ISD 728 /Elk River Education Association
2023 - 2025 Negotiations
District Counter/Agreements/Clarifications
October 2, 2023

The following is in response to proposals, agreements and clarifications presented by EREA on August 21, 2023.

Proposals

1. EREA Proposal - Early Retirement-Tax Deferred Annuity 403(b)/457 (*Mandatory enrollment in a 403(b) annuity for teachers hired after July 1, 2020)*. Although the District supports the concept of teachers saving for retirement, the District is not interested in a mandatory deduction from a teacher's paycheck. The decision to elect to have a deduction for an annuity account should be left to the individual teacher. Teachers choose not to contribute to an annuity account for a variety of reasons, and that decision should be left to the individual. In addition, the District has made it a practice not to endorse, recommend or favor one vendor over another and will continue with that practice. Finally, a mandatory deduction will create additional administrative burdens on the District related to account creation, account closings, transfers of funds along with addressing employee concerns and complaints.

2. EREA Proposal - Providing Workload Relief. The District has no interest in this proposal. Each of the suggested solutions would require the District to either relinquish its inherent management right to professional development or remove an instructional day from the school calendar for the purpose of providing teachers additional workshop day(s).

3. EREA Proposal - Workplace Safety/Employee Protection and Damage Reimbursement, June 15, 2023. Although the District previously responded to the June 15, 2023 proposal, the District is willing to enter into a joint MOA with EREA and AFSCME related to the establishment of a Safety Labor Management Committee. Please see the attached is the proposed MOA related to the establishment of the Safety LMC.

Financial

1. The District is unable to address any financial proposals until such time that an overall economic proposal is presented and costing is completed.

The following is in response to proposals, agreements and clarifications presented by EREA on July 13, 2023.

Proposals

1. EREA Proposal - Parental Leave, July 13, 2023. (*Including Parental Leave language in Article 8 Leaves of Absence)*. The district believes that changes, effective July 1, 2023, to the current Minnesota Pregnancy and Parental Leave law cover all situations where an employee chooses to take parental leave. The changes include, but are not limited to, the elimination of the 12 month employment requirement and elimination of the average number of hours per

week qualification. In addition, the new Minnesota Safe and Sick law (effective January 1, 2024) provides for additional protections related to the use of sick time and requirements to provide documentation from a medical provider. Since these situations are covered by law, the District has no interest in including language in the contract as it would be duplicative.

2. EREA Proposal - Teacher Duty Day, July 13, 2023. (*Language to restrict the number of meetings).* The District has no interest in modifying the definition of the teacher day currently in the contract. PELRA specifically provides that the direction of personnel is an inherent management right including, but not limited to, direction to staff while on duty time to attend meetings, training, etc.

3. EREA Proposal - Hard to Fill Positions, July 13, 2023. (*Expanding the definition of 7.5.4.1 to include positions unfilled for more than 30 calendar days*). It is the District's position that Section 7.5.1 addresses the coverage of vacant positions, therefore, no additional language is needed. The district is willing to add language that would permit the parties to mutually agree to apply the language of 7.5.4 to specific situations. *(See attached proposal).*

Inclusion of previous responses to proposals, agreements and clarification prior to July 13, 2023.

The following is in response to proposals, agreements and clarifications presented by EREA on June 27, 2023.

Proposals

1. EREA Proposal - Part Time Health Insurance, June 27, 2023 (*Providing full coverage for single or dependent coverage to less than 1.0 FTE teachers*) - The district will consider the proposal as part of an overall economic proposal once all economic proposals are presented and costing is completed. The estimated costing of this proposal for the two (2) year agreement is $400,092 for full time single benefits for teachers at .5 fte and above and full time dependent benefits for teachers at .75 fte and above.

2. EREA Proposal - National Certification and Licensing Compensation, June 27, 2023 (*Certifications and Licenses to add Physical Therapist*) - The district will consider the proposal as part of an overall economic proposal once all economic proposals are presented and costing is completed.

