



**SHAKOPEE  
EDUCATION  
ASSOCIATION**

---

S H A K O P E E , M I N N E S O T A

# **NEW TEACHER INFO PACKET**

**2016 – 2017**



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# MEMBER INFORMATION

## SEA | Executive Board Membership

### OFFICERS

|  |                         |       |
|--|-------------------------|-------|
| President (full-time)   Current Office: HS S317..... | Dale J. Anderson.....   | x5077 |
| Treasurer/Membership Chair.....                      | Jamie Paulson (HS)..... | x4114 |
| Secretary.....                                       | Matt Braa (EJH).....    | x4608 |

### NEGOTIATION COUNCIL

|                                 |                            |       |
|---------------------------------|----------------------------|-------|
| Elementary Representatives..... | Patti Kudrle† (EC).....    | x6454 |
|                                 | Corinne Doherty† (SP)..... | x6580 |
|                                 | Doug Bisel (SW).....       | x6931 |
| Secondary Representatives.....  | Jon Jasken† (P6GC).....    | x6820 |
|                                 | Carmen Barbone† (HS).....  | x4104 |
|                                 | TJ Hendrickson† (WJH)..... | x4326 |
| Ad Hoc Representative.....      | Dale J. Anderson*†.....    | x5077 |

### BUILDING REPRESENTATIVES

|  |                |                        |       |
|--|----------------|------------------------|-------|
| Central Family Center (ECE/ESE)<br>505 Holmes Street South.....      | (952) 496-5029 | Karen Erdahl.....      | x5033 |
|  |                | Katy Palacio.....      | x5032 |
| Eagle Creek Elementary<br>6855 Woodward Avenue.....                  | (952) 496-5922 | Kim Driver.....        | x6472 |
|  |                | Patti Kudrle†.....     | x6454 |
| Jackson Elementary<br>1601 Lusitano Street.....                      | (952) 496-5802 | Jennifer Batalden..... | x7086 |
|  |                | Amy Rutter.....        | x7083 |
| Red Oak Elementary<br>7700 Old Carriage Court.....                   | (952) 496-5952 | Kristen Wilking.....   | x7147 |
|  |                | Kristi Holmstrom.....  | x7183 |
| Sun Path Elementary<br>2250 17 <sup>th</sup> Avenue East.....        | (952) 496-5892 | Steve Hack.....        | x6543 |
|  |                | Corrine Doherty.....   | x6580 |
| Sweeney Elementary<br>1001 Adams Street South.....                   | (952) 496-5832 | Isaac Smith.....       | x6932 |
|  |                | Jenni O'Meara†.....    | x6933 |
| Pearson 6 <sup>th</sup> Grade Center<br>917 Dakota Street South..... | (952) 496-5862 | Jessica Niznick.....   | x6829 |
|  |                | Jason Lundgren.....    | x6826 |
| East Junior High<br>1137 Marschall Road.....                         | (952) 496-5702 | Matt Braa.....         | x4608 |
|  |                | Karsta Hurd.....       | x5774 |
| West Junior High<br>200 – 10 <sup>th</sup> Avenue East.....          | (952) 496-5752 | TJ Hendrickson†.....   | x4326 |
|  |                | Bruce Finke†.....      | x4360 |
| High School<br>100 – 17 <sup>th</sup> Avenue West.....               | (952) 496-5152 | Renelle Ulrich†.....   | x4107 |
|  |                | <open>.....            | x     |
|  |                | Katy Tabke.....        | x5152 |
| Tokata Alternative Learning Center<br>1110 Town Square Mall.....     | (952) 496-5982 | Annie Rients.....      | x5060 |

\*Chair

† Trained Member Rights Advocate

# MEMBER INFORMATION

## Educational Leaders Addresses

### EDUCATION MINNESOTA

#### EDUCATION MN FIELD REPRESENTATIVE

**Luke Fernholz**  
7242 Metro Blvd, Suite 200  
Edina, MN 55439  
952-831-7799  
Fax 952-831-7203

#### EDUCATION MN PRESIDENT

**Denise Sprech**  
Education Minnesota  
41 Sherburne Ave  
St. Paul, MN 55103  
651-227-9541

### ELECTED REPRESENTATIVES

#### STATE SENATOR (DISTRICT 55)

**Eric R. Pratt**  
100 Rev. Dr. Martin Luther King Jr. Blvd.  
State Office Building, Room 23  
St. Paul, MN 55155-1206  
651-296-4123  
[sen.eric.pratt@senate.mn](mailto:sen.eric.pratt@senate.mn)

#### STATE REPRESENTATIVE (DISTRICT 55A)

**Bob Loonan**  
523 State Office Building  
100 Rev. Dr. Martin Luther King Jr. Blvd.  
Saint Paul, Minnesota 55155  
651-296-8872  
[rep.bob.loonan@house.mn](mailto:rep.bob.loonan@house.mn)

### SHAKOPEE EDUCATION ASSOCIATION



**SHAKOPEE  
EDUCATION  
ASSOCIATION**

#### SEA PRESIDENT

##### Dale J. Anderson

Address | Shakopee Education Association  
c/o Shakopee High School  
100 – 17<sup>th</sup> Ave W  
Shakopee, MN 55379

Phone | Work | 952-496-5077  
Cell | 952-261-8040

Email | [danderson@shakopee.k12.mn.us](mailto:danderson@shakopee.k12.mn.us)

Office | High School S317

#### SEA NEGOTIATIONS COUNCIL

##### *Elementary Representatives* | Cell

Patti Kudrle (EC) | 612-747-8368  
Corrine Doherty (SP) | 952-454-1321  
Doug Bisel (SW) |

##### *Secondary Representatives* | Cell

Jon Jasken (P6GC) | 651-283-3881  
Carmen Barbone (HS) | 952-994-3420  
TJ Hendrickson (WJH) | 952-949-7239

##### *Ad Hoc Representative* | Cell

Dale J. Anderson (Chair) | 952-261-8040

## MEMBER INFORMATION



**SHAKOPEE  
EDUCATION  
ASSOCIATION**

## OUR MISSION

The **SHAKOPEE EDUCATION ASSOCIATION** exists to support its members by...

