



**SHAKOPEE  
EDUCATION  
ASSOCIATION**

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

# **NEW TEACHER INFO PACKET**

**2022-2023**



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## Dr. Martin Luther King, Jr.

# ON UNIONS

In his address to the Illinois State Convention of the American Federation of Labor and Congress of Industrial Organizations, Dr. King pointed out the similarities between the trade union movement and the civil rights movement and recalled what unions had achieved in America to date.

***“The labor movement was the principal force that transformed misery and despair into hope and progress. Out of its bold struggles, economic and social reform gave birth to unemployment insurance, old-age pensions, government relief for the destitute and, above all, new wage levels that meant not mere survival but a tolerable life.***

*The captains of industry did not lead this transformation; they resisted it until they were overcome. When in the thirties the wave of union organization crested over the nation, it carried to secure shores not only itself but the whole society.*


***Civilization began to grow in the economic life of man, and a decent life with a sense of security and dignity became a reality rather than a distant dream.***

*It is a mark of our intellectual backwardness that these monumental achievements of labor are still only dimly seen, and in all too many circles the term “union” is still synonymous with self-seeking, power hunger, racketeering, and cynical coercion. There have been and still are wrongs in the trade union movement, but its share of credit for triumphant accomplishments is substantially denied in the historical treatment of the nation’s progress.”*

Source | “Martin Luther King’s greatest labor speeches.” (August 28, 2013). Uni Global Union. Nyon, Switzerland. Retrieved May 30, 2019, from <https://www.uniglobalunion.org/news/martin-luther-kings-greatest-labour-speeches>

# MEMBER INFORMATION

## SEA | Executive Board Membership

 <b>SHAKOPEE EDUCATION ASSOCIATION</b>		<b>SEA EXEC BOARD MEMBERSHIP   2022-2023</b>					
<b>OFFICERS</b>		<b>Terms:</b> September 1, 2022 - August 31, 2024				<b>Next Election:</b> March 2024	
Role	Last	First	Location	Room	Position	Rm Phone	Personal Cell
<b>President</b> (full-time release)	Anderson	Dale	HS	SW300C	TOSA, Union President	5077	(952) 261-8040
<b>Vice President</b>	Tabke	Katy	HS	S323	English	4270	(952) 367-6461
<b>Treasurer</b>	Paulson	Jamie	HS	S222	Math	4274	(952) 215-2196
<b>Membership Chair</b>	Kovic	Kristin	WMS	218B	SPED Eval Team Teacher	5726	(952) 393-0690
<b>Secretary</b>	Jasken	Jon	WMS	203	Math	4403	(651) 283-3881
<b>NEGOTIATIONS TEAM</b>		<b>Terms:</b> November 2020 - October 2022				<b>Next Appointment:</b> November 2022	
Role	Last	First	Location	Room	Position	Rm Phone	Personal Cell
<b>Early Childhood &amp; Elementary (E-5) Representatives</b>	Bisel	Doug	SW	201	Grade 3	6931	(952) 484-5875
	Doherty	Corinne	SP	220	Grade 4	6580	(952) 454-1321
	Rutter	Amy	JK	234	Kindergarten	7083	(651) 334-7505
<b>Secondary (6-12) Representatives</b>	Barbone	Carmen	HS	S210	English	4120	(952) 994-3420
	Finke	Bruce	WMS	111	English	4481	(952) 237-9864
<b>Ad Hoc Representative</b>	Anderson*	Dale	HS	SW300C	TOSA, Union President	5077	(952) 261-8040
<b>BUILDING REPRESENTATIVES</b>		<b>Terms:</b> September 1, 2021 - August 31, 2023				<b>Next Election:</b> August 2023	
Building	Role	Last	First	Room	Position	Rm Phone	Personal Cell
<b>Pearson ELC</b>	Lead	Palacio	Katy	--	Birth - 3	5873	
<b>Eagle Creek Elementary</b>	Lead	Neu	Kim	134	Kindergarten	6438	
	Support	Keddie	Doug	LC	Media Specialist		
<b>Jackson Elementary</b>	Lead	Rutter	Amy	234	Kindergarten	7083	
	Support	Schleper	Kristi	212	Grade 4	7054	
<b>Red Oak Elementary</b>	Lead	Hicks	Meridith	262	Intervention	7121	
	Support	Hansen	Nichole	141	Reading Intervention		
<b>Sun Path Elementary</b>	Lead	Doherty	Corinne	220	Grade 4	6580	
	Support	Bloom	Liz		Special Education	7110	
<b>Sweeney Elementary</b>	Lead	Doorenbos	Christie	11	Grade 5	6911	
	Support	Berger	Susie	Speech	Speech/Lang Pathologist	6949	
<b>East Middle School</b>	Lead						
	Support						
<b>West Middle School</b>	Lead	Jasken	Jon	203	Math	4363	
	Support	Niznick	Jess	207	Special Education	5721	
<b>High School</b>	Lead	Hames	Amelia	S209	Special Education	5182	
	Support	Aldinger	Ashley	E210	Math		
	Support	Ley	Kelly	SW204	Social Work	8788	
	Support	Moldenhauer	Nathan	varies	English Learners	--	
<b>TLC &amp; DO TOSAs</b>	Lead	Krupnick	Ben	TLC	TLC - Social Studies	5982	
Buildings are allocated 1 building rep and then an additional rep for every multiple of 40 members							

## 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



*The union of 70,000 educators*

##### EDUCATION MN PRESIDENT

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

#### ELECTED REPRESENTATIVES

##### STATE SENATOR (DISTRICT 55)

**Eric R. Pratt**  
95 University Avenue W.  
Minnesota Senate Building, Room 3219  
St. Paul, MN 55155  
651-296-4123  
[sen.eric.pratt@senate.mn](mailto:sen.eric.pratt@senate.mn)

##### STATE REPRESENTATIVE (DISTRICT 55A)

**Erik Mortenson**  
331 State Office Building  
St. Paul, MN 55155  
651-296-8872  
E-mail: [rep.erik.mortensen@house.mn](mailto:rep.erik.mortensen@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 | Work | [danderso@shakopee.k12.mn.us](mailto:danderso@shakopee.k12.mn.us)  
Personal | [dja.jos@gmail.com](mailto:dja.jos@gmail.com)

Office | High School SW300A

##### SEA NEGOTIATIONS COUNCIL

###### EC – Gr 5 Representatives

Doug Bisel (SW)	952-484-5875
Corrine Doherty (SP)	952-454-1321
Amy Rutter (JK)	651-334-7505

###### Secondary Representatives

Carmen Barbone (HS)	952-994-3420
Bruce Finke (WMS)	952-237-9864

###### Ad Hoc Representative

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

## MEMBER INFORMATION



**SHAKOPEE  
EDUCATION  
ASSOCIATION**

## OUR MISSION & STRATEGIES

### Our Mission:

The **SHAKOPEE EDUCATION ASSOCIATION** exists to support our members, their students, and the teaching profession.

