

Dakota County United Educators Fall New Teacher Meeting



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This handout summarizes parts of the Collective Bargaining Agreement between Dakota County United Educators and District #196. Please refer to the Agreement for further information or call DCUE staff.

www.dcue.org

Revised: 9/21/09

BLUE OR WHITE CONTRACT?

Definitions

- NOTE: “Blue-White” are District 196 terms (no other districts use these terms). “Probationary-Continuing Contract (tenure)” are Minnesota statutory terms.
- Blue contract probationary teacher (long-term substitute): no rights to a position, but filling in for *continuing contract teacher on leave*
 - One year in duration
 - Subject to annual renewal
- White contract probationary teacher: also no rights to a position, but working in an *open position (where no teacher is on leave)*
- Continuing contract teacher (commonly referred to as *tenure*): owns the rights to a position
 - Always white contract

Probationary Period

- Years that count
 - **Full-year** as blue contract probationary teacher, including all inservice days (long-term substitute)
 - **Partial year** (60 days or more-new 2005) **or full year** as a white contract probationary teacher
- Years required
 - **Three**, if you have NEVER achieved continuing contract status in another MN district
 - **One**, if you have previously achieved continuing contract status in another MN district
- Note: Three years are ALWAYS required, if you are subsequently hired by Minneapolis, St. Paul, or Duluth (correctly referred to as *tenure* in these districts).

Achieving Continuing Contract

- Must complete probationary period (above) and be offered a contract to an *open* position
- Question: Can a teacher spend more than three years in a MN district as a probationary teacher *without* achieving continuing contract?

Resignation (date certain – untested)

- No statutory date defined.
- July 1? (most likely date for probationary teachers to submit their resignation)
 - Date by which District must give you notice of non-renewal
- If you resign after July 1 (most likely) or during the school year without fulfilling your contract, the District can report you to the Minnesota Department of Education and the Board of Teaching may suspend your teaching license for a period of time, typically one year.

SECTION 6 – BASIC SCHEDULES AND RATES OF PAY

6.1 Basic Compensation

- No step movement until a successor agreement is negotiated. Lane movement is allowed. (6.1.5)

6.3 Placement on Salary Schedule

- Graduate credits apply toward advancement on the salary schedule (watch for problems with continuing education classes offered by universities. The course must apply towards a graduate program). Undergraduate credits upon prior approval of Superintendent. (6.3.1)
- ISD 196 Graduate Credits apply. (6.3.2)
- Approved by Superintendent in writing. Pre-approval recommended. (6.3.3)
- Germane to the teacher’s teaching assignment (6.3.4)
- New teachers who attend New Teacher Workshop days receive 1.5 ISD 196 graduate credits. (6.3.5)
- New teachers placed on step of salary schedule at discretion of ISD 196. (6.3.6)

- Lane change schedule (6.3.8):

Coursework Completion Date (prior to)	Application Deadline	Official Transcript Deadline	Prorated Lane Change
First student contact day	October 15	November 15	100%
December 1	December 15	January 15	75%
February 1	February 15	March 15	50%
April 1	April 15	May 15	25%

- Credits beyond a particular lane must be earned subsequent to the earning of the degree. (6.3.9)

6.4 Training Level Qualifications

- BA, BA+15, BA+30, BA+54/MA, MA+15, MA+30, MA+60/Specialist/Psychologist lanes. (6.4.1-6.4.8)
- Title I, Assurance of Mastery and Basic Skills teachers have access to all lanes, starting 7/1/03. (6.4.9)

6.5 Increment Advancement

- All teachers, including long-term subs, receive a step if employed the following year without Break in Service. (6.5.1)
- No advancement into shaded portion – BA, BA+15 and BA+30 (6.5.2)

6.6 Additional assignments

- Additional assignments not part of continuing contract, unless in individual contract.

6.8 Assignment of Co-curricular Duties

- ISD 196 may assign teachers to co-curricular assignments on an equitable basis.
- ISD 196 hires qualified teachers whenever possible.

6.9 Pay for Extended Service

- Regular contracted assignments beyond regular school year paid on prorated basis.

SECTION 8 – LEAVES OF ABSENCE

8.1 Sick Leave

- 1.0 FTE teachers earn 96 hours of sick leave. Less than 1.0 FTE is prorated. (8.1.1)
Credited at beginning of each school year.
None earned while on unpaid status.
- Maximum accumulation – 1,600 hours of sick leave. Maximum carryover at beginning of following school year – 1,504 hours. (8.1.2)
- No carryover after Break in Service.
- Uses: (8.1.4)
Illness of teacher or teacher’s child.
40 hours per occurrence for serious illness of full-time teacher’s: brother, sister, grandparent, grandchild, parent of teacher’s spouse, all in-laws of same degree, and legal conservatee.
56 hours per occurrence for serious illness of full-time teacher’s spouse or parent.
Part-time prorated.
Minimum of four hours (full-time teachers) or scheduled work hours in a workday (part-time teachers).
Minimum number of hours of use:

Scheduled Work Hours	Allowable Sick Leave Hours
8 hours or more	4, 8, or up to their scheduled work hours
4, up to 8 hours	4, or up to their scheduled work hours
Less than 4 hours	Their scheduled work hours

- Resignation, termination or discharge – required to repay advanced sick leave. (8.1.8)
- None earned during sabbatical leave or unpaid leave of absence. (8.1.9)

- May Supplement Worker's Compensation. (8.1.10)
- May Supplement LTD Benefits. (8.1.11)

8.2 Medical Leave

- May be granted a medical leave of absence without pay for the duration of said illness/disability or the remainder of the school year, whichever comes first. (8.2.1)
- Such leave shall run concurrently with FMLA leave if the teacher is eligible. (8.2.1)
- A teacher may only request to renew this leave four (4) times, not to exceed five (5) consecutive years, on a medical leave of absence. (8.2.2)

8.3 Bereavement Leave

- For spouse, child or parent, first three days per occurrence not deducted from sick leave or personal leave. Remainder deducted from sick leave or personal leave, or unpaid. (8.3.1)
- Other Persons deducted from sick leave or personal leave, or unpaid. (8.3.2)

8.4 Military Leave

- Per Minnesota Statutes.

8.5 Family Leaves

- **Childbirth:** Commencing on the date of birth, six continuous calendar weeks or the numbers of weeks recommended by a physician. Use sick or personal leave. Remainder unpaid. May be extended under FMLA Leave. (8.5.1)
Extension through end of school year automatically granted on unpaid basis.
- **Adoption:** Twenty (20) duty days. Use sick and personal leave. Remainder unpaid. May be extended under FMLA Leave. (8.5.2)
Extension through end of school year automatically granted on unpaid basis.
- **Family Care:** Up to twelve calendar months. Discretionary. Unpaid. (8.5.3)
All eligible.
Reasons:
 - Extending Childbirth or Adoption Leave beyond FLMA Leave,
 - Illness of child, spouse or parent, when all sick leave, personal leave, and FMLA Leave exhausted, or
 - Leaves of a full year to care for child.
 Extensions considered on individual basis.
Must notify on or before March 1 of plan to return to teaching.
- **Notification:** Three months advance notice in writing or as soon as possible. (8.5.5)
- **Summer Months:** ISD 196 contribution toward group insurance for the months of July and August if teacher returns at beginning of that school year. (8.5.11)

8.6 Personal Leave (NOTE: Maximum of three days per year.)

- **First-year Probationary:** three days per year for reasons. (8.6.1)
Probationary after First Year: one day without reasons and two days per year with reasons. If day without reasons is not used, paid out at current daily sub rate. (8.6.2)
Continuing