- Establishing and maintaining professional standards and accountability
- Pursuing competitive compensation and benefits
- Advocating for working conditions that reflect best practice
- Defending due process and professional rights
- Offering/Coordinating effective professional development and training
- Fostering administrative support and collaboration
- Championing teachers' efforts to meet the needs of our students through...
  - high quality student engagement and learning
  - best-practice instructional methodology in their classrooms
  - personal and professional growth
- Working as partners with the diverse members of our community
- Engaging with regional, state, and national labor organizations

**Reviewed by the SEA Executive Board | Wednesday, March 20, 2016**

## MEMBER INFORMATION



**SHAKOPEE  
EDUCATION  
ASSOCIATION**

## **ORGANIZATIONAL VALUES**

### **PROFESSIONALISM**

Fulfilling our responsibilities through thoughtful planning, effective practice, self-reflection, and hard work

This is the foundation for each of the other values.

### **ADVOCACY**

Protecting our established rights and promoting our appropriate interests

### **PROBLEM-SOLVING**

Being proactive, keeping the big picture in mind

### **UNITY**

Promoting the welfare of the group while respecting sub-group and individual concerns, as well as working constructively with the Administration

### **EQUALITY**

Striving for fairness while allowing for flexibility across job assignments, buildings, and levels

**Adopted by the SEA Executive Board | Wednesday, October 13, 2010**  
*Reaffirmed annually thereafter*

# MEMBER BENEFITS

## Benefits of Shakopee Education Association Membership

- **PRIMARY** | A 40+ year history of contract development, including salary increases, benefit improvements, worker protections, and relationship building resulting a great working environment
- A collaborative culture of leadership that emphasizes the common goals of the SEA and the District
  - To provide the best possible education for all Shakopee students
  - To provide competitive and responsible salaries and benefits for teachers
  - To provide competitive working conditions for teachers
  - To provide high-quality professional development for teachers
  - To make decisions that are long-term and financially responsible
  - To maintain smaller, more manageable class sizes
  - To reward teachers for their loyal service and longevity in the District
  - To maintain a stable workforce
  - To proactively and collectively resolve concerns and issues
- Leadership and membership committed to
  - Student Success
  - Professional practice, growth, and development
  - Problem-solving
  - Holding ourselves accountable to high standards of performance
- Representative advocacy throughout the collective bargaining process
- Policing the contract
  - protecting teacher rights and interests
  - addressing members concerns
  - processing grievances (though rarely necessary here)
- Intermediary between administration and teachers

## Benefits of Education Minnesota Membership

- Lobbying at the state for funding, collective bargaining, tenure, etc.
- Contract/grievance arbitration
- Field Representative assistance/Legal support for teacher rights
- *Minnesota Educator*
- Auto/Homeowners insurance
- Financial services
- Pre-retirement planning
- Auto buying & leasing
- Travel
- Home mortgage
- Long term care
- Merchandise program
- Credit cards/Credit line



## **Benefits of National Education Association / American Federation of Teachers Membership**

- Lobbying for education at the national level
- Liability insurance coverage
- Employment related legal services
- *NEA Today & Today's Education*
- DUES-TAB no cost insurance
- Attorney referral program
- Life insurance
- Money market program
- Credit card program
- Magazine program
- Credit plan

# MEMBER BENEFITS

## Benefits of Shakopee Education Association Membership (con't)

**CONTACT BENEFITS HIGHLIGHTS** (Access an online copy here: [http://sea.mn.aft.org/files/2015-17\\_isd720sea-cba.pdf](http://sea.mn.aft.org/files/2015-17_isd720sea-cba.pdf))

| <u>Benefit</u>  | <u>Contract Page Number</u> |
|---|-----------------------------|
| <b>Article V   Hours of Service</b> .....   | <b>4-5</b>                  |
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| <b>Article VII   Basic Schedules and Rates of Pay</b> .....   | <b>5-7</b>                  |
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# MEMBER RESPONSIBILITIES

## Professionalism

*Professionalism, the status of being considered a true professional, is not a technical or legal distinction. Rather it is a social contract between a group and society that is based on trust. The social contract carries with it certain responsibilities and corresponding privileges:*

### RESPONSIBILITIES

- To establish and continually advance a valid body of knowledge that is applied for the public good.
- To share knowledge freely among the members of the profession and make it available for public scrutiny (not monopolize it for purposes of gainful leverage).
- To maintain professional capability within acceptable limits of the current state-of-the-art through lifelong participating in continuing education.
- To establish, maintain, and apply standards of educational practice that are aimed at assuring excellence.
- To establish and adhere to a code of behavior (ethics) that may be more demanding than prevailing civil law.
- To adhere to service as a fundamental ethic that puts the interests of those being served ahead of self-interest and to act as an advocate of those being served.
- To contribute to society beyond the practice of the profession by being active in the community.
- To engage in debate, self-examination, and the correction of deficiencies on a voluntary and continuing basis.
- To do all of the above in a spirit of caring and respect for the dignity of those being served.