### Our Strategies:

- 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 & adopted annually by the SEA Executive Board**

# MEMBER INFORMATION



**SHAKOPEE  
EDUCATION  
ASSOCIATION**

## ORGANIZATIONAL VALUES

### PROFESSIONALISM

*We believe effective teaching requires talented and committed professionals.*

We believe education is the most fundamentally important and complex task in upholding and maintaining our democracy. Together, in concert, our diverse and talented members serve the unique needs of our students, individually and collectively. These professionals combine experience in the classroom, extensive content knowledge, deep understanding of pedagogy, and the ability to build relationships with students to engage them in relevant and meaningful learning each and every day. These talents and skills are the foundation from which our educators innovate and differentiate as they seek to meet the needs of these unique individuals, enabling them to develop and maximize their potential and passions.

We believe that the most important work in public education occurs between educator and student, and this central relationship must be valued and nurtured by all. As such, we believe the most effective decision-making in education begins in the classroom and is built on critical partnerships between educators, students, families, and administrators.

### ADVOCACY

*We believe in working together to address the needs of our students and educators.*

We believe a high quality education is at the heart of a just and equitable society, and so we seek to initiate policies and develop values that improve public education. We seek to work with our district to help recruit, support, and retain a diverse cadre of trained and skilled professionals. Believing that all students can learn and be successful in school and life, we advocate for students and work diligently to ensure that all students receive an excellent education,

We believe individuals are strengthened when they work together for the common good. As education professionals, we improve both our profession and the quality of public education when we unite and advocate collectively for students and our profession.

### PROBLEM-SOLVING

*We believe in being proactive, thinking long-term, and seeking renewal.*

Educators face a myriad of challenges, some known, some unknown — how we respond to and prepare for these challenges has a major impact on our continued success. We believe acting proactively and positively improves teacher morale and provides for a better environment. We believe thinking long-term helps us to make better, sustainable decisions on behalf of students and teachers. We believe in self-reflection and supporting teachers' and students' efforts to learn and seek renewal of their passions.

We believe teachers have strong and important voices that need to be heard on the issues facing our schools, students, families, community, and nation. Educators are a rich source of innovation and problem-solving as we seek to improve education and student outcomes.

### UNITY

*We believe in standing together; even when we don't agree, we stand together for the good of all.*

We believe that solidarity and unity improve teacher morale and enable teachers to make a difference for students. We believe that teachers are best able to maximize student learning when they have a stable, supportive, and encouraging environment in which to hone their craft, and that to create this kind of environment requires collaboration and dedicated commitment to teacher support from all levels of school administration.

We believe partnerships with parents, families, communities, and other stakeholders are essential to quality public education, improved student success, and healthy educator morale.

### EQUITY

*We believe in the essential uniqueness of all people and that individuals need different supports to achieve equity.*

We believe in the essential uniqueness of people. We acknowledge the need for equity and recognize that individuals need different supports to achieve equity in education. We believe public education is vital to building respect for the worth, dignity, and advancement of every individual in our diverse society. If the true purpose of public education is to shape the future of our society by building educated citizens who are caring, healthy, and productive, and who are fully prepared for the world ahead of them, then we believe public education is the gateway to that opportunity: all students have the human and civil right to a quality public education that develops their potential, independence, and character, and all teachers have the same right to a constructive and supportive working environment.

Updated & Adopted by the SEA Executive Board | October 2020 - Reaffirmed annually thereafter



# MEMBER BENEFITS

## Benefits of Shakopee Education Association Membership

- **PRIMARY | A 50+ 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**
- **Intermediary between administration and teachers**
  - Regularly scheduled meetings between SEA and District leaders
  - Regularly scheduled meetings between SEA reps and Building principals
  - Meet and Confer sessions, as needed
- **Free Professional Development (in-person and online)**
  - Free SEA-sponsored trainings and CEU courses
  - Free access to South Suburban United trainings
  - Free access to Metro Area Council trainings
  - Free access to Education Minnesota training
- **Policing the contract**
  - Protecting teacher rights and interests
  - Addressing members concerns
  - Processing grievances (though rarely necessary here)
  - Supporting members during discipline

# MEMBER BENEFITS

## **Contract Highlights** (Access an online copy here: [2021-2023 SEA Contract](#))

<b>Article IV   Teacher/Association Rights</b>	<b>2-3</b>
<b>Article V   Service Expectations</b>	<b>4-5</b>
<b>Article VI   Duty Year</b>	<b>5-6</b>
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11.3   Personal Medical Leave	16
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11.5   Child Care Leave (up to one year, unpaid)	17
11.6   Adoption Leave	17-18
11.7   Family Sick Leave (from sick leave)	18
11.8   Bereavement Leave (up to 5 depending on degree of relation)	18
11.9   Personal Leave (earn 2 per year, accumulative to 5)	18-19
11.10   Professional Leave	19
11.13   Emergency Leave	20
<b>Article XIII   Unrequested Leave of Absence</b>	<b>22-25</b>
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# MEMBER BENEFITS

## The Importance of Participating in the Matching Program (Article 17.1)

### *The Power of Compound Interest*

Example 1 on the next page is an example of a person who began contributing to our matching plan when it was implemented in 1993 and the projection over forty years (1993 – 2032).