3. EREA Proposal - Courses In Which College Credit May Be Earned, June 27 , 2023. (*Modifying the language to include CTE courses and others that may apply beyond A/P courses)* The District currently maintains its proposal of May 17, 2023 regarding changes to Article 7.10 College Courses. In order for the District to assess the EREA proposal of June 27, 2023 the District needs further clarification as to which CTE, or other courses, the proposal would apply to.

4. EREA Proposal - Preparation Time, Double Parent Conferences, Extended School Year Teaching and Online & Blended Instruction, June 27, 2023. (*New 6.1.5 Media Specialist Work Time).* The practice of providing media specialists with two (2) hours of media time every five days is a past practice currently still in effect. The District has not, and does not intend to, give notice to discontinue this practice as part of the 2023-2025 negotiations. The

District has no interest in including the proposed language in the 2023-2025 collective bargaining agreement.

Tentative Agreements

1. EREA Proposal - Sick Leave Buyback, June 15, 2023. June 27, 2023 - The parties have agreed to discuss the Sick Leave Buyback separately from the 2023-2025 negotiations.

The following is in response to proposals, agreements and clarifications presented by EREA on June 15, 2023.

Proposals

2. EREA Proposal - Hourly Academic Wages, June 15, 2023 (*Compensation for Making Sub Plans & Relocation Pay & Appendix F & Homebound & Student Teacher*) - The district will consider the proposal as part of an overall economic proposal once all economic proposals are presented and costing is completed. The current costing of the additional due process day for special education, other pay to MA Step 1, and pay for substitute lesson plans due to PD equates to an additional $140,000 in cost to the two year contract.

3. EREA Proposal - Education Specialist/PHD Lane, June 15, 2023. The district will consider the proposal as part of an overall economic proposal once all economic proposals are presented and costing is completed. The cost to move the Psychologist is $82,847 over the two year contract in addition to the $140,000 identified in #1.

4. EREA Proposal - Sick Leave Buyback, June 15, 2023. The District is willing to have further discussion regarding a pilot program related to sick leave buy back outside of the current contract negotiations. The district is not interested in including such language in the current contract due to the uncertainty of the program's results and desire to pilot such a program for up to three (3) years. In addition, any such discussion must recognize the IRS constructive receipt requirements and OPEB issues related to such programs.

5. EREA Proposal - Article 19, Period of Employment, June 15, 2023 *(On Demand, OD Committee, eLearning & Juneteenth).*
    a. The District has no interest in changing the current language in Article 19 - Period of Employment. The designation of conference, instructional and professional development days is an inherent management right of the District. The language clearly defines the number of days for teacher workshops and holidays. All other days included in the 190 contract days (except workshop and holidays) are at the discretion of the District.
    b. The District is willing to continue the previous Memorandum of Agreement related to E-Learning days and include it in the appendix of the agreement.
    c. State law defines Juneteenth (June 19) as a day that public employers can not conduct business. Therefore, state law dictates that the day is not a work day.
    d. The district will not agree to any language related to the On-Demand day, including, but not limited to, any restriction on the District’s right or inability to unilaterally modify or eliminate the On-Demand Day.

6. EREA Proposal - Personal Leave Sell Back Date Change, June 15, 2023. The District would agree to change the date for payment of unused personal leave from April 1st to May 1st. Administrative procedures and other year end processes do not permit a June 1st date due to time restrictions on completing the work prior to the fiscal year end.

7. EREA Proposal - Workplace Safety/Employee Protection and Damage Reimbursement, June 15, 2023. The District does not see a need to include the proposed language in the agreement. State laws MN §121A.64 and MN §182.676 as well as School Board Policy #529 defines the requirements for notification and safety committees.
    a. School Board Policy #529 is currently in place in order to notify staff regarding a student with a history of violent behavior.
    b. Currently, each building utilizes other existing safety-related meetings (e.g., crisis response meetings, code medical meetings, safe schools meetings, weekly admin/counselor meetings, staff meetings) to discuss safety items specific to their building. Frequency of meetings vary. This arrangement was found to be sufficient during a 2018 MN OSHA inspection, and no safety committee citations were issued. In addition, the District is working on a management plan to provide additional guidance regarding the purpose and responsibilities of a safety committee.

