flat Stipend)	\$650	
Competitions Sponsor (Flat Stipend)	\$1,000	
Competitions Assistant Sponsor (Flat Stipend)	\$700	
JrNAD Sponsor (MSAD)	\$750	
National Honor Society Advisor (MSAD)	\$650	
Lead Photographer	\$1,000	
<u>Social Media Coordinator</u>	<u>\$1,000</u>	
Speech/Forensics (MSAB) Head Sponsor	\$2,300	\$2,739
Speech/Forensics (MSAB) Assistant Sponsor	\$1,610	\$1,918
<u>Prom/Homecoming Coordinator</u>	<u>\$700</u>	
High School Student Body Government Advisor	\$780 <u>\$1,300</u>	
Middle School Student Body Government Advisor	\$780	
Team Leader (MSAB/MSAD)	\$2,600	
MSAD Companion/MSAB Chronicles Editor	\$1,300	
Yearbook Sponsor (if outside of classroom)	\$1,300	
Yearbook Sponsor (with assigned class)	\$650	

Summer Transition Program Coordinator	\$2,500
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1

ECA Positions: Other:	Hourly or Daily Rate
Drivers Education Instructor (If outside of daily schedule)	\$35.00 per hour
Literacy Night Coordinator (If not teacher)	\$25.00 per hour
Literacy Night Coordinator (If licensed teacher)	\$35.00 per hour
Literacy Night Activity Assistant	\$25 per event
Braille/Blind Awareness Instructor (if not licensed teacher)	\$25.00 per hour
Braille/Blind Awareness Instructor (if licensed teacher)	\$35.00 per hour
Daycare for Events (Parent ASL Classes, etc.)	\$18.50 per hour
ASL Instructor (If not licensed teacher)	\$25.00 per hour
ASL Instructor (If licensed teacher and if outside of daily schedule)	\$35.00 per hour
SLPI Team Member	\$32.00 per interview or rating

2
3

ECA Positions: Other:	Hourly or Daily Rate
Educational Center Tutor (if not licensed teacher)	\$25.00 per hour
Educational Center Tutor (if licensed teacher)	\$35.00 per hour
Special Event Photographer/Media Support	\$20.00 per hour
Chaperone for Home Events (Hours outside of daily schedule)	\$20.00 per hour
Chaperone for Away Events (Saturdays and Sundays)	\$190.00 per day

Chaperone for Away Events (Weekdays)	\$90 per evening/night
Other workers during games (Scorekeeping, Timer, Chain Gang, etc.)	\$10.00 per game
Intermittent Interpreters for Practices or Games (if MSA staff interpreters are not available)	\$20.00 per hour

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*Clubs must be explicitly approved by the Appointing Authority.

Returning coaches shall not receive a decrease in their stipend from the previous season as a result of implementing the 2017-19 Stipend ECA schedule.

*Hours beyond the normal workday.

ARTICLE 7: Nondiscrimination.

The provisions of Article 5, Section 1, Nondiscrimination, are supplemented by the following provisions:

The Appointing Authority recognizes the importance of modeling best practices for deaf/hard-of-hearing and blind/visually-impaired individuals by making every effort to provide them with equal access to information at the same time as sighted, hearing individuals.

ARTICLE 8: Vacancies.

The provisions of Article 13, Section 5, Reassignment are supplemented by the following provisions:

In the event of an unexpected vacancy or the need arises to make adjustments in a teacher’s assignment after the start of the school year, the Appointing Authority reserves the right to

1 reassign another teacher to positions within the same seniority unit and bargaining unit. Prior
2 to reassigning a teacher, the Appointing Authority shall seek volunteers who have requisite
3 subject matter experience and/or qualifications as determined by the Appointing Authority. In
4 instances where the Appointing Authority has determined that more than one (1) volunteer has
5 the requisite subject matter experience and/or qualifications, the most senior qualified
6 volunteer shall be reassigned. In the event that no teacher volunteers with the requisite subject
7 matter experience and/or qualifications, the Appointing Authority shall reassign the least senior
8 teacher with the requisite subject matter experience and/or qualifications.

9 By mutual agreement, the Appointing Authority may reassign the most appropriate teacher
10 given the assignment and circumstances so that student needs are best served.

11 **APPENDIX L – DEPARTMENT OF HUMAN SERVICES**

12 The provisions of Article 8, Section 8, Planning Days are modified by the following provision:

13 **ARTICLE 1 – Hours of Work**

14 **Section 1. Planning Days.** Upon mutual agreement of the Appointing Authority and the teacher,
15 each teacher shall be provided with not less than four (4) planning days without scheduled
16 activity, and with full access to their work site and materials, during each fiscal year. When
17 possible, the teacher shall give the Appointing Authority a minimum of three (3) working days'
18 notice for requesting a planning day.

19 **APPENDIX M – DEPARTMENT OF CORRECTIONS**

20 The provisions of Article 19, Vacation Leave are modified by the following provision:

1 **ARTICLE 1 – Vacation**

2 **Protected Vacation Approval Process (PILOT).** A teacher request for vacation leave that is four
3 (4) or more consecutive work days, including holidays, may be submitted six (6) months prior to
4 the start of the leave. The vacation request will then be anonymously posted for ten (1)
5 working days. If more requests are received during the posting period. The approval will be
6 based on seniority.

7 After the ten (10) day posting period, the Appointing Authority may approve the leave that shall
8 not be denied later for reasons of seniority. If the request is subsequently cancelled, it must be
9 cancelled in whole. This provision will sunset upon the legislature’s ratification of the 202~~31~~-
10 202~~53~~ contract.

11 The provisions of Article 25, Section 8, Lane Placement are modified by the following provision:

12 **ARTICLE 2 – Salaries**

13 **Military Transcript.** Upon hire and at the discretion of the Appointing Authority, all credits
14 earned while in the military that are directly related to current employment may count towards
15 step/lane placement for career technical instructors.