- This is a conservative example based on a 5.5% rate of return on investment
  - For comparison, the S&P 500's 30 year average is 10%\*
  - Returns in any given year vary widely. Between 1926 and 2014, returns were in that “average” band of 8% to 12% only six times. The rest of the time they were much lower or, usually, much higher. Over time the market has gone up in about 70% of years.

### S&P 500 average returns

The graph below shows the current value of the S&P 500, as well as its year-to-date, 5-year and 10-year returns. Between 1990 and today, you can see there have been up years and down years, but over this 30-year period, those fluctuations have averaged out as a positive return.



**4,492.75**

Current

**19.65%**

Year-to-date return

**15.64%**

5-year return

**14.58%**

10-year return

- For the future year earnings, we used a conservative 5.5% annual salary increase.

\*Source | <https://www.nerdwallet.com/article/investing/average-stock-market-return>

# MEMBER BENEFITS

## Example 1: Sample 403(b) Match Value Over 40 Years

										Rate of Return		5.50%
FY	Match Year	Lane	Step	Salary	Longevity	Match %	Employee Contribution	Employer Match	Combined Deposit	Previous	Return	Estimated Value
1993	1	BA	3	\$23,850	\$0	2.00%	\$477	\$477	\$954	\$0	\$52	\$1,006
1994	2	BA	4	\$24,893	\$0	2.00%	\$498	\$498	\$996	\$1,006	\$110	\$2,112
1995	3	BA	5	\$26,473	\$0	2.00%	\$529	\$529	\$1,059	\$2,112	\$174	\$3,346
1996	4	BA+10	6	\$29,101	\$0	2.25%	\$655	\$655	\$1,310	\$3,346	\$256	\$4,911
1997	5	BA+20	7	\$31,086	\$0	2.25%	\$699	\$699	\$1,399	\$4,911	\$347	\$6,657
1998	6	MA	8	\$36,372	\$0	2.50%	\$909	\$909	\$1,819	\$6,657	\$466	\$8,942
1999	7	MA	9	\$38,299	\$0	2.50%	\$957	\$957	\$1,915	\$8,942	\$597	\$11,454
2000	8	MA	10	\$40,402	\$0	2.50%	\$1,010	\$1,010	\$2,020	\$11,454	\$741	\$14,215
2001	9	MA	11	\$43,324	\$0	2.50%	\$1,083	\$1,083	\$2,166	\$14,215	\$901	\$17,282
2002	10	MA	12	\$45,431	\$0	2.50%	\$1,136	\$1,136	\$2,272	\$17,282	\$1,075	\$20,629
2003	11	MA	13	\$47,617	\$0	2.50%	\$1,190	\$1,190	\$2,381	\$20,629	\$1,266	\$24,276
2004	12	MA+10	14	\$51,696	\$0	2.50%	\$1,292	\$1,292	\$2,585	\$24,276	\$1,477	\$28,338
2005	13	MA+20	15	\$56,283	\$0	2.50%	\$1,407	\$1,407	\$2,814	\$28,338	\$1,713	\$32,865
2006	14	MA+30	16	\$60,292	\$0	2.50%	\$1,507	\$1,507	\$3,015	\$32,865	\$1,973	\$37,853
2007	15	MA+30	17	\$63,758	\$0	2.50%	\$1,594	\$1,594	\$3,188	\$37,853	\$2,257	\$43,299
2008	16	MA+30	18	\$66,155	\$0	2.50%	\$1,654	\$1,654	\$3,308	\$43,299	\$2,563	\$49,170
2009	17	MA+30	19	\$68,715	\$0	2.50%	\$1,718	\$1,718	\$3,436	\$49,170	\$2,893	\$55,499
2010	18	MA+30	20	\$70,872	\$0	2.50%	\$1,772	\$1,772	\$3,544	\$55,499	\$3,247	\$62,290
2011	19	MA+30	21	\$72,028	\$0	2.50%	\$1,801	\$1,801	\$3,601	\$62,290	\$3,624	\$69,515
2012	20	MA+30	22	\$74,282	\$0	2.50%	\$1,857	\$1,857	\$3,714	\$69,515	\$4,028	\$77,257
2013	21	MA+30	23	\$76,574	\$0	2.50%	\$1,914	\$1,914	\$3,829	\$77,257	\$4,460	\$85,545
2014	22	MA+30	24	\$79,770	\$0	2.50%	\$1,994	\$1,994	\$3,989	\$85,545	\$4,924	\$94,458
2015	23	MA+30	24	\$80,767	\$0	2.50%	\$2,019	\$2,019	\$4,038	\$94,458	\$5,417	\$103,914
2016	24	MA+30	24	\$83,286	\$0	2.50%	\$2,082	\$2,082	\$4,164	\$103,914	\$5,944	\$114,022
2017	25	MA+30	24	\$85,868	\$0	2.50%	\$2,147	\$2,147	\$4,293	\$114,022	\$6,507	\$124,823
2018	26	MA+30	24	\$86,368	\$2,500	2.50%	\$2,222	\$2,222	\$4,443	\$124,823	\$7,110	\$136,376
2019	27	MA+30	24	\$86,868	\$2,500	2.50%	\$2,234	\$2,234	\$4,468	\$136,376	\$7,746	\$148,591
2020	28	MA+30	24	\$88,237	\$2,500	2.50%	\$2,268	\$2,268	\$4,537	\$148,591	\$8,422	\$161,550
2021	29	MA+30	24	\$91,604	\$5,000	2.50%	\$2,415	\$2,415	\$4,830	\$161,550	\$9,151	\$175,531
2022	30	MA+30	24	\$92,978	\$5,000	2.50%	\$2,449	\$2,449	\$4,899	\$175,531	\$9,924	\$190,353
2023	31	MA+30	24	\$94,974	\$5,000	2.50%	\$2,499	\$2,499	\$4,999	\$190,353	\$10,744	\$206,097
2024	32	MA+30	24	\$96,970	\$5,000	2.50%	\$2,549	\$2,549	\$5,099	\$206,097	\$11,616	\$222,811
2025	33	MA+30	24	\$98,966	\$5,000	2.50%	\$2,599	\$2,599	\$5,198	\$222,811	\$12,541	\$240,550
2026	34	MA+30	24	\$100,962	\$5,000	2.50%	\$2,649	\$2,649	\$5,298	\$240,550	\$13,522	\$259,369
2027	35	MA+30	24	\$102,958	\$5,000	2.50%	\$2,699	\$2,699	\$5,398	\$259,369	\$14,562	\$279,329
2028	36	MA+30	24	\$104,954	\$5,000	2.50%	\$2,749	\$2,749	\$5,498	\$279,329	\$15,665	\$300,493
2029	37	MA+30	24	\$106,951	\$5,000	2.50%	\$2,799	\$2,799	\$5,598	\$300,493	\$16,835	\$322,925
2030	38	MA+30	24	\$108,947	\$5,000	2.50%	\$2,849	\$2,849	\$5,697	\$322,925	\$18,074	\$346,697
2031	39	MA+30	24	\$110,943	\$5,000	2.50%	\$2,899	\$2,899	\$5,797	\$346,697	\$19,387	\$371,881
2032	40	MA+30	24	\$112,939	\$5,000	2.50%	\$2,948	\$2,948	\$5,897	\$371,881	\$20,778	\$398,556
						TOTALS	\$72,731	\$72,731	\$145,463			