EREA Counter Proposals - June 15, 2023

1. EREA Proposal - Article 7.5 (Substitute or Temporary Teaching Assignments), pay for hard to fill positions. The District will consider any written counter proposal presented by EREA.

8. EREA Proposal - Article 24 Publication of the Master Agreement. The District would agree to permit teachers to print the master agreement using district printers at no charge.

Tentative Agreements

1. Agreement to remove the fair share language - See May 17, 2023 District Article 7 proposal.
2. Agreement to correct title language in Article 8.4.3 and Article 8.7.2.1 See May 17, 2023 District Proposal
3. Agreement to modify the personnel file language from three (3) to five (5) business days - See District May 17, 2023 proposal.

Clarification of District Proposal - Article 8

a. Section 8.10 (LONG-TERM LEAVE).
b. Section 8.12 (CHILD CARE LEAVE)
c. Section 8.13 (DEPENDENT CARE LEAVE)
    i. The District proposed language to the return to work language in 8.10.4, 8.12.6 and 8.13.7 "*to create efficiencies and reduce administrative burdens in the teacher staffing process in determining those teachers returning for the next school year"* is intended to apply to those teachers on full school year leaves and not those on a partial year leave.

The School District reserves the right to amend or withdraw any proposal as well as submit any new proposals at any time prior to a full tentative agreement reached on a successor agreement.

MEMORANDUM OF AGREEMENT
BETWEEN
THE ELK RIVER EDUCATION ASSOCIATION
AND
AFSCME COUNCIL 65 - LOCAL 3331
AND
INDEPENDENT SCHOOL DISTRICT 728
REGARDING THE ESTABLISHMENT OF A JOINT LABOR MANAGEMENT GROUP RELATED TO SAFETY

This Memorandum of Agreement ("MOA") is entered into by and between the Elk River Education Association ("EREA"), AFSCME Council 65- Local 3331 ("AFSCME"), and Independent School District No. 728, Elk River ("District").

WHEREAS, the EREA, AFSCME and the District have a mutual desire to work together to discuss and develop solutions related to student and staff safety that are not already addressed in Minnesota Statutes Chapter 182, Occupational Safety and Health;

NOW, THEREFORE, the parties hereby agree to establish a joint Safety Labor Management Committee (Safety LMC) comprised of members from EREA, AFSCME and the District Administration under the following terms and conditions

1. **Term.** This MOA will be in effect for the 2023 - 2024 school year.

2. **Assignment.** The joint Safety LMC shall meet three (3) times during the school year on mutually selected dates between the co-chairs. Additional meetings may be scheduled by unanimous approval of the Co-Chairs.

   The joint Safety LMC shall consist of the following members:

   a. Four (4) members from the AFSCME bargaining unit plus the Ex-Officio member. The AFSCME members will be selected by the Local 3331 President.
   b. Four (4) members from the EREA bargaining unit plus the Ex-Officio member. The EREA members will be selected by the EREA President.
   c. Four (4) District Administrators to be selected by the Superintendent or his/her designee, plus the Ex-Officio member.
   d. The Ex-Officio members shall be the EREA President, the AFSCME Local 3331 President and the Executive Director Human Resources or their designee.
   e. The co-chairs from each group will be designated by the applicable Ex-Officio member.

   The following protocols shall be adopted related to the Safety LMC meeting structure and processes:
   a. Agendas will be jointly developed by the co-chairs and distributed to the committee no later than five (5) calendar days prior to the meeting.
   b. All agenda items must be related to student and staff safety processes and/or procedures and shall not be contractual or personnel related.

c. If the agenda is not prepared and distributed five (5) calendar days prior to the meeting, the meeting will be canceled.

3. **No Precedent or Past Practice.** Nothing in this MOA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between the District and the Unions. No party may submit this MOA in any proceeding as evidence of a precedent or practice.