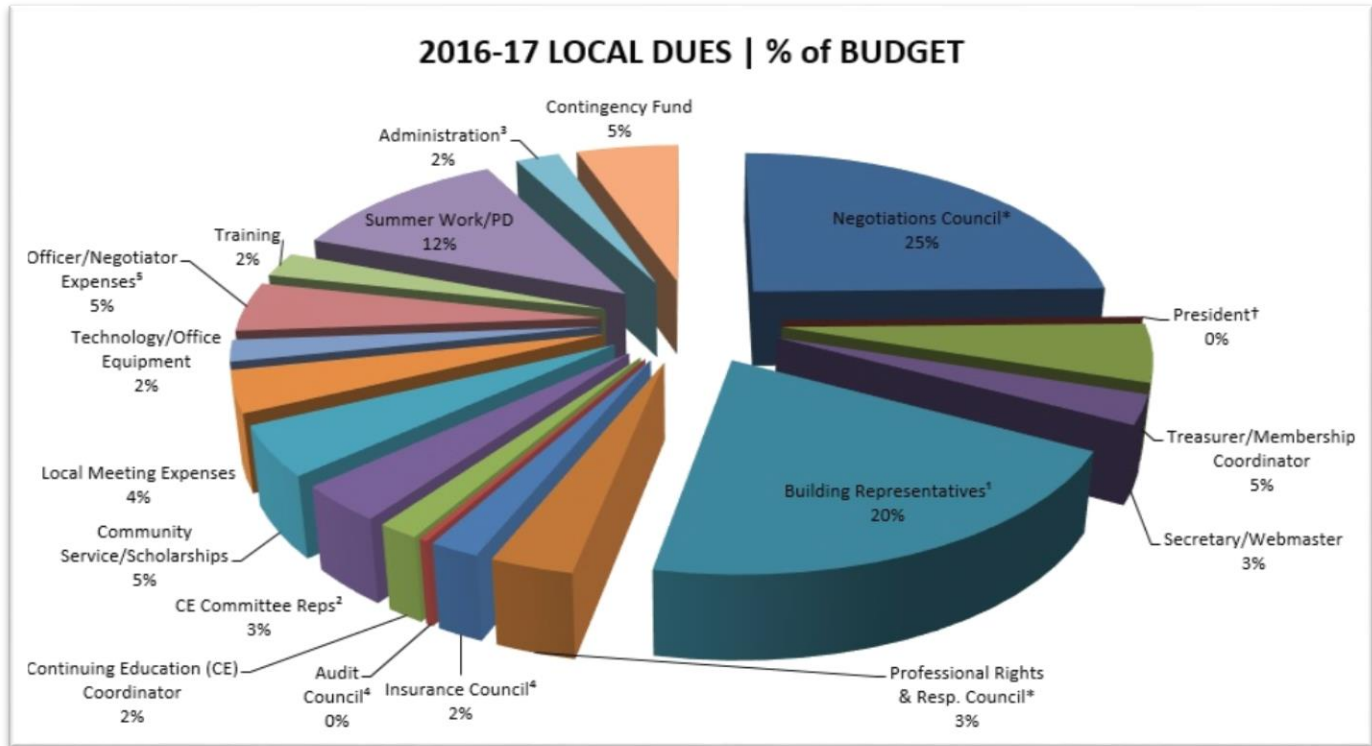
### PRIVILEGES

- Recognition and respect as a learned individual (or group) who acts for the public good and contributes to society.
- Freedom to determine the standards of conduct and practice from within the profession rather than being subject to externally generated standards and enforcement.
- Freedom to exercise professional judgment in the application of the body of knowledge without external judgment except by one's peers.
- Freedom to earn a living from the practice of one's profession and to establish the basis for the economic relationship with those being served without external interference.

THE **SEA** NEGOTIATIONS COUNCIL RELIES ON THE PROFESSIONALISM OF ITS MEMBERS IN SEEKING TO NEGOTIATE CONTRACTS WITH THE DISTRICT. MEMBERS WHO ACT UNPROFESSIONALLY IMPAIR THE NEGOTIATIONS PROCESS, JEOPARDIZING CONTRACTUAL IMPROVEMENTS FOR OTHER MEMBERS.

# MEMBER RESPONSIBILITIES

## 2016-2017 Dues Information



**\$100.00 LOCAL (SEA) DUES**

|        |                                       |
|--------|---------------------------------------|
| 24.67% | Negotiations Council*                 |
| 0.00%  | President†                            |
| 5.40%  | Treasurer/Membership Coordinator      |
| 2.70%  | Secretary/Webmaster                   |
| 20.35% | Building Representatives¹             |
| 3.08%  | Professional Rights & Resp. Council*  |
| 1.85%  | Insurance Council                     |
| 0.31%  | Audit Council                         |
| 1.54%  | Continuing Education (CE) Coordinator |
| 3.39%  | CE Committee Reps²                    |
| 4.63%  | Community Service/Scholarships        |
| 3.86%  | Local Meeting Expenses                |
| 2.00%  | Technology/Office Equipment           |
| 4.63%  | Officer/Negotiator Expenses⁵          |
| 2.31%  | Training                              |
| 11.57% | Summer Work/PD⁴                       |
| 2.31%  | Administration³                       |
| 5.40%  | Contingency Fund                      |

**Notes**

\*Negotiations Council Stipends: These figures divided equally between the members of the team (currently 3 secondary representatives, 3 elementary representatives, and 1 ad hoc representative).