## Example 2: Sample 403(b) Match Value Over 40 Years (starting Yr 4)

										Rate of Return		5.50%
FY	Match Year	Lane	Step	Salary	Longevity	Match %	Employee Contribution	Employer Match	Combined Deposit	Previous	Return	Estimated Value
1993	1	BA	3	\$23,850	\$0		\$0	\$0	\$0	\$0	\$0	\$0
1994	2	BA	4	\$24,893	\$0		\$0	\$0	\$0	\$0	\$0	\$0
1995	3	BA	5	\$26,473	\$0		\$0	\$0	\$0	\$0	\$0	\$0
1996	4	BA+10	6	\$29,101	\$0	2.25%	\$655	\$655	\$1,310	\$0	\$72	\$1,382
1997	5	BA+20	7	\$31,086	\$0	2.25%	\$699	\$699	\$1,399	\$1,382	\$153	\$2,933
2002	10	MA	12	\$45,431	\$0	2.50%	\$1,136	\$1,136	\$2,272	\$12,669	\$822	\$15,763
2012	20	MA+30	22	\$74,282	\$0	2.50%	\$1,857	\$1,857	\$3,714	\$61,635	\$3,594	\$68,944
2022	30	MA+30	24	\$92,978	\$5,000	2.50%	\$2,449	\$2,449	\$4,899	\$162,071	\$9,183	\$176,153
2032	40	MA+30	24	\$112,939	\$5,000	2.50%	\$2,948	\$2,948	\$5,897	\$348,889	\$19,513	\$374,300
						TOTALS	\$71,227	\$71,227	\$142,454			

# MEMBER BENEFITS

## Example 3: Sample 403(b) Match Value Over 40 Years (starting Yr 11)

										Rate of Return		
										5.50%		
FY	Match Year	Lane	Step	Salary	Longevity	Match %	Employee Contribution	Employer Match	Combined Deposit	Previous	Return	Estimated Value
1993	1	BA	3	\$23,850	\$0		\$0	\$0	\$0	\$0	\$0	\$0
2002	10	MA	12	\$45,431	\$0		\$0	\$0	\$0	\$0	\$0	\$0
2003	11	MA	13	\$47,617	\$0	2.50%	\$1,190	\$1,190	\$2,381	\$0	\$131	\$2,512
2012	20	MA+30	22	\$74,282	\$0	2.50%	\$1,857	\$1,857	\$3,714	\$36,114	\$2,191	\$42,019
2022	30	MA+30	24	\$92,978	\$5,000	2.50%	\$2,449	\$2,449	\$4,899	\$118,477	\$6,786	\$130,162
2032	40	MA+30	24	\$112,939	\$5,000	2.50%	\$2,948	\$2,948	\$5,897	\$274,425	\$15,418	\$295,740
TOTALS							\$64,777	\$64,777	\$129,554			

## Value Comparisons – the importance of early participation

Match Year	Estimated Value	Estimated Value	Yield Difference from Yr 1 Start	Estimated Value	Yield Difference from Yr 1 Start
	Yr 1 Start	Yr 4 Start		Yr 11 Start	
10	\$20,629	\$15,763	-\$4,867	\$0	-\$20,629
20	\$77,257	\$68,944	-\$8,313	\$42,019	-\$35,238
30	\$190,353	\$176,153	-\$14,200	\$130,162	-\$60,191
40	\$398,556	\$374,300	-\$24,256	\$295,740	-\$102,816

## Return on early investment

	Total Individual Investment Yrs 1-3 or 1-10	Yield Difference from Yr 1 Start
Yr 1 Start v. Yr 4 Start	\$1,504	\$24,256
Yr 1 Start v. Yr 11 Start	\$7,954	\$102,816

## How Do I Get Started?

- Go to the District's website and hover over "Departments" from the top navigation
- Select "Human Resources" from the drop-down menu
- On the Human Resources Dep't page, on the left navigation menu, click on the "+" next to "New & Current Employees"
- Click on "New & Current Employee Resources"
- On the "New & Current Employee Resources" page, under the title "Benefits," download and complete...
  - "Master Salary Reduction Agreement Info"
  - "Retirement Account Vendor List"
- Select a vendor from the vendor list
- Complete the Salary Reduction Agreement form
- Scan & email the completed and signed form to the selected vendor representative
- The vendor rep will sign it and return it to the District HR Dep't (and set up your selected account)

# MEMBER BENEFITS

## Benefits of Education Minnesota Membership

(<https://www.educationminnesota.org/member-benefits>)