2 December 3, 2021

3 Chad Schmidt

4 State Residential Schools Education Association (SRSEA)

5 7600 525th Street

6 Rush City, Minnesota 55069

7 Dear Mr. Schmidt,

8 During the 2021-2023 round of supplemental negotiations between the Department of Corrections and
9 SRSEA, the parties discussed several issues, including Joint Labor Management Committees previously
10 agreed to, SRSEA's proposal regarding a lead teacher, and Appendix O.

11 The parties agree to continue two separate Joint Labor Management Committees, one for adult basic
12 education teachers and the second for career technical educational teachers. Other bargaining units may
13 participate in the joint labor management meetings if both sides agree to the relevance of their
14 participation. The Joint Labor Management Committees will be to serve as a forum to discuss best
15 practices by discussing new and innovative ideas and meaningful solutions in a constructive and
16 respectful manner. Both parties agree that discussions would not address bargaining agreement issues.

17 The parties agree that the committee shall only meet during the period of the 2021-2023 Labor

1 Agreement.

2 The parties agreed to meet and confer during the period of the 2021-2023 Labor Agreement to
3 discuss the potential concept of a lead teacher.

4 The parties agreed to meet and confer during the period of the 2021-2023 Labor Agreement to discuss
5 Appendix O Seniority Roster for teachers with more than one work location.

6 Sincerely,

7



8

9 Jennifer E. Claseman

10 Enterprise Director of Labor Relations

11 Minnesota Management and Budget

12 CC: Jackie Sovick Lonne, DOC Labor Relations, MMB Classification and Compensation

13

14 **APPENDIX N – STATUTORY LEAVES**

15 Following are the citations for leaves designated by the Legislature. These leaves are subject to
16 change or repeal. These leaves are not grievable or arbitrable under Article 17 of this contract.

17

Leave of Absence to Serve as a Legislator or For Election to a full-time
3.088 City or County Office.

15.62 Athletic Leave of Absence.

Leaves of Absence for Classified Employees Who Become Elected

43A.32 Public Officials or Candidates.

43A.185 Disaster Volunteer Leave.

179A.07, Subd. 6 Elected or Appointed Officials of the Exclusive Representatives.

181.940 - Parenting Leave, School Conference and Activities Leave, and Sick

181.9413 Leave Benefits; Care of Relatives.

181.945 Bone Marrow Donation Leave.

181.946 Leave for Civil Air Patrol Service.

Leave for Immediate Family Members of Military Personnel Injured or

181.947 Killed in Active Service.

181.948 Leave to Attend Military Ceremonies.

192.26, 192.261 Military Service Leave.

181.9456 Organ Donation Leave.

Leave Time from Employment; Party Officers; Delegates to Party

202A.135 Conventions.

202A.19 Precinct Caucus Leave.

204B.195 Time Off from Work to Serve as Election Judge.

Time Off to Vote in a State Primary Election, a Presidential Primary
Election, or an Election to Fill a Vacancy in the Office of United States

204C.04 Senator or United States Representative.

1 Note: These leaves may be paid or unpaid, depending on the provisions of the applicable
2 statute.

3 Note: Please see Appendix P for information on the Family Medical Leave Act (FMLA).

4

1 **APPENDIX O – SENIORITY ROSTER**

2 Each seniority list shall include the criteria for seniority in that subject area, and a list of all
3 areas of licensure or credentialing held by each teacher on the list. *

4 **(Date of Posting)**

5 **(Name of Facility)**

6 Subject: _____

7 Criteria: _____

8

Name	Area of License(s)/ Credential(s)	Date of Hire	Meets Criteria	Currently Assigned	Years of Service in Seniority Unit

9

10 Subject: _____

11 Criteria: _____

12

Name	Area of License(s)/ Credential(s)	Date of Hire	Meets Criteria	Currently Assigned	Years of Service in Seniority Unit

1 Subject: _____

2 Criteria: _____

3

Name	Area of License(s)/ Credential(s)	Date of Hire	Meets Criteria	Currently Assigned	Years of Service in Seniority Unit

4

5 *For additional information regarding this form, please refer to Article 14, Seniority.



Contributing to a Safer Minnesota

APPENDIX O-1 – CORRECTIONS SENIORITY ROSTER

State Residential Schools Education Association

Seniority Roster

Location: _____

Date: _____

Academic

Name	Current Area(s) of Licensure or Certification if applicable	Most Recent Date of Entry Into SRSEA at DOC	Seniority (years/mos.)	Comments (PT, lay-off, etc.)

Career Technical

Name	Current Area(s) of Credentials	Most Recent Date of Entry Into SRSEA at DOC	Seniority (years/mos.)	Comments (PT, lay-off, etc.)
------	--------------------------------	---	------------------------	------------------------------

1



2

www.doc.state.mn.us

3

1450 Energy Park Drive, Suite 200 St. Paul, Minnesota 55108

4

PH 651.361.7300 FAX 651.643.2536 TTY 651.643.3589

5

equal opportunity employer

APPENDIX P – GLOSSARY

The descriptions found in this glossary are provided for informational purposes only and are not binding upon the parties. In the event of a conflict between any description set forth herein and a definition set forth in the contract/agreement, law, rule, or Administrative Procedure, the terms of that document shall prevail.

Actively at Work - Teachers are “actively at work” if they are on active payroll status and not using paid or unpaid leave.

Administrative Procedures - The procedures of Minnesota Management ~~and~~ Budget developed in accord with M.S. 43A.04, Subd. 4.

Agency - Department, commission, board, institution, or other employing entity of the civil service, in which all positions are under the same appointing authority.