†The Local Release -Time President's compensation is paid through a line item on the Collective Bargaining Agreement

\*\*Professional Rights & Responsibilities Stipends: This figure is distributed to the members of the team based on the hours they put in in support of teachers needing representation. All teachers on this team have completed Education Minnesota's Member's Rights Training or its equivalent.

¹The amount for Building Representatives is by building (\$1200) and can be divided as the 2 reps see fit. If divided equally by the reps serving (2 per building, except the HS with 3 and the TLC with 1). For 2015-2016 the amount per rep equals \$600

²The amount for CE Committee Representatives is divided by the 11 reps serving (1 per building). For 2015-2016 the amount per rep equals \$200 (and an additional \$100 per rep will be paid by the District).

³Administration includes contribution towards the SEA's portion of the annual fee for the use of Keep Certified (annually \$1500), as well as the costs of printing, stamps, checks, and other necessary purchases for conducting day-to-day business.

⁴New Expense Category beginning in 2016-17.

# MEMBER RESPONSIBILITIES

## 2016-2017 Total Dues Structure

for the period September 1, 2015 through August 31, 2016

### ***SEA Membership Dues (including affiliations with Education Minnesota & AFT/NEA/AFL-CIO)***

| CATEGORY   | NEA/AFT  | Ed MN    | LOCAL    | TOTAL    | Per Paycheck*  |
|--|----------|----------|----------|----------|----------------|
| <b>.76-1.0 FTE</b>                                     | \$244.56 | \$460.00 | \$100.00 | \$804.56 | <b>\$44.70</b> |
| <b>.51-.75 FTE</b>                                     | \$244.56 | \$355.75 | \$100.00 | \$700.31 | <b>\$38.91</b> |
| <b>.26-.50 FTE</b>                                     | \$130.38 | \$251.50 | \$100.00 | \$481.88 | <b>\$26.77</b> |
| <b>up to .25 FTE &amp; earning more than \$5794.00</b> | \$73.29  | \$147.25 | \$100.00 | \$320.54 | <b>\$17.81</b> |
| <b>up to .25 FTE &amp; earning less than \$5794.00</b> | \$73.29  | \$58.00  | \$100.00 | \$231.29 | <b>\$12.85</b> |

\*These dues amounts are automatically deducted over 18 paychecks – 2 paycheck per month for 9 months (September – May)

Every year a few teachers, genuinely concerned about policy positions of the unions with which we are affiliated, ask about pros and cons of joining the union. Included below is a comparison of Member and Fair Share benefits (the most significant benefits forfeited if one chooses NOT to join are **highlighted and italicized**):

### ***Benefits of Membership in Education Minnesota and affiliations with AFT/NEA/AFL-CIO***

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>❖ <b>General benefits</b> <ul style="list-style-type: none"> <li>➤ <b><i>Negotiated contract (wages, leaves, working conditions, etc.)</i></b></li> <li>➤ Grievance representation on a variety of issues</li> <li>➤ <b><i>Right to vote on ALL local union issues</i></b></li> <li>➤ Local, state and national publications</li> <li>➤ Access to Savings card (discounts on products and services nationwide)</li> </ul> </li> <li>❖ <b>Job protection</b> <ul style="list-style-type: none"> <li>➤ <b><i>\$1,000,000 employment liability insurance</i></b></li> <li>➤ <b><i>Benefits from the Education Minnesota Crisis Fund during tough negotiations/strikes</i></b></li> </ul> </li> <li>❖ <b>Legal</b> <ul style="list-style-type: none"> <li>➤ <b><i>Assistance of Education Minnesota staff attorneys for work-related situations covered by Education Minnesota policies</i></b></li> <li>➤ <b><i>Criminal attorney if accused of inappropriate conduct at work</i></b></li> </ul> </li> <li>❖ <b>Professional development</b> <ul style="list-style-type: none"> <li>➤ Training and information on a variety of topics</li> <li>➤ Regional meetings for teachers and educational support professionals</li> <li>➤ Grants from Education Minnesota's Foundation</li> <li>➤ Workshops for career development and licensure credit</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>❖ <b>Federal and state action</b> <ul style="list-style-type: none"> <li>➤ Lobbying on your behalf for:</li> <li>➤ Funding for education</li> <li>➤ Affordable health insurance</li> <li>➤ Pension benefits/pension fund stability</li> <li>➤ Job protection</li> <li>➤ Better working conditions</li> <li>➤ Continued high-quality education for students and high standards for educators</li> </ul> </li> <li>❖ <b>Voluntary sponsored member benefits</b> <ul style="list-style-type: none"> <li>➤ Financial and retirement planning</li> <li>➤ Mortgage services</li> <li>➤ Long-term care insurance (for you, spouse and parents)</li> <li>➤ Identity theft protection</li> <li>➤ Auto and home insurance</li> <li>➤ Auto buying and leasing</li> <li>➤ Credit cards (with reward points program at no cost)</li> <li>➤ Travel packages and discount travel</li> <li>➤ Bose music products</li> <li>➤ Credit unions</li> <li>➤ Attorney referral for non-work-related situations</li> <li>➤ Apartment rental/leasing program</li> <li>➤ Other product discounts through AFT and NEA</li> </ul> </li> </ul> |
|---|---|