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Legal support for teachers             <ul style="list-style-type: none"> <li>▫ Attorney referral programs</li> <li>▫ Liability Insurance</li> </ul> </li> <li>• Field Representative assistance</li> <li>• Lobbying at the State Legislature             <ul style="list-style-type: none"> <li>▫ Advocate for students</li> <li>▫ Education funding</li> <li>▫ Collective bargaining</li> <li>▫ Teacher licensing</li> <li>▫ Informing members about relevant issues                 <ul style="list-style-type: none"> <li>▪ Legislative Agenda</li> <li>▪ Issue briefs</li> <li>▪ Capitol Connection e-newsletter</li> </ul> </li> <li>▫ Local lobby days</li> <li>▫ Emailing legislators</li> </ul> </li> <li>• Professional Development opportunities             <ul style="list-style-type: none"> <li>▫ Minnesota Educators Academy (MEA)</li> <li>▫ Summer Seminar</li> <li>▫ ConnectED</li> <li>▫ Core &amp; Professional Development trainings</li> <li>▫ National Meetings / Trainings</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• Economic Services Inc. (ESI)             <ul style="list-style-type: none"> <li>▫ <a href="#">Financial/retirement planning</a></li> <li>▫ <a href="#">Long-term care insurance</a></li> <li>▫ <a href="#">Senior care navigation</a></li> <li>▫ <a href="#">Mortgage program</a></li> <li>▫ <a href="#">Health insurance</a></li> <li>▫ <a href="#">Auto and home insurance - Liberty Mutual</a></li> <li>▫ <a href="#">Auto and home insurance - Travelers</a></li> <li>▫ <a href="#">Identity theft recovery protection</a></li> <li>▫ <a href="#">Credit card</a></li> <li>▫ <a href="#">BOSE music products</a></li> <li>▫ <a href="#">PerksConnect</a></li> </ul> </li> <li>• Health Care and Insurance             <ul style="list-style-type: none"> <li>▫ Healthcare &amp; Medicare Supplement Options</li> <li>▫ Long-Term Care Insurance</li> <li>▫ Senior Care Navigation</li> </ul> </li> <li>• Contract bargaining resources</li> <li>• Community Outreach</li> <li>• Contract/grievance arbitration</li> <li>• <i>Minnesota Educator</i></li> </ul> |
|---|---|

## Benefits of American Federation of Teachers Membership

(<https://www.aft.org/member-benefits>)

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Lobbying for education             <ul style="list-style-type: none"> <li>▫ Before Congress</li> <li>▫ Before the US Supreme Court</li> <li>▫ Alongside State Unions needing support</li> </ul> </li> </ul> <div data-bbox="203 1308 675 1444" data-label="Image"> </div> <ul style="list-style-type: none"> <li>• Click image above for link</li> <li>• Legal services             <ul style="list-style-type: none"> <li>▫ Employment related</li> <li>▫ Lawyer referral program</li> </ul> </li> <li>• <i>Today's Education Magazine</i></li> <li>• Financial Services             <ul style="list-style-type: none"> <li>▫ Credit Cards</li> <li>▫ Credit &amp; Budget Counseling</li> <li>▫ Identity Theft Protection</li> <li>▫ Mortgage Programs</li> <li>▫ Real Estate Program</li> <li>▫ Personal Loans</li> </ul> </li> <li>• Insurance Options w discounts             <ul style="list-style-type: none"> <li>▫ Student Loan Forgiveness</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>▫ Life Insurance (new teachers get 1 year free)</li> <li>▫ Disability Insurance</li> <li>▫ Term Life</li> <li>▫ Senior Term Life</li> <li>▫ Pet insurance</li> <li>▫ Long-term care</li> </ul> <ul style="list-style-type: none"> <li>• Scholarships</li> <li>• Travel and Entertainment Discounts             <ul style="list-style-type: none"> <li>▫ Hotel discounts</li> <li>▫ Entertainment discounts</li> <li>▫ Emergency Assistance Plus</li> <li>▫ Budget Truck rental</li> <li>▫ Car Rentals</li> <li>▫ Professional moving discounts</li> </ul> </li> <li>• Shopping             <ul style="list-style-type: none"> <li>▫ AFT Advantage</li> <li>▫ AT+T Wireless discount</li> <li>▫ Auto buying</li> <li>▫ ConsumerReports.org savings</li> <li>▫ Goodyear tires and Service savings</li> <li>▫ Magazine subscription savings</li> <li>▫ Teleflora Flowers &amp; Gift Basket savings</li> </ul> </li> </ul> |
|---|---|

# MEMBER BENEFITS

## Benefits of National Education Association Membership

(<https://www.neamb.com/>)

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• Lobbying for education<ul style="list-style-type: none"><li>▫ Before Congress</li><li>▫ Before the US Supreme Court</li><li>▫ Alongside State Unions needing support</li></ul></li><li>• NEA Today Magazine</li><li>• Financial Services<ul style="list-style-type: none"><li>▫ Credit Cards</li><li>▫ Home Loans</li><li>▫ Educational Loans</li><li>▫ Personal Loans</li><li>▫ Savings</li><li>▫ Retirement</li></ul></li><li>• Insurance Options w discounts<ul style="list-style-type: none"><li>▫ Life Insurance (new teachers get 1 year free)</li><li>▫ Health-Related Insurance</li><li>▫ Home &amp; Auto Insurance</li><li>▫ Student Loan Forgiveness</li></ul></li></ul> | <ul style="list-style-type: none"><li>▫ Specialty Insurance</li><li>▫ Pet Insurance</li><li>• Professional Resources<ul style="list-style-type: none"><li>▫ NEA edCommunities and Products</li><li>▫ Professional Articles</li><li>▫ Tools for Professionals</li><li>▫ Guides for Professionals</li></ul></li><li>• Discounts<ul style="list-style-type: none"><li>▫ NEA Click &amp; Save</li><li>▫ Home &amp; Auto Discounts</li><li>▫ Everyday Discounts</li><li>▫ Car Rental Discounts</li></ul></li><li>• Travel<ul style="list-style-type: none"><li>▫ Car Rental</li><li>▫ Guided Vacations</li><li>▫ Travel Discounts</li></ul></li></ul> |
|--|--|