Appointing Authority - A person or a group of persons empowered by the Constitution, statute, or executive order to employ persons in, or to make appointments to positions in the civil service.

Appointment Status - Could be unlimited or limited. See appropriate definitions.

Balancing - A time-management system for professional teachers that provides for the flexibility to schedule, with supervisory approval, work days/weeks other than those defined as normal so as to equitably address the variability in the hours of work often required of a professional teaching position. In contrast to flextime schedules, balancing does not occur on a regular and recurring basis and does not guarantee hour-for-hour time off for extra hours

1 worked. Examples of situations where balancing might be approved include:

- 2 • teacher needs to work into the evening on a regular job duty, but could “balance” hours by
3 coming in later the next day, if work schedule permits.
- 4 • teacher needs to work on a Saturday on a regular job duty, but could “balance” hours by
5 not working the following Monday, if work schedule permits.
- 6 • teacher needs to work several evening hours for conferences early in September, but could
7 “balance” hours by working fewer hours in a different week, if work schedule permits.

8 **Career Technical Credentialing** – The process for evaluating an individual’s education and
9 experience in accordance with system-established minimum qualifications for individuals who
10 provide instruction in vocational/technical programs.

11 **Classified Service** - All positions now existing or hereafter created in the civil service and not
12 specifically designated unclassified pursuant to M.S. 43A.08 or other enabling legislation.

13 **College Credit** - For purposes of this contract, college credits are measured in semester credits.
14 One semester credit is equal to 1.5 quarter credits.

15 **Compensatory Time (“comp time”)** - A form of payment for overtime that the teacher may,
16 with supervisory approval, use as a form of paid leave. [See also “overtime.”]

17 **Delegated Authority** - The responsibility and accountability given to an agency by Minnesota
18 Management ~~and~~ Budget to perform certain classification and selection functions. This
19 authority may vary from agency to agency.

20 **E.A.P.** (Employee Assistance Program) - A service available to all state employees, which
21 provides assistance and referral for a variety of situations including emotional, financial, family,

1 and alcohol or chemical dependency problems.

2 **Emergency Employee** - A teacher who is appointed for no more than 45 aggregate work days in
3 any 12 month period for any single Appointing Authority.

4 **Employer** - Minnesota Management and Budget, which is considered the Employer
5 of all Executive Branch State employees and employees of the three (3) retirement
6 systems.

7 **Employment Condition** - May be full-time, part-time, intermittent or seasonal. See appropriate
8 definitions.

9 **First Report of Injury** - Related to Workers' Compensation, a form used for reporting injuries
10 that happen to teachers during the course of performing their job duties.

11 **Full-time Employee** – An employee who is normally scheduled to work 80 hours in a biweekly
12 pay period.

13 **Time Schedule** - An alternative work schedule available to teachers upon request and with
14 supervisory approval. A flextime schedule consists of recurring and predictable schedules,
15 includes a specific period of time in which all teachers must be at work (“core time”) and
16 another larger period of time (“band width”) in which teachers may choose to complete their
17 specific work day/week requirements of their position.

18 **F.M.L.A. (Family Medical Leave Act)** - Federal law mandating up to 12 weeks of job protected
19 leave to eligible teachers for certain family and/or medical reasons consistent with the Act,
20 relevant State law and collective bargaining agreements/plan.

21 **Incumbent** - Teacher currently serving in a job.

1 **Intermittent** - An employment condition in which a teacher is called to work as needed,
2 without a schedule.

3 **Job Audit** - Process by which a position is reviewed by Minnesota Management and
4 Budget or Appointing Authority to determine the correct classification.

5 **Just Cause** - A standard upon which discipline is based.

6 **Limited Appointment** - May be emergency, temporary, temporary unclassified or provisional.
7 See appropriate definitions.

8 **MMB** (Minnesota Management and Budget) - The Employer of all Executive Branch
9 State employees and employees of the three (3) retirement systems.

10 **Mobility Assignment** - Per Administrative Procedure 1.1, voluntary, limited assignments of
11 classified permanent teachers to alternative duties within another state agency/Appointing
12 Authority, governmental jurisdiction, or private employer. Duration cannot normally exceed
13 two years.

14 **M.S.** - Minnesota Statutes.

15 **O.S.H.A. (Occupational Safety and Health Act)** - Federal law which governs safety and health
16 issues in the workplace.

17 **Overtime** - Payment, in the form of cash or compensatory time, for work performed that has
18 been determined to be a special project. Examples of situations where overtime payment might
19 be approved include:

- a teacher is asked to design a new program, in addition to their regular job duties. This

1 additional assignment might be a special project eligible for overtime.

- 2 • a teacher needs to work an extra shift due to special circumstances.

3 **Part-time Employee** – An employee who is normally scheduled to work fewer than 80 hours in
4 a biweekly pay period.

5 **P.E.L.R.A. (Public Employee Labor Relations Act)** - Minnesota Statute 179A which governs the
6 relationships between public employers and their employees. Provisions include granting public
7 employees the right to organize, requiring public employers to meet and negotiate with public
8 employees and establishing the responsibilities, procedures and limitations of public
9 employment relationships.

10 **Position Description** - A document which defines an individual job's duties and responsibilities
11 and the knowledge, skills, and abilities required to perform them.

12 **Provisional Appointment** - An appointment authorized when there is no fully qualified person
13 suitable or available for appointment. Appointment may not normally exceed 12 months, but
14 may be extended for persons provisionally appointed to positions requiring licensure or
15 certification where there is a lack of qualified applicants. Person must be qualified in all
16 respects except for completion of a licensure or certification requirement.

17 **Ride-Share** - Ride sharing is the practice of sharing rides or transportation, especially by
18 commuters, typically in the form of carpooling and vanpooling. Shared ride programs
19 generally include all forms of carpooling and vanpooling. These can be informal arrangements
20 or formal arrangements made through ride-matching services. Ride-matching services take
21 several forms, such as committed vanpool groups or dynamic ride sharing programs that

1 support real-time ride sharing through short-term instant arrangements enabled by GPS and
2 wireless service.