**Non-Member/Fair Share Dues**

| CATEGORY   | NEA/AFT  | Ed MN    | LOCAL   | TOTAL    | *Per Paycheck | Annual Savings from Membership | %age FS Cost v. Full Mbsp Cost |
|--|----------|----------|---------|----------|---------------|--------------------------------|--------------------------------|
|  | 55.99%   | 75.42%   | 85%     |          |               |                                |                                |
| <i>.76-1.0 FTE</i>                                     | \$136.92 | \$346.94 | \$85.00 | \$568.86 | \$31.60       | \$235.70                       | 70.70%                         |
| <i>.51-.75 FTE</i>                                     | \$136.92 | \$260.20 | \$85.00 | \$482.12 | \$26.78       | \$218.19                       | 68.84%                         |
| <i>.26-.50 FTE</i>                                     | \$72.99  | \$173.47 | \$85.00 | \$331.46 | \$18.41       | \$150.42                       | 68.78%                         |
| <i>up to .25 FTE &amp; earning more than \$5794.00</i> | \$41.03  | \$86.73  | \$85.00 | \$212.76 | \$11.82       | \$107.78                       | 66.38%                         |
| <i>up to .25 FTE &amp; earning less than \$5794.00</i> | \$41.03  | \$12.48  | \$85.00 | \$138.51 | \$7.70        | \$92.78                        | 59.89%                         |

\*These dues amounts are automatically deducted over 18 paychecks – 2 paycheck per month for 9 months (September – May)

**Non-Member/Fair Share Benefits****❖ General benefits**

- Negotiated contract (wages, leaves, working conditions, etc.)
- Right to vote on local union contract
- Grievance representation on a variety of issues

If a Shakopee teacher choose not to join the SEA, s/he will be considered a Fair Share contributor and will be assessed the Fair Share Fees that are a prorated portion of the dues payable to NEA/AFT, Education Minnesota, and the Local. However, s/he, as a Fair Share contributor, will not receive the other member benefits identified on the previous page.

**Conclusions**

Ultimately, each teacher must make the decision regarding whether the savings are worth the loss of benefits. For some the political advocacy of non-education-related issues of the affiliated unions is enough to drive that choice. For others, seeing the benefits of membership encourages them to join.

# MEMBER RESPONSIBILITIES

## License Renewal

### Probationary License

A Minnesota teacher's first license is valid for 5 years. After that, the teacher must apply for relicensure and send the processing fee (currently approximately \$65 for online – MC or Visa only) to:

#### **Minnesota Department of Education**

Personnel Licensing Division  
1500 Highway 36 West  
Roseville, Minnesota 55113-4266  
phone: 651-582-8691

E-mail: [mde.educator-licensing@state.mn.us](mailto:mde.educator-licensing@state.mn.us)

Website: <http://education.state.mn.us/MDE/EdExc/Licen/index.html>

Online Licensing System: <http://education.state.mn.us/MDE/EdExc/Licen/Renew/index.htm>

Note: Due to a large volume of requests for information, please allow a minimum of three business days for a response. *Hours: M - F 8:00 AM - 4:20 PM*

### Tenured License

Later licenses are good for a 5 year period, but must have proof of 125 hours of Continuing Education credits. Application for relicensure is the same as above.

### Certification of Continuing Education credits

Continuing Education credits are certified by a local committee of teachers (Continuing Education Committee). Some paperwork must be completed and turned in for approval to your building CEC representative, although most of these credit which are earned through District staff development activities are credited electronically through KeepCertified. The various building representatives for this committee are...

#### **CHAIR:**

| BUILDING    | CHAIR                   | EMAIL  |
|-------------|-------------------------|--|
| High School | Tania Drexler-Gutierrez | <a href="mailto:tdrexler@shakopee.k12.mn.us">tdrexler@shakopee.k12.mn.us</a> |

#### **BUILDING REPRESENTATIVES**

| BUILDING                             | REPRESENTATIVE          | EMAIL  |
|--------------------------------------|-------------------------|--|
| Central Family Center                | Karen Erdahl            | <a href="mailto:kerdahl@shakopee.k12.mn.us">kerdahl@shakopee.k12.mn.us</a>   |
| Eagle Creek                          | Kathy Johnson           | <a href="mailto:kjohnson@shakopee.k12.mn.us">kjohnson@shakopee.k12.mn.us</a> |
| Jackson                              | Barb Studtman           | <a href="mailto:bstudtma@shakopee.k12.mn.us">bstudtma@shakopee.k12.mn.us</a> |
| Red Oak                              | Sarah Hughes            | <a href="mailto:shughes@shakopee.k12.mn.us">shughes@shakopee.k12.mn.us</a>   |
| Sun Path                             | Kristin Kovic           | <a href="mailto:kkovic@shakopee.k12.mn.us">kkovic@shakopee.k12.mn.us</a>     |
| Sweeney                              | Joy Ayu                 | <a href="mailto:jayu@shakopee.k12.mn.us">jayu@shakopee.k12.mn.us</a>         |
| Pearson 6 <sup>th</sup> Grade Center | Myrlene Schenck         | <a href="mailto:mschenck@shakopee.k12.mn.us">mschenck@shakopee.k12.mn.us</a> |
| East Junior High                     | Liesl Bell-Fleming      | <a href="mailto:lfleming@shakopee.k12.mn.us">lfleming@shakopee.k12.mn.us</a> |
| West Junior High                     | Emily Laughlin          | <a href="mailto:elaughli@shakopee.k12.mn.us">elaughli@shakopee.k12.mn.us</a> |
| High School                          | Dusty Schroepfer        | <a href="mailto:dschroep@shakopee.k12.mn.us">dschroep@shakopee.k12.mn.us</a> |
| Tokata ALC                           | Tania Drexler-Gutierrez | <a href="mailto:tdrexler@shakopee.k12.mn.us">tdrexler@shakopee.k12.mn.us</a> |
| Community Members & Substitutes      | Karen Erdahl            | <a href="mailto:kerdahl@shakopee.k12.mn.us">kerdahl@shakopee.k12.mn.us</a>   |

**THE DISTRICT IS NOT OBLIGATED TO REMIND YOU TO RENEW YOUR LICENSE!**

# MEMBER OPPORTUNITIES

## Serving with the Shakopee Education Association

Members are strongly encouraged to participate in the growth, development, and maintenance of their union by serving on the SEA Executive Board. There are four categories of involvement: officers, negotiators, building representatives, and committee members.