# 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:*

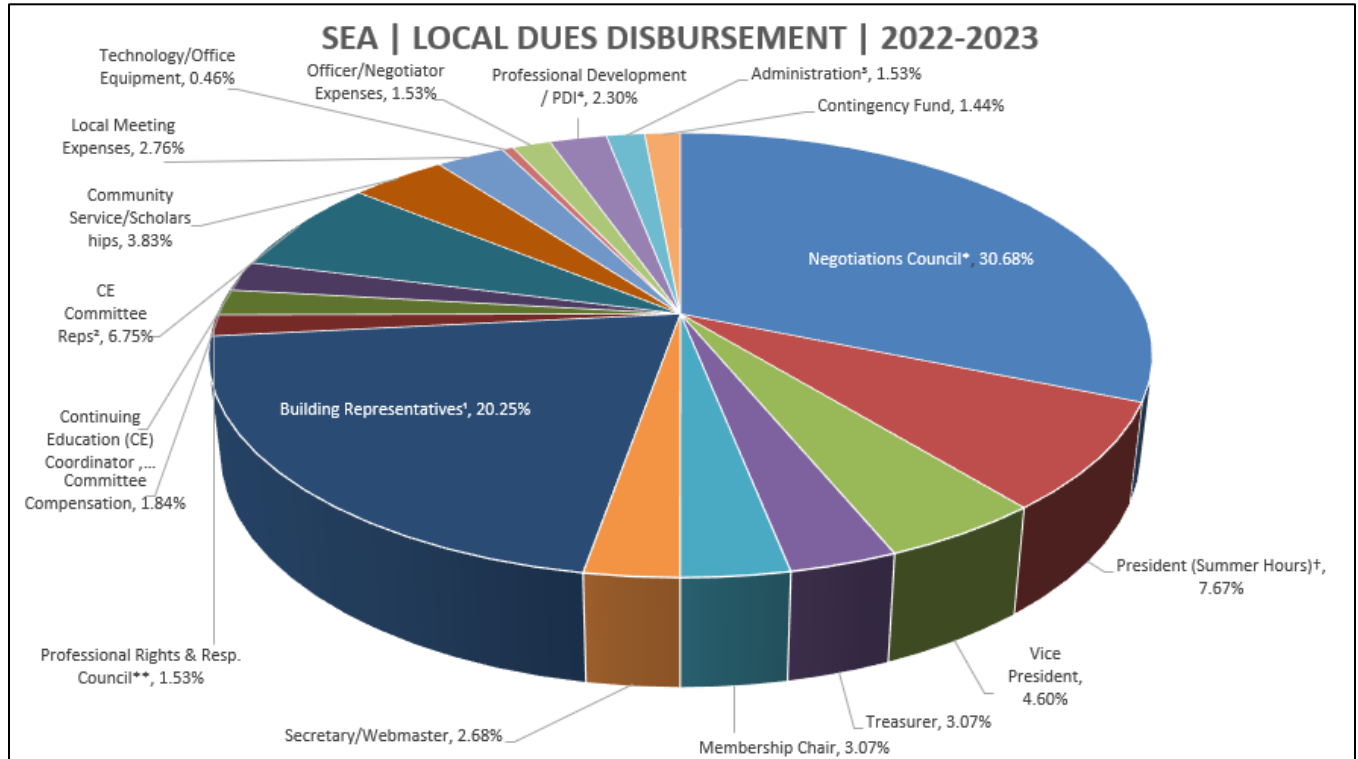
RESPONSIBILITIES	PRIVILEGES
<ul style="list-style-type: none"><li>• To establish and continually advance a valid body of knowledge that is applied for the public good.</li><li>• To share knowledge freely among the members of the profession and make it available for public scrutiny (not monopolize it for purposes of gainful leverage).</li><li>• To maintain professional capability within acceptable limits of the current state-of-the-art through lifelong participating in continuing education.</li><li>• To establish, maintain, and apply standards of educational practice that are aimed at assuring excellence.</li><li>• To establish and adhere to a code of behavior (ethics) that may be more demanding than prevailing civil law.</li><li>• 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.</li><li>• To contribute to society beyond the practice of the profession by being active in the community.</li><li>• To engage in debate, self-examination, and the correction of deficiencies on a voluntary and continuing basis.</li><li>• To do all of the above in a spirit of caring and respect for the dignity of those being served.</li></ul>	<ul style="list-style-type: none"><li>• Recognition and respect as a learned individual (or group) who acts for the public good and contributes to society.</li><li>• Freedom to determine the standards of conduct and practice from within the profession rather than being subject to externally generated standards and enforcement.</li><li>• Freedom to exercise professional judgment in the application of the body of knowledge without external judgment except by one's peers.</li><li>• 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.</li></ul>

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

## 2022-2023 Local SEA Dues



### \$100.00 LOCAL (SEA) DUES

30.68%	Negotiations Council*
7.67%	President (Summer Hours)†
4.60%	Vice President
3.07%	Treasurer
3.07%	Membership Chair
2.68%	Secretary/Webmaster
20.25%	Building Representatives¹
1.53%	Professional Rights & Resp. Council**
1.84%	Committee Compensation
2.15%	Continuing Education (CE) Coordinator
6.75%	CE Committee Reps²
3.83%	Community Service/Scholarships
2.76%	Local Meeting Expenses
0.46%	Technology/Office Equipment
1.53%	Officer/Negotiator Expenses
2.30%	Professional Development / PDI⁴
1.53%	Administration³
1.44%	Contingency Fund

### Notes

\*Negotiations Council Stipends: These figures divided equally between the members of the team (currently 2 secondary representatives, 3 EC-S 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 reps see fit. If divided equally by the reps serving (2 per building, except the HS with 4 and the TLC & PELC with 1 each).

²The amount for CE Committee Representatives is divided by the 11 reps serving (1 per building, 2 HS).

³Administration includes contribution towards the as the costs of printing, stamps, checks, and other necessary purchases for conducting day-to-day business.