3 **Reinstatement** - The appointment of a former permanent or probationary teacher to a class
4 within four years of the teacher's separation from the class.

5 **Seasonal Appointment** - A limited appointment for no more than ten (10) months during any
6 twelve (12) consecutive months with the expectation that the teacher will return to work year
7 after year.

8 **Special Project** - Work performed that the supervisor has determined is in addition to an
9 teacher's normal work duties or workload and is, therefore, eligible for overtime payment.

10 **Shift Differential** - A fixed amount of money that is added to a teacher's normal hourly wage
11 when an assigned shift begins before or ends after a specified time of day.

12 **Temporary Appointment** - A limited appointment not to exceed 12 months in any 24 month
13 period within any one Appointing Authority.

14 **Temporary Unclassified** - A limited unclassified appointment pursuant to M.S. 43.08, Subd. 2A.

15 **Unclassified Service** - All positions specifically designated as not being classified pursuant to
16 M.S. 43A.08 and other enabling legislation.

17 **Unlimited Appointment** - An appointment for which there is no specified maximum duration.

18 **Work-Out-Of-Class** – Assignment of a teacher to duties in another class, usually for no more
19 than two (2) years. The teacher remains assigned to their original bargaining unit.

1 **APPENDIX Q – STIPULATION ON RELEASE OF INFORMATION**

2 **STIPULATION**

3 **between**

4 **State of Minnesota**

5 **and**

6 **State Residential Schools Education Association**

7 In The Matter of a Request to

8 Release Certain Information from

9 State Residential Schools Education Association

10 and

11 State of Minnesota, Minnesota Management ~~and~~ Budget

12 The undersigned Parties agree that they shall abide by the following Stipulation:

13 1. Subject to the restrictions set forth in paragraphs 2 and 3 below, the State will produce,
14 as requested by the State Residential Schools Education Association, the following
15 information the State has determined includes information which is classified as private
16 personnel data on individuals under Minn. Stat. §13.43.

17 a. Bi-weekly report; and

18 b. Quarterly report of active teachers in the bargaining unit.

19 2. The information identified in paragraph 1 above will be subject to the following
20 restrictions:

21 a. This data shall be used by the State Residential Schools Education Association to

1 conduct elections, notify teachers of fair share fee assessments, implement the
2 provisions of Minn. Stat. §179A and shall not be disclosed for any other purpose.

3 b. The State Residential Schools Education Association agrees to maintain the data
4 and shall not produce or disclose the data to any other person or parties.

5 c. The State Residential Schools Education Association agrees to return the data to
6 the State when it is determined by the State Residential Schools Education
7 Association that the data is dated or replaced and no longer needed. Or, the
8 State Residential Schools Education Association may elect to destroy the data in
9 a manner which assures that the data cannot be retrieved and used in any
10 manner. If the data is destroyed, the State Residential Schools Education
11 Association agrees to inform the State at the time the data is destroyed.

12 3. The State Residential Schools Education Association shall keep all confidential and
13 private data disclosed to them in accordance with the terms of this Stipulation. The
14 State Residential Schools Education Association and the Employer understand and agree
15 that each will be responsible for its own acts and the results thereof to the extent
16 authorized by law and shall not be responsible for the acts of the other party and the
17 results thereof. The State’s liability shall be governed by the provisions of the Minnesota
18 Tort Claims Act, Minn. Stat. §3.736, et. seq., and other applicable law.

19 The provisions of this Stipulation shall remain in effect until_____.

21 FOR THE ASSOCIATION

21 FOR THE EMPLOYER

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Chad Schmidt	Date	Myron Frans	Date
President		Commissioner	

APPENDIX R – STATEWIDE POLICY ON FMLA

~~The FMLA entitles eligible teachers of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the teacher had not taken leave. Eligible teachers are entitled to:~~
HR/LR Policy #1409, Family and Medical Leave Act:
https://mn.gov/mmb/assets/1409-fmlapolconsolidatedpdf_tcm1059-321994.pdf

~~Twelve workweeks of leave in a 12-month period for:~~

- ~~• The birth of a child and to care for the newborn child within one year of birth~~
- ~~• The placement with the teacher of a child for adoption or foster care and to care for the newly placed child within one year of placement~~
- ~~• To care for the teacher's spouse, child, or parent who has a serious health condition~~
- ~~• A serious health condition that makes the teacher unable to perform the essential functions of his or her job~~

1 • ~~Any qualifying exigency arising out of the fact that the teacher’s spouse, son, daughter, or~~
2 ~~parent is a covered military member on “covered activity duty” or~~

3 ~~Twenty-six workweeks of leave during a single 12-month period to care for a covered~~
4 ~~servicemember with a serious injury or illness if the eligible teacher is the servicemember’s~~
5 ~~spouse, son, daughter, parent, or next of kin (military caregiver leave).~~

6 ~~The HR/LR Policy #1409, Family and Medical Leave Act,” “HR/LR Procedure #1409P, Family and~~
7 ~~Medical Leave Act,” and “General Memo #2014-6 FMLA Guidance” are available on the MMB-~~
8 ~~website at:~~

9 • ~~<https://mn.gov/mmb/assets/fmlapol-consolidated-1409-tcm1059-127556.pdf>~~

10 • ~~<https://mn.gov/mmb/assets/1409P-FMLA-tcm1059-233699.pdf>~~

11 • ~~<https://mn.gov/mmb/assets/fmla-guidance-2014-6-tcm1059-127546.pdf>~~

12
13 ~~This policy, procedure and general memo are subject to change by the Employer and are~~
14 ~~neither grievable or arbitrable under this Collective Bargaining Agreement.~~

15 **APPENDIX S – SENIORITY UNITS**

16 Below is a list of Seniority Units for Unit 15, the Professional State Residential Instructional Unit,
17 as of the effective date of this Agreement.