**OFFICERS** — All officers are elected bi-annually in March of even years (2012, 2014, 2016, etc.)

**President.** Serves as the public face and administrator of the SEA on a full-time basis (TOSA position per contract). Responsibilities include working on behalf of the Executive Board; facilitating union meetings; serving at the liaison between members and the administration; representing the local interests and communicating information between members and the community as well as state and national leaders; verifying financial documentation; and representing and advocating for members' rights.

**Treasurer/Membership Chair.** Serves as the financial controller of the SEA; oversees our local's financial accountability and records; monitors the local's audit committee; maintains accurate membership rolls.

**Secretary/WebMaster.** Serves as the information officer of the SEA. Records minutes of all SEA business meetings and communicates those with the membership. Oversees the development, updating, and maintenance of the SEA's website: <http://sea.mn.aft.org/>

**NEGOTIATIONS COUNCIL** — Appointed bi-annually in November of even years (in order to prepare for the negotiations process which occurs in odd years). Responsibilities include negotiating the contract with School Board and District administrators, policing the contract, conducting Meet & Confer sessions as needed, communicating teacher concerns to the district, and protecting teachers' professional rights.

**PROFESSIONAL RIGHTS & RESPONSIBILITIES COUNCIL** — Any Executive Board member who has completed Education Minnesota's Member Rights Training sequence or its equivalent is eligible to serve members in this capacity. Responsibilities include supporting members through disciplinary situations and protecting teachers' rights under the contract.

**BUILDING REPRESENTATIVES** — Elected bi-annually in odd years (2017, 2019, etc.), each building elects/volunteers 1 - 3 individuals to represent their interests at monthly Exec Board meetings (based on members in the building). Responsibilities include reporting member concerns, collecting and distributing information between the Exec Board and building members, and conducting SEA/EdMN elections in their buildings.

**COMMITTEES** — Periodically, the SEA will establish either a standing (permanent) or a select (single purpose) committee in an effort to help either the union function more efficiently and effectively or to help on behalf of members. The following is a list of currently operating SEA committees:

- **Audit Committee** | This committee works with the SEA's auditor to conduct an annual review of the SEA's finances.
- **Communications Committee** | Members of this committee work with the SEA President to develop a consistent and clear message for members and to help members clearly understand the benefits of membership.
- **Insurance Committee** | Members of this committee represent the local at the District's Insurance Committee meetings and reports back to the SEA Executive Board as well as the membership.
- **Investment Committee** | Members of this committee represent the local at the District's Investment Committee meetings and report back to the SEA Executive Board as well as the membership.
- **Release-Time Position Oversight Committee** | This committee meets quarterly with the SEA President to review his/her actions and time use and to provide oversight and direction.
- **Scholarship Committee** | The members of this committee work together to administrate the SEA's advertising, review, and selection of two scholarship winners: the SEA Scholarship and the Dollars for Scholars' SEA Scholarship.
- **Teacher Development & Evaluation Committee** | State law requires that teachers have input in the teacher development and evaluation process. The members of this committee serve on the District's committee for this purpose.



# MEMBER OPPORTUNITIES

## Serving on District-Wide Committees

Members have a number of opportunities to serve on District-level committees for the purpose of providing input and expertise.

| COMMITTEE                         | CONTACT PERSON(S)   LOCATION  |
|-----------------------------------|---|
| Technology Integration            | <i>Bryan Drozd, Director of Instructional Technology   District Office</i>  |
| Curriculum Articulation Teams     | <i>Ed Cox, Secondary Teaching &amp; Learning Supervisor   District Office</i><br><i>Nika Summer, Elementary Teaching &amp; Learning Supervisor   District Office</i><br><i>Ryan Krominga, Teaching &amp; Learning Coordinator   District Office</i> |
| Professional Development          | <i>Nancy Thul, Executive Director of Teaching &amp; Learning   District Office</i><br><i>Annie Riens, Professional Development Coordinator   District Office</i>  |
| Special Services Leadership       | <i>Julie Menden, Director of Special Education Services   District Office</i>   |
| Continuing Education              | <i>Scott Hare, Director of Human Resources   District Office</i><br><i>Tania Drexler-Gutierrez, CE Coordinator   High School</i>  |
| Induction (Mentor/Mentee) Program | <i>Ryan Krominga, Teaching &amp; Learning Coordinator   District Office</i><br><i>Annie Riens, Professional Development Coordinator   District Office</i>   |
| Community Education               | <i>Bob Greeley, Director of Community Services   District Office</i>  |
| Safety                            | <i>Kain Smith, Building &amp; Grounds Manager   District Office</i>   |
| Equity                            | <i>Ray Betton, Excellence with Equity Supervisor   High School</i>  |
| Insurance                         | <i>Scott Hare, Director of Human Resources   District Office</i>  |
| Investment                        | <i>Scott Hare, Director of Human Resources   District Office</i><br><i>Mike Burlager, Director of Business Services   District Office</i>   |
| Wellness                          | <i>Jennifer Fernholz, Building &amp; Grounds Administrative Assistant   District Office</i>   |
| Food Service                      | <i>Deb Ross, District Food Service Director   District Office</i>   |