# MEMBER RESPONSIBILITIES

## 2022-2023 Unified Dues Structure

for the period September 1, 2022 through August 31, 2023

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

#### SEA MEMBER DUES STRUCTURE | TEACHERS

September 1, 2022 - August 31, 2023

#### TOTAL DUES 2022-2023

#### TEACHERS

CATEGORY	Percentage of Total Dues						per Payü*
	28.66%	13.21%	53.98%	Subtotal: Adj Dues*	4.14%	100.00%	
	NEA/AFT	SEA	EdMN Dues		EdMN Asmts	TOTAL	
Teach greater than 90% to 100%	\$255.96	\$118.00	\$482.00	\$855.96	\$37.00	\$892.96	\$49.61
Teach greater than 75% to 90%	\$255.96	\$88.50	\$433.80	\$778.26	\$37.00	\$815.26	\$45.29
Teach greater than 65% to 75%	\$255.96	\$76.70	\$361.50	\$694.16	\$37.00	\$731.16	\$40.62
Teach greater than 50% to 65%	\$255.96	\$59.00	\$313.30	\$628.26	\$37.00	\$665.26	\$36.96
Teach greater than 40% to 50%	\$136.08	\$47.20	\$241.00	\$424.28	\$37.00	\$461.28	\$25.63
Teach greater than 25% to 40%	\$136.08	\$29.50	\$192.80	\$358.38	\$37.00	\$395.38	\$21.97
up to .25 FTE & earning more than \$6751.00	\$76.14	\$23.60	\$120.50	\$220.24	\$37.00	\$257.24	\$14.29
up to .25 FTE & earning less than \$6751.00	\$76.14	\$17.70	\$15.00	\$108.84	\$37.00	\$145.84	\$8.10

\*18 consecutive school year paychecks beginning on or after Oct 15

#### EdMN ANNUAL ASSESSMENTS 2022-2023 | TEACHERS

CATEGORY	Crisis Fund	PAC	EdMN Fdtn	TOTAL
ALL - regardless of teaching FTE	\$7.00	\$25.00	\$5.00	\$37.00

NOTE: National dues include professional liability insurance coverage as a member benefit.

#### EdMN ANNUAL ASSESSMENTS INFORMATION

\*Each of these assessments is payable in full by all members with no reduction provided for prorating based on hours or percent of working time.  
 - \$7.00 allocation to the Crisis Fund  
 - \$25.00 allocation for the Political Action Committee  
 - \$5.00 allocation for the Foundation for Excellence in Teaching and Learning

#### For LATE ADDITIONS

Month Joined	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Months remaining in Year	12	11	10	9	8	7	6	5	4	3	2	1
*Percentage of Dues Charged	100.00%	91.67%	83.33%	75.00%	66.67%	58.33%	50.00%	41.67%	33.33%	25.00%	16.67%	8.33%
Teach greater than 90% to 100%	\$892.96	\$821.63	\$750.30	\$678.97	\$607.64	\$536.31	\$464.98	\$393.65	\$322.32	\$250.99	\$179.66	\$108.33
Teach greater than 75% to 90%	\$815.26	\$750.41	\$685.55	\$620.70	\$555.84	\$490.99	\$426.13	\$361.28	\$296.42	\$231.57	\$166.71	\$101.86
Teach greater than 65% to 75%	\$731.16	\$673.31	\$615.47	\$557.62	\$499.77	\$441.93	\$384.08	\$326.23	\$268.39	\$210.54	\$152.69	\$94.85
Teach greater than 50% to 65%	\$665.26	\$612.91	\$560.55	\$508.20	\$455.84	\$403.49	\$351.13	\$298.78	\$246.42	\$194.07	\$141.71	\$89.36
Teach greater than 40% to 50%	\$461.28	\$425.92	\$390.57	\$355.21	\$319.85	\$284.50	\$249.14	\$213.78	\$178.43	\$143.07	\$107.71	\$72.36
Teach greater than 25% to 40%	\$395.38	\$365.52	\$335.65	\$305.79	\$275.92	\$246.06	\$216.19	\$186.33	\$156.46	\$126.60	\$96.73	\$66.87
up to .25 FTE & earning more than \$6751.00	\$257.24	\$238.89	\$220.53	\$202.18	\$183.83	\$165.47	\$147.12	\$128.77	\$110.41	\$92.06	\$73.71	\$55.35
up to .25 FTE & earning less than \$6751.00	\$145.84	\$136.77	\$127.70	\$118.63	\$109.56	\$100.49	\$91.42	\$82.35	\$73.28	\$64.21	\$55.14	\$46.07

# MEMBER RESPONSIBILITIES

## License Renewal

The Minnesota teacher's licensing system is under revision due to the Legislature's elimination of the Board of Education and creation of the Professional Educator License and Standards Board. Therefore this information is in flux.

**NOTE: You may apply for licensure renewal starting January 1, 2020. After you renew your five-year standard license, on July 1, 2020, it will be converted to a Tier 4 license.**

When a teacher's license is due to expire, the teacher must apply for Relicensure to:

### Professional Educator License and Standards Board

1500 Highway 36 West, Suite 300

Roseville, Minnesota 55113-4055

phone: 651-539-4200

E-mail: [pelsb@state.mn.us](mailto:pelsb@state.mn.us)

Website: <https://mn.gov/pelsb/current-educators/>

Online Licensing System: <https://mn.gov/pelsb/current-educators/renew/>

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 - 4:00 PM

Generally, licenses are good for a 5 year period, but renewing teachers must have proof of their completion of 125 hours of Continuing Education credits and in the required areas of training.

**Shakopee Continuing Education Committee** | <https://spark.adobe.com/page/Vw4akBB6YHlfh/>

Continuing Education credits are certified by a local committee of teachers (**CEU Committee**). Some continuing education credits must be completed and submitted for approval to your building CEU Committee representative. Many of these credits are earned through District staff development activities and are credited in Frontline.