- 18 • Corrections, Department of (each facility is a Seniority Unit):
 - 19 ○ MCF - Faribault
 - 20 ○ MCF - Lino Lakes
 - 21 ○ MCF - Oak Park Heights

- 1 ○ MCF - Red Wing
- 2 ○ MCF - Rush City
- 3 ○ MCF - Shakopee
- 4 ○ MCF - St. Cloud
- 5 ○ MCF - Stillwater
- 6 ○ MCF - Togo
- 7 ○ MCF - Willow River/Moose Lake
- 8 ● Human Services, Department of (each listing below is a separate seniority unit):
- 9 ○ Minnesota Sex Offender Program – Moose Lake
- 10 ○ Minnesota Sex Offender Program – St. Peter and Minnesota Security Hospital –
- 11 St. Peter
- 12 ● Minnesota State Academies
- 13 ○ Academy for the Blind
- 14 ○ Academy for the Deaf
- 15 ● Perpich Center for Arts Education

16 The Employer and the Association agree that the above-listed Seniority Units may be added to,
17 subtracted from, merged, or eliminated by agreement between the parties.

18 _____

1 **APPENDIX T – ~~CONNECT 700~~ – BENEFIT ELIGIBILITY FOR CURRENT**

2 **EMPLOYEES REQUEST FOR DISCRETIONARY ADJUSTMENT OF VACATION**

3 **ACCRUAL**

4
5 I. I am requesting my length of service be adjusted for vacation accrual purposes.

6 Prior service with another **public sector** employer, including the United States Armed Forces. *(Note: service*
7 *in the Armed Forces must have been full time and continuous for at least one (1) year and the supervisor*
8 *must have been appointed to state service within four (4) years of separation from the Armed Forces) Please*
9 *identify each employer and total number of vacation days/weeks:*

10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____

19 Number of weeks requested: _____

20
21 Prior **private sector** experience directly related to my current position. Please identify each organization,
22 type of work performed, how the work was related to your current position, and total number of vacation
23 days/weeks.

24 _____

1 _____
2 _____
3 _____
4 -
5 _____
6 -
7 Number of weeks requested: _____
8 Total number of months requested: _____
9

10 II. Documentation

11 I have attached supporting documentation (e.g., letter from previous employer or human resources office or
12 DD214 is required for military service) that confirms my employment history and eligibility for leave.

13 _____
14 _____
15 _____
16 _____

17 -
18 I am unable to provide documentation regarding my private sector experience because:

19 _____
20 -
21 _____
22 -
23 _____

24 -

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III. By signing below, I certify that the information I have provided is true and correct.

Print Name Signature Date

<u>For Official Use only</u>	
<input type="checkbox"/> <u>Approved for</u> _____ <u>months</u>	<u>Length of Service Date:</u> _____
<u>Denied</u>	<u>Transaction entered:</u>

<u>Director Signature</u> _____	<u>Date</u> _____

~~The Employer is committed to ensuring a diverse workforce and recognizing the value and contributions of individuals with disabilities. As part of its commitment, the Employer has initiated the Connect 700 Program (hereinafter "C700") to provide eligible individuals with disabilities seeking employment in state government an alternative, non-competitive selection process to demonstrate their abilities through an on-the-job trial work experience. C700 employees present a distinctive employment circumstance not specifically contemplated in the parties' collective bargaining agreement. The Employer would like to treat C700 employees who were current, permanent, classified state employees at the time of their C700 appointment the same as they would have been treated in their permanent classified appointment for purposes of sick leave, vacation leave and holiday pay. Therefore, the parties~~

1 agree that the following provisions of the Labor Agreement between the Employer and the
2 Union ("Agreement"), be modified as follows:

3 **ARTICLE 19 – VACATION LEAVE**

4 **Section 1. General Conditions.**

5
6 C. **Accruals.** Teachers on an unlimited appointment, except intermittents working less than
7 sixty-seven (67) working days in any twelve (12) month period, shall accrue vacation pay
8 according to the following rates:

9

Length of Service	Rate Per Full Payroll Period
0 through 5 years	4 working hours
After 5 through 8 years	5 working hours
After 8 through 12 years	7 working hours
After 12 through 18 years	7 1/2 working hours
After 18 through 25 years	8 working hours
After 25 through 30 years	8 1/2 working hours
After 30 years	9 working hours

10

11 For purposes of determining changes in a teacher's accrual rate, Length of Service shall not
12 include periods of suspension, or unpaid non-medical leaves of absence, that are more than
13 one (1) full payroll period in duration. However, accrual rates shall not be adjusted for
14 teachers on military leave or if the leave is FMLA qualifying. Additionally, the Length of
15 Service requirement shall only include a teacher's service in a vacation eligible status. This
16 method shall not be used to change any Length of Service determined prior to the effective

1 ~~date of this Agreement.~~

2 ~~Length of service may also include time spent in other formal teaching positions as stated~~
3 ~~below:~~

4 ~~A teacher who is appointed to or occupies a position covered by this agreement within~~
5 ~~three (3) academic years of separation from formal teaching positions, or other related~~
6 ~~academic or professional work experiences while working under a teacher or school~~
7 ~~administrator contract may, at the discretion of the Appointing Authority, transfer length of~~
8 ~~service credit from those positions for purposes of vacation accrual. Any increase in the~~
9 ~~vacation accrual rate which is the result of the Appointing Authority decision, shall~~
10 ~~commence the pay period after the date of the Appointing Authority decision.~~