# MEMBER OPPORTUNITIES

## Serving on Building-Level Committees

### HIGH SCHOOL

PLC Leadership Team  
Data Retreat Team  
Department Chairs  
Renaissance Committee  
Behavior Committee  
HS Transition Team  
Sunshine Committee  
LINK Committee

### TOKATA ALTERNATIVE LEARNING CENTER

Building Leadership Team  
Data Retreat Team  
Other Committees as needed

### WEST JUNIOR HIGH

Building Leadership Team  
Data Retreat Team  
Other Committees as needed

### EAST JUNIOR HIGH

Building Leadership Team  
Data Retreat Team  
Site Plan/Staff Development Team  
Response to Intervention Team  
School Climate/Sunshine Committee  
Literacy Committee  
MCA Prep Team

### PEARSON 6<sup>th</sup> GRADE CENTER

Building Leadership Team  
Data Retreat Team  
Staff Development Committee  
School Climate Committee  
Sunshine Committee  
Literacy Committee  
Building Technology Committee

### EAGLE CREEK ELEMENTARY

Building Leadership Team  
PLC Leadership/ Staff Development Team  
Data Retreat Team  
Attendance Committee  
Love and Logic Committee  
Sunshine/Social Committee  
Parent/Teacher Organization Reps  
I Love to Read/Bookworms Committee

### JACKSON ELEMENTARY

Building Leadership Team  
PLC Leadership Team  
Data Retreat Team  
PBIS Committee  
Quarterly Committees  
Carnival Committee  
Parent/Teacher Organization Reps  
Sunshine Committee

### RED OAK ELEMENTARY

Building Leadership Team  
Data Retreat Team  
Staff Social Committee  
Staff Sunshine Committee  
I Love to Read Committee  
Extended Day Planning Committee  
Theme for 2016-2017 Committee  
Parent/Teacher Organization Reps

### SUN PATH ELEMENTARY

Site Team (RTI/Staff Development/Data Retreat)  
Data Retreat Team  
Climate Team  
Wellness Team  
S-Team/Intervention Committee  
Read-A-Thon Committee  
Sun Path Academic Celebration (SPAC)  
Parent/Teacher Organization Reps  
Sun Path Academic Celebration Night Committee  
Sunshine/Social Committee

### SWEENEY ELEMENTARY

Building Leadership Team  
Data Retreat Team  
Community Council  
Discipline/Behavior Team  
Building Technology Team  
Grandparents' Day Committee  
Artist In Residence Team  
Parent Information/Open House Committee

### CENTRAL FAMILY CENTER

Building Leadership Team  
PLC Leadership Team  
School Emergency Management Team  
Early Childhood Coordinators' Committee

# WARNINGS to EMPLOYEES

## WHEN PUBLIC SCHOOL EMPLOYEES ARE QUESTIONED BY THEIR EMPLOYER

### Weingarten Right

**What It Is** — The right to have a union representative present when subject to questioning that could lead to discipline.

**Legal Basis** — *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251, 95 S.Ct. 959 (1975)

**How It Works** — When an employee is questioned by an employer in a situation that the employee reasonably believes could lead to discipline, the employee has the right to union representation. The employee must affirmatively assert this right. If in doubt, the employee should ask the employer whether the meeting could lead to discipline.

**Penalties** — Information obtained from an employee who is not provided a union representative likely will be excluded from any subsequent proceeding.

**Notes** — Many school districts make available a union representative as a matter of practice. Further, some collective bargaining agreements contain language that requires the employer to inform employees of the right to a union representative.

### Tennessee Warning

**What It Is** — A provision of the Minnesota Government Data Practices Act that protects individuals on whom the government collects data. The warning is named after the state senator who advocated for this provision.

**Legal Basis** — Minnesota Statute § 13.04, subd. 2

**How It Works** — Before a public school employee is asked to provide private or confidential information on him/herself, the employer must tell the employee:

1. Why the data is being requested (the purpose);
  2. How the data is intended to be used;
  3. Whether the individual may refuse or is legally required to supply private or confidential data;
  4. What are any known consequence arising from supplying or refusing to supply private or confidential data (this should include stating whether the individual will be fired or considered insubordinate for not answering); and
  5. Who (both individuals and entities) are authorized by state or federal law to receive the data. This should include identification of those persons within the district who may have access to the data.
- Although the statute does not require that the warning be given in writing, many employers do give a written Tennessee warning to employees.

**Penalties** — There are several potential consequences for failure to give a Tennessee warning. Generally, the school district is forbidden from maintaining, disclosing or using any private or confidential data supplied by a data subject for any purpose other than those purposes enumerated in the Tennessee warning. If no Tennessee warning is given, no information may be used or retained. See Department of Administration Advisory Opinion 95-028.

- **Criminal penalties** — Willful violation constitutes a misdemeanor. Minn. Stat. § 13.09.
- **Civil penalties** — For willful violations, exemplary damages of between \$100-10,000 for each violation. For all other violations, potential liability for actual damages, costs and attorney fees. The statute specifically provides that the state is deemed to have waived any immunity to a data practices claim. Minn. Stat. § 13.08.

**Notes** — The employer does not need to give a Tennessee warning when the employer's questioning is focused on another individual. See *Edina Education Association v. Independent School District #273*, 562 N.W.2d 306 (Minn. App. 1997) (no warning was required when the employer questioned a teacher about a student's charge of discrimination).

## Garrity Warning

**What It Is** — If a public employee is required to answer questions under threat of discipline, nothing the employee says may be used in a related criminal proceeding. Garrity is a recognition that being forced to choose between remaining silent and being disciplined for failure to answer effectively eliminates the constitutional right to remain silent.