### CHAIR:

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

### BUILDING REPRESENTATIVES

BUILDING	REPRESENTATIVE	EMAIL
Pearson ELC	Katy Palacio	<a href="mailto:apalacio@shakopee.k12.mn.us">apalacio@shakopee.k12.mn.us</a>
Eagle Creek Elementary	Heather Ohmann	<a href="mailto:hohmann@shakopee.k12.mn.us">hohmann@shakopee.k12.mn.us</a>
Jackson Elementary	Rachael Schweigert	<a href="mailto:rschweig@shakopee.k12.mn.us">rschweig@shakopee.k12.mn.us</a>
Red Oak Elementary	Sarah Hughes	<a href="mailto:shughes@shakopee.k12.mn.us">shughes@shakopee.k12.mn.us</a>
Sun Path Elementary	Kris Kovic	<a href="mailto:kkovic@shakopee.k12.mn.us">kkovic@shakopee.k12.mn.us</a>
Sweeney Elementary	Susie Berger	<a href="mailto:sberger@shakopee.k12.mn.us">sberger@shakopee.k12.mn.us</a>
East Middle School	Liesl Bell-Fleming	<a href="mailto:lfleming@shakopee.k12.mn.us">lfleming@shakopee.k12.mn.us</a>
West Middle School	Emily Laughlin	<a href="mailto:elaughli@shakopee.k12.mn.us">elaughli@shakopee.k12.mn.us</a>
High School	A-L   Katy Tabke M-Z   Kjersti Velde	<a href="mailto:ktabke@shakopee.k12.mn.us">ktabke@shakopee.k12.mn.us</a> <a href="mailto:kvelde@shakopee.k12.mn.us">kvelde@shakopee.k12.mn.us</a>
Tokata ALC/District Office TOSAs	Tania Drexler-Gutierrez	<a href="mailto:tdrexler@shakopee.k12.mn.us">tdrexler@shakopee.k12.mn.us</a>
Community Members & Substitutes	Katy Palacio	<a href="mailto:apalacio@shakopee.k12.mn.us">apalacio@shakopee.k12.mn.us</a>

### Relicensure

It is important to complete ALL the needed paperwork before your license expires. Once you have completed all of the renewal requirements and have been notified by the Committee Chair that you have been approved online by the Minnesota Department of Education (MDE), follow the steps outlined on MDE's website listed above.

### **Relicensure | Required PD Areas**

Clock hours must include professional development activities in each of the following areas. The district is not obligated to provide PD in these areas; however, currently all requirements may be met through professional development activities offered periodically throughout the school year (including District & Building PD days and after-school offerings).

### **State Requirements**

- **125 Total Continuing Education Hours from at least two different sources (University credits, District in-service, and non-district workshops are the most common sources)**
- **The following specialty areas must also be fulfilled with a minimum of 1 hour each...**
  - ☐ **Area 1** | Activities which address **positive behavioral intervention** strategies and...
  - ☐ **Area 2** | activities which address further preparation in understanding the **key warning signs of early-onset mental illnesses** in children and adolescents and knowledge of steps to be taken if such warning signs are observed.
  - ☐ **Area 3** | Reading preparation related to **comprehensive scientifically based reading instruction**; Teachers must have in-service preparation in scientifically-based reading instruction  
  
Teachers who do not provide direct instruction including, at least, counselors, school psychologists, school nurses, school social workers, audiovisual directors and coordinators, and recreation personnel are exempt from this section.
  - ☐ **Area 4** | evidence of growth in best teaching practices for **meeting the needs of English learners**
  - ☐ **Area 5** | all licensed teachers who are renewing their continuing license professional five-year teaching licenses to include in their renewal requirements at least one hour of **suicide prevention best practices** in each licensure renewal period that are based on nationally recognized evidence-based programs and practices
  - ☐ **Area 6** | **Cultural competency training** means a training program that promotes self-reflection and discussion including but not limited to all of the following topics: racial, cultural, and socioeconomic groups; American Indian and Alaskan native students; religion; systemic racism; gender identity, including transgender students; sexual orientation; language diversity; and individuals with disabilities and mental health concerns. Training programs must be designed to deepen teachers' understanding of their own frames of reference, the potential bias in these frames, and their impact on expectations for and relationships with students, students' families, and the school communities.

***You may renew your license after January 1st of the year it expires. Do not wait!***

**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 (2016, 2018, 2020, 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 as 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.

**Vice President.** Serves as the President's proxy when s/he is unavailable on a part-time basis (still full-time in the classroom as a teacher). Responsibilities include working on behalf of the Executive Board; helping the President as needed; facilitating member engagement efforts; enhancing SEA's social media presence; communicating information between members and administration; and representing and advocating for members' rights.

**Treasurer.** Serves as the financial controller of the SEA; oversees our local's financial accountability and records; monitors the local's audit committee.

**Membership Chair.** Serves as the coordinator of all membership data and tracking; maintains accurate membership rolls; works with the Treasurer to manage dues information, reporting, and collection.

**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.

**BUILDING REPRESENTATIVES** — Elected bi-annually in odd years (2019, 2021, 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.
- **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** | This committee researches vendors and investment options, represents the local at the District's Investment Committee meetings, and reports 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 direction, focus, and use of time to provide oversight and feedback.

- **Professional Development Committee** | Members of this committee work develop needed professional development opportunities for members with a special focus on SEA's annual PD Institute held in the Spring of each year.
- **Scholarship Committee** | The members of this committee work together to administrate the SEA's advertising, review, and selection of the SEA Scholarship and the Dollars for Scholars' SEA Scholarship winners.
- **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.

## 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>Nika Summer, Teaching &amp; Learning Supervisor   District Office</i>
Professional Development	<i>Nancy Thul, Executive Director of Teaching &amp; Learning   District Office</i> <i>Annie Rients, Professional Development Coordinator   District Office</i>
Special Services Leadership	<i>Julie Fred, Director of Special Education Services   District Office</i>
Continuing Education	<i>Keith Gray, Director of Human Resources   District Office</i> <i>Tania Drexler-Gutierrez, CE Coordinator   High School</i>
Induction (Mentor/Mentee) Program	<i>Annie Rients, Professional Development Coordinator   District Office</i>
Community Education	<i>Lisa Rahn, Director of Community Services   District Office</i>
Safety	<i>Ed Ziemet, Building &amp; Grounds Manager   District Office</i>
Equity	<i>Dr. Mike Redmond, Superintendent   DO</i> <i>Ray Betton, Equity Supervisor   DO</i>
Insurance	<i>Keith Gray, Director of Human Resources   District Office</i>
Investment	<i>Keith Gray, Director of Human Resources   District Office</i> <i>Bill Menozzi, Director of Business Services   District Office</i>
Wellness	<i>Shirley Madin, HR Generalist - Licensed Staff   District Office</i>
Food Service	<i>Deb Ross, District Food Service Director   District Office</i>

# 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.

### Tennessen 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 Tennessen warning to employees.

**Penalties** — There are several potential consequences for failure to give a Tennessen 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 Tennessen warning. If no Tennessen 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 Tennessen 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 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.

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### **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.

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### **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.

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## 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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