11 ~~Determinations made under this provision are not arbitrable under this agreement.~~

12 ~~A teacher who is reinstated or reappointed to state service within one (1) year of the date~~
13 ~~of resignation or retirement shall accrue vacation leave at the same rate with the same~~
14 ~~credit for length of service that existed at the time of such separation.~~

15 ~~In the case of teachers who work a scheduled academic year that is less than a full calendar~~
16 ~~year, such academic year shall be considered a calendar year for the purpose of this Article.~~

17 ~~Changes in accrual rates shall be made effective at the beginning of the next payroll period~~
18 ~~following completion of the specified Length of Service. Employees participating in the~~
19 ~~Connect 700 Program will be eligible for purposes of this Article if they were current,~~
20 ~~permanent, classified state employees eligible for vacation leave at the time of their~~
21 ~~Connect 700 appointment.~~

1 **Section 3. Vacation Usage.**

2

3 ~~E.—In the case of teachers who work a scheduled academic year that is less than a full calendar~~
4 ~~year, vacation accruals shall be used by the teacher during official school breaks. With the~~
5 ~~approval of the Appointing Authority, vacation days may be scheduled for the~~
6 ~~mentioned teachers during the normal academic year where teacher/pupil contact~~
7 ~~time is required. Unused vacation accrual shall normally be paid in cash at the end of the~~
8 ~~academic school year unless a carry-over is mutually agreed to by the Appointing Authority~~
9 ~~and the teacher.~~

10

11 ~~F.—If a teacher becomes ill or disabled while on vacation leave, such leave shall be changed to~~
12 ~~sick leave effective the date of the illness or disability, upon notice to the teacher's~~
13 ~~Appointing Authority and provided the vacation leave is applicable to scheduled hours of~~
14 ~~work.~~

15

16 ~~G.—Except for teachers who separate from State service prior to the completion of six (6)~~
17 ~~months of continuous service, a teacher who is separated from State service by layoff,~~
18 ~~resignation, death, or otherwise, shall be paid for the number of hours of unused vacation~~
19 ~~leave accumulated to the teacher's credit up to a maximum of two hundred sixty (260)~~
20 ~~hours.~~

21

22 ~~H.—A teacher who is transferred or accepts employment under the jurisdiction of a new~~
23 ~~Appointing Authority, or in the unclassified service of the state, or an unclassified teacher~~
24 ~~who transfers to the classified service, without interruption of service to the state shall be~~
25 ~~permitted to transfer accumulated unused vacation leave.~~

1
2 ~~I. Employees participating in the Connect 700 Program who were permanent, classified state~~
3 ~~employees eligible to use accrued vacation leave at the time of their Connect 700~~
4 ~~appointment, may use accrued vacation leave during their Connect 700 appointment.~~

5
6 **ARTICLE 20 – SICK LEAVE.**

7 **Section 1. Sick Leave Accrual.** ~~Teachers on an unlimited basis, except intermittents working less~~
8 ~~than sixty seven (67) working days in any twelve (12) month period, shall accrue sick leave at~~
9 ~~the rate of four (4) hours per pay period of continuous employment beginning with their date~~
10 ~~of hire.~~

11 ~~Teachers being paid for less than a full eighty (80) hour pay period shall have sick leave accruals~~
12 ~~pro-rated as specified in Appendix B.~~

13 ~~Teachers on a military leave under Article 18 shall earn and accrue sick leave as though actually~~
14 ~~employed, pursuant to Minn. Stat. 192.26.~~

15 ~~Employees participating in the Connect 700 Program will be eligible for purposes of this Article~~
16 ~~if they were current, permanent, classified state employees eligible for sick leave at the time of~~
17 ~~their Connect 700 appointment.~~

18 **ARTICLE 21 – HOLIDAYS.**

19 **Section 1. Eligibility.** ~~Teachers on an unlimited appointment shall receive the following paid~~
20 ~~holidays. To be eligible, a teacher must be in payroll status on the normal workday immediately~~
21 ~~preceding and the normal workday immediately following the holiday(s). However, unlimited~~
22 ~~intermittent teachers must work the normal workday immediately before and immediately~~
23 ~~after the holiday. Teachers who normally work less than full time shall have their holiday pay~~

1 ~~prorated in accord with the schedule set forth in Appendix B-1. Employees participating in the~~
2 ~~Connect 700 Program who were current, permanent, classified state employees eligible to~~
3 ~~receive a floating holiday at the time of their Connect 700 appointment, may use their floating~~
4 ~~holiday during their Connect 700 appointment, up to a maximum of one (1) floating holiday~~
5 ~~each fiscal year.~~

6
7 _____

APPENDIX U – LETTERS

Letter 1 – Definition of “Academic Year,” December 7, 1995

Letter 2 – Guiding Principles Concerning Climate at the Worksite, September 16, 1999

Letter 3 – MSAD Written Education/Budget, December 1, 2003

Letter 4 – MSAD Workload Concern, December 1, 2003

Letter 5 – Workload Concerns, Adult Correctional Facilities, November 21, 2002

Letter 6 – Equitable Workload and Teaching Assignments at Perpich Center for Arts Education,
September 23, 2015

Letter 7 – Joint Labor Management Committee regarding Teacher Licensing Changes, December
15, 2017

Letter 8 – Joint Labor Management Committee regarding Best Practices – Department of
Corrections, December 6, 2019

Letter 9 – Career Technical Instructor Pay Structure Study – Department of Corrections,
December 15, 2017

Letter 10 – Lead Teacher Concept Meet and Confer, December 6, 2019

Letter 11 – DOC Programming Changes, December 13, 2021



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St. Paul, MN 55155

651.259.3637

TTY 651.282.2699

www.doer.state.mn.us

December 7, 1995

Ms. Nancy Kjeldahl, Chief Negotiator

1995-97 SRSEA Contract Negotiations

Sauk Centre Correctional Facility

Hwy 302, P.O. Box C

Sauk Centre, MN 56378

Dear Nancy:

This letter is to confirm our understanding regarding the definition of "Academic Year" as it specifically pertains to crediting time spent in other formal teaching positions towards length of service for purposes of vacation accrual. The language in Article 18, Section 1 of this agreement presently reads:

An employee who is appointed to or occupies a position covered by this agreement within three (3) academic years of separation from....