4. **Entire Agreement.** This MOA constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document or the Master Agreement. The MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below. *By signing below, each party acknowledges that it understands and voluntarily agrees to be legally bound by all terms of the MOA.*

AUTHORIZED AFSCME REPRESENTATIVE

Date: _____ _____
AFSCME Local 3331 President

AUTHORIZED EREA REPRESENTATIVE

Date: _____ _____
EREA President

INDEPENDENT SCHOOL DISTRICT NO. 728

Date: _____ _____
Superintendent

Date: _____ _____
Executive Director, Human Resources

ISD 728 /Elk River Education Association
2023 - 2025 Negotiations
District Counter Proposal – Substitute or Temporary Teaching Assignments
August 21, 2023

ARTICLE 7: SALARIES

7.5 SUBSTITUTE OR TEMPORARY TEACHING ASSIGNMENT

7.5.1 Substitute Teaching Assignments ~~Five (5) Consecutive Days or Less~~

7.5.1.1 ~~When a full-time teacher agrees to accept a substitute teaching assignment for a period of five (5) consecutive days or less for the same absent teacher, either during their preparation period or by taking another teacher's class, thus adding to the teacher's regular class load, the teacher shall be paid at the teacher's step and lane for each class period of extra duty unless otherwise mutually agreed. This language shall not apply when students are added to study halls.~~

~~Effective July 1, 2022, the following language will replace 7.5.1.1.~~
When a full-time teacher agrees to accept a substitute teaching assignment for:

- the same absent teacher or;
- to cover the same vacant position or;
- by taking an absent teacher's class thus adding to the teacher's regular class load or;
- by taking students assigned to a vacant position thus adding to the teachers regular class load or;
- during their preparation period for a single day,

the teacher shall be paid at 110% of the teacher's hourly rate for each class period of extra duty unless otherwise mutually agreed. This language shall not apply when students are added to study halls or when students are permanently reassigned to another teacher at the discretion of the District.

7.5.1.2 For the purposes of 7.5.1.1 the definition of teacher includes all staff defined as teachers within the collective bargaining agreement with the exception of ABE teachers.

7.5.2 ~~Substitute Teaching Assignments Six (6) Consecutive Days or More~~

~~7.5.2.1 When a full-time teacher agrees to accept a substitute teaching assignment for a period of six (6) consecutive days or more for the same absent teacher, either during his/her preparation period or by taking another teacher's class, thus adding to the teacher's regular class load, the teacher shall be paid at the rate of one hundred twenty percent (120%) of the teacher's hourly rate of pay, beginning on the sixth (6th) day and on consecutive days thereafter, for~~

~~each class period of extra duty unless otherwise mutually agreed. This language shall not apply when students are added to study halls.~~

~~Effective July 1, 2022, section 7.5.2 will sunset and all provisions of 7.5.2 will be paid in accordance with section 7.5.1.~~

~~7.5.2.2 For the purposes of 7.5.2.1 the definition of teacher includes all staff defined as teachers within the collective bargaining agreement with the exception of ABE teachers.~~

7.5.~~3~~ 2 Special Education Student Assessments During Prep Time

7.5.~~3~~ 2.1 With prior approval from administration, when a special education teacher conducts student assessments during preparation time, the teacher shall be paid at the teacher's step and lane for each class period of extra duty unless otherwise mutually agreed.

7.5.~~4~~3 Temporary Teaching Assignments

7.5.~~4~~.3.1 When a full-time teacher agrees to accept a temporary teaching assignment through the normal application process becoming the teacher of record (i.e., overload) during his/her preparation period, thus adding to the teacher's regular class load, the teacher shall be paid at the rate of one hundred twenty percent (120%) of the teacher's hourly rate of pay, beginning on the first (1st) day and on consecutive days thereafter, for each class period of extra duty unless otherwise mutually agreed. The assignment of a temporary teaching assignment during the full-time teacher's preparation period shall be made by mutual agreement through a Memorandum of Agreement between the School District, the Association, and the teacher in accordance with Section 6.1.3 of this Agreement.

7.5.3.2 By mutual agreement between the District, the Association and the teacher,, the provision of section 7.5.3.1 may be applied to unique circumstances not addressed in sections 7.5.1 and 7.5.3.