### Legal Basis

- *United States Constitution*, amend. 5.
- *Minnesota Constitution*, Art. 1, §7.
- *Garrity v. New Jersey*, 385 U.S. 493, 87 S.Ct. 616 (1967).

### How It Works

- Garrity protections are triggered when there is a risk that an employee's alleged conduct could result in criminal charges as well as adverse job action. However, the protections apply only if the employer requires an employee to answer the questions.
- If an employee is being questioned, the employee should ask whether he or she will be disciplined for refusing to answer questions. If this issue is not addressed before questions are answered, the Garrity protections are lost.
- If the employer indicates the employee will be disciplined for refusing to answer, the employee may answer the questions and no information obtained in the interview can be used in a related criminal proceeding. If the employer indicates the employee will not be disciplined for refusing to answer, any information gathered may be used in a criminal proceeding as well as any employment matter.

**Notes** — The employee or her/his representative must trigger the Garrity protection by asking whether the employee will be disciplined for refusing to answer. If the employer states that the employee may refuse to answer, but the investigation will then be conducted without the benefit of the employee's input, no Garrity protection will apply.

# WARNINGS to EMPLOYEES

## The Top Five Reasons for Discipline

*These are the most common reasons education employees face discipline on the job. Be smart!*

### 1. INAPPROPRIATE USE OF THE INTERNET

As access to the Internet increases in the schools, inappropriate use of the Internet has similarly increased. As a result, school districts are establishing policies regulating the use of the Internet on the job. Violations of the policy can subject the employee to discipline. An employee can also be subject to discipline in the absence of a policy, if it is determined that the use is clearly inappropriate.

#### **DON'T:**

- Access pornographic or other sexually explicit sites on the Web. This prohibition includes accessing such sites during off-duty times, or even outside of school, if you have the ability to access the Web through your work site from home
- Think that you can erase from your computer's hard drive the evidence that you have accessed such sites. It is technologically easy to retrieve "erased" histories of where you have been on the Web.
- Allow students to access such sites. If you allow students to do so, you will be held responsible for inappropriate supervision
- Engage in sexually suggestive communications through the e-mail system. Your e-mail communications are not private and can be accessed by others.

#### **DO:**

- Teach your students about proper use of the Internet and the wonderful resources that are available to them through the Web. Teaching students how to use the Web is a great way to teach research skills that are applicable to many other areas.

### 2. SEXUAL HARASSMENT

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment (quid pro quo);
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual (quid pro quo); or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment (hostile work environment).

Behavior that might be considered sexual harassment includes:

#### **Verbal harassment**

- Referring to an adult as "girl," "sweetheart," "handsome," etc.
- Whistling at someone
- Making sexual comments or innuendo
- Turning work discussions to sexual topics
- Telling sexual jokes or stories
- Asking about sexual preferences, social, or sexual life
- Making repeated comments about one's looks or clothing

- Making derogatory statements

#### **Non-verbal harassment**

- Looking a person up and down
- Staring at someone
- Blocking a person's path
- Making facial expressions such as winking or throwing kisses
- Wearing clothing with sexual messages
- Circulating or displaying sexual literature or cartoons

#### **Physical harassment**

- Touching a person's clothing, hair, or body
- Unwelcome patting, stroking, hugging, or putting your arm around someone
- Standing too close to or intentionally 'bumping into' someone
- Giving a massage around the neck or shoulders

Types of harassment include:

- Quid pro quo -- old-fashioned "this for that" sexual harassment that involves using power relationships and making tangible job or educational benefits conditional upon the victim's submission.
- Hostile work or education environment -- a more subtle form of harassment that is evidenced by a pattern of conduct that, viewed from the victim's perspective, interferes unreasonably with the work or education of the victim because of the intimidating, hostile or offensive atmosphere that is created by the harassing conduct.

### **3. PHYSICAL ABUSE OR CORPORAL PUNISHMENT**

#### **Corporal punishment**

Minnesota law prohibits the use of corporal punishment by any employee of a school district. Corporal punishment is defined as conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm.

An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

Use of corporal punishment can subject the employee to termination.

#### **Physical abuse**

The unwanted physical touching of a student can subject the school employee to an allegation of physical abuse. Unreasonable use of physical force can subject that employee to termination.

On the other hand, the school employee has a responsibility to prevent bodily harm to others, including the student that the physical force is being administered to.

At a hearing for a termination of an employee for excessive use of physical force, the crucial inquiry will be whether the employee used only the force that was reasonably necessary to quell the disturbance. If the employee is viewed as using escalating force, or more force than is necessary to quiet the situation, discipline is more likely to be upheld.

### **4. OFF-DUTY CONDUCT**

Conduct that occurs while off the job can still result in termination from employment if the conduct has a "nexus" to your job. Recent examples include:

- DWI convictions or other negligent driving convictions (such as a hit and run)
- Drug-related offenses
- Embezzlement or other crimes involving stealing
- Sexual misconduct
- Trafficking in Internet pornography at home

- Illegal gambling

In short, anything that you do off the job that can be shown to impair your ability to be successful on the job can subject you to a potential termination.

## 5. LICENSURE LAPSE

Teachers in K-12 public schools are required to hold a valid teaching license issued by the Minnesota Board of Teaching. A number of teachers recently have forgotten to renew their license and have faced termination as a result.

You are responsible for renewal of your license. Failure to renew on time can result in termination and suspension of your ability to obtain another license. You will not be sent a reminder from your school or the licensing bureau.

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