In the above context, and only in the above context, "academic year" shall be defined as

1 September 1 through August 31.

2 The parties agree that the above definition shall not be extended to other places in the
3 collective bargaining agreement where the term “academic year” is used.

4 Sincerely,

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7 Jeffrey O. Wade, Chief Negotiator /s/

8 1995-1997 SRSEA Contract
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11 Letter 1
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14 **Equal Opportunity Employer**

15 *Minnesota Department of Employee Relations*



200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
651.259.3637
TTY 651.282.2699
www.doer.state.mn.us

September 16, 1999

RE: Guiding Principles Concerning Climate at the Worksite

During the negotiations of the 1999-2001 Labor Agreement, the parties agreed to the following principles concerning climate at the worksite:

- The development of the mission/vision of each site should include input from all relevant parties, including teachers;
- The responsibility to carry out this mission/vision should be shared by both management and teachers;
- The development of expectations for student outcomes should be a joint process between teachers and management;
- The responsibility to meet these student outcomes shall be shared by both management and teachers. These shared expectations should be reflected in routinely refined position descriptions for teachers;
- When there is a need to share duties across bargaining units, a cross-unit team should be established to identify issues and resolve potential conflicts;



200 Centennial Office Building

658 Cedar Street

St. Paul, MN 55155

651.259.3637

TTY 651.282.2699

www.doer.state.mn.us

December 1, 2003

Donna Reuvers

State Residential Schools Education Association

Minnesota State Academy for the Deaf

615 Olof Hanson Drive, P.O. Box 308

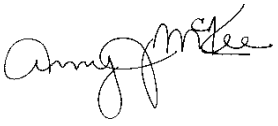
Faribault, MN 55021

Dear Ms. Reuvers:

During the bargaining process conducted for the 2003-2005 collective bargaining agreement between the parties, the parties agreed that at the request of the Association, each Appointing Authority will agree to meet with Association representatives at least once each year to discuss its written education/staff development budget. The purpose will be to make recommendations regarding the distribution of the available staff development funds.

Sincerely,

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Amy J. McKee
Chief Negotiator
2003-2005 SRSEA Contract

Letter 3

Equal Opportunity Employer

Minnesota Department of Employee Relations



200 Centennial Office Building

658 Cedar Street

St. Paul, MN 55155

9 651.259.3637

10 TTY 651.282.2699

11 www.doer.state.mn.us

December 1, 2003

Donna Reuvers

State Residential Schools Education Association

Minnesota State Academy for the Deaf

615 Olof Hanson Drive, P.O. Box 308

Faribault, MN 55021

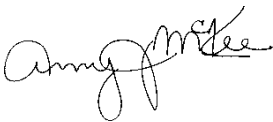
Dear Ms. Reuvers:

During the bargaining process conducted for the 2003-2005 collective bargaining agreement between the parties, the Association expressed various concerns regarding the increased workload at several locations. We recognize the importance of these concerns to your members. We also acknowledge and respect the value of teachers' work, both inside and outside the classroom.

In addition, we agree that upon the request of the Local Association, an Appointing Authority shall meet within thirty (30) days of the request to discuss concerns and options for potential solutions to address workload issues.

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Sincerely,



Amy J. McKee

Chief Negotiator

2003-2005 SRSEA Contract

Letter 4

Equal Opportunity Employer

Minnesota Department of Employee Relations

1 November 21, 2002


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3 RE: Workload Concerns - Adult Correctional Facilities

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5 As a result of a Statewide Labor/Management Committee with the Department of Corrections (DOC),
6 the parties have agreed to the following principles regarding the workload of teachers at the Adult
7 Correctional Facilities:

- 8
- 9 1. The DOC will make reasonable efforts to comply with the Department of Children, Families, and
10 Learning guidelines regarding appropriate class size based on ABE functional levels;
 - 11
 - 12 2. With advance notice to the local SRSEA president, the DOC agrees to have the State DOC Safety
13 Director, or their designee, visit and evaluate the education work site/facility to address safety
14 and security issues, specifically with respect to class size and physical space;
 - 15
 - 16 3. The DOC agrees to review and make recommendations regarding the delivery of Information
17 Technology services to the education department and the IT department at all facilities;
 - 18
 - 19 4. The DOC agrees to meet with SRSEA members at the local level to discuss the budgeting process
20 and the allocation of funds to the education program;
 - 21
 - 22 5. The DOC will explore the possibility of using the Minnesota Literacy Council to provide training to
23 inmate tutors at each of the facilities; and report findings to local SRSEA teachers;
 - 24
 - 25 6. In light of concerns raised regarding the administrative duties of SRSEA teachers, the facility
26 Education Directors will review the type and allocation of administrative duties amongst the
27 education staff. Consideration of revised/modified allocation of those duties will occur at the

1 facility level, in consultation with SRSEA members, and on a case by case basis. The facility
2 Education Directors will report back to the DOC Statewide Education Director with respect to this
3 issue; and

- 4
- 5 7. The parties encourage the establishment of regularly scheduled joint labor/management
6 committees to resolve any issues or concerns at the lowest possible level. When specific conflicts
7 occur, the parties encourage the teacher(s) to address the conflict at the lowest level, starting
8 with the facility Education Director.
- 9



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11 Amy J. McKee

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Jeanette June

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Chuck Kehrberg

12 Sr. LR Rep., DOER

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President, SRSEA

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Field Rep., Ed. MN

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22 Letter 5

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3 September 23, 2015
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5 Chad Schmidt

6 State Residential Schools Education Association

7 7600 – 525th Street

8 Rush City, MN 55069

9 Dear Chad:

10 As recently discussed at the 2015-2017 round of supplemental negotiations between the
11 Perpich Center for Arts Education and SRSEA, the parties agree to meet and confer to discuss
12 issues related to equitable workload and teaching assignments at Perpich Center for Arts
13 Education as well as Crosswinds Arts and Science School. The parties agree convene a working
14 group made up of teachers, counseling staff, and administration during the 2015-2016 year to
15 discuss and address the issues of equitable workload and teaching assignments. The group shall
16 meet throughout the remainder of the 2015 - 2016 school year with the goal of improving
17 communication and gaining clarification regarding workload and teaching assignments and to
18 recommend solutions to specific problems that are identified to be addressed during the 2016-
19 2017 school year.

20 Sincerely,

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Valerie Darling

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Labor Relations Consultant 4 Minnesota

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Management ~~and~~ Budget

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Letter 6

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400 Centennial Building • 658 Cedar Street • St. Paul, Minnesota 55155

13

Voice: (651) 201-8000 • Fax: (651) 296-8685 • TTY: MN Relay 711

14

An Equal Opportunity Employer

6 December 15, 2017

7 RE: Joint Labor Management Committee (JLMC) regarding Teacher Licensing Changes

8 Chad Schmidt

9 State Residential Schools Education Association (SRSEA)

10 7600 – 525th Street

11 Rush City, MN 55069

12 Dear Mr. Schmidt:

13 As recently discussed during the 2017-2019 round of negotiations between the State of Minnesota and
14 the SRSEA, the parties agreed to form a Joint Labor Management Committee to study the impact of the
15 professional/tiered licensing requirements for Minnesota teachers currently under consideration by the
16 State of Minnesota Professional Educator Licensing and Standards Board (PELSB) and, if necessary, to
17 suggest modifications to the Labor Agreement.

18 This Joint Labor Management Committee will meet as necessary during the 2018-19 fiscal year, with
19 possible extension by mutual agreement.

20 Sincerely,

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22 Paula Graff

1 Labor Relations Consultant 4
2 Minnesota Management and Budget

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10 Letter 7

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6 December 6, 2019

7
8 Chad Schmidt

9 State Residential Schools Education Association (SRSEA)

10 7600 – 525th Street

11 Rush City, MN 55069

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13 RE: Joint Labor Management Committee regarding Best Practices – Department of Corrections

14 Dear Mr. Schmidt:

15 As recently discussed during the 2019-2021 round of supplemental negotiations between the
16 Department of Corrections and the SRSEA, the parties agreed to two separate Joint Labor Management
17 Committees, one for adult basic education teachers and a second for career technical education
18 teachers. Each of these committees will meet once or twice per year. Other bargaining units may
19 participate in joint labor management meetings if both sides agree to the relevance of their
20 participation.

21 During negotiations it was discussed and understood that the purpose of such a Joint Labor
22 Management Committee would be to serve as a forum to establish best practices by bringing forward
23 new and innovative ideas and meaningful solutions in a constructive and respectful manner. It was

1 agreed by both parties that the committee meetings would not include discussions or disagreements
2 on bargaining agreement issues. It was further understood that the committee shall meet only during
3 the period of the 2019-2021 Labor Agreement.

4 Sincerely,

A handwritten signature in blue ink, appearing to be 'Beth Belle Isle', with a long horizontal flourish extending to the right.

5 Beth Belle Isle

6 Labor Relations Consultant 4

7 Minnesota Management ~~and~~ Budget

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Letter 8

6 December 15, 2017

7 RE: Career Technical Instructor Pay Structure Study – Department of Corrections

8 Chad Schmidt

9 State Residential Schools Education Association (SRSEA)

10 Department of Corrections

11 7600-525th Street

12 Rush City, MN 55069
13

14 Dear Mr. Schmidt:
15

16 As recently discussed during the 2017-2019 round of supplemental negotiations between the
17 Department of Corrections and the SRSEA, the parties agreed to meet and confer to study the pay
18 structure of Career Technical Instructors and to develop a recommendation that will be considered
19 during the next round of bargaining in 2019-2021.
20

21 Sincerely,
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1 Paula Graff
2 Labor Relations Consultant 4
3 Minnesota Management and Budget

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Letter 9

1 **m** MANAGEMENT
2 AND BUDGET
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5

6 December 6, 2019
7

8 Chad Schmidt

9 State Residential Schools Education Association (SRSEA)

10 7600 – 525th Street

11 Rush City, MN 55069

12 RE: Lead Teacher Concept Meet and Confer

13 Dear Mr. Schmidt:
14

15 During supplemental negotiations for the Department of Corrections for the 2019-2021 Agreement,
16 the parties agreed to meet and confer regarding the potential concept of a lead teacher.
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18 Sincerely,
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21 Beth Belle Isle

22 Labor Relations Consultant 4

1 Minnesota Management ~~and~~ Budget

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Letter 10

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December 13, 2021

Chad Schmidt

State Residential Schools Education Association (SRSEA) 7600 525th Street

Rush City, Minnesota 55069

RE: DOC Schedules

Dear Chad,

As discussed in our 2021-2023 contract negotiations, the parties agree to the following:

Both parties recognize SRSEA’s concerns regarding schedules related to DOC programming. The parties agree to meet and confer regarding DOC’s programming changes prior to implementing any programming schedule changes past 6pm.

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2 Regards,

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7 Francis Rojas

8 Labor Relations Consultant 4

9 Minnesota Management and Budget

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Letter 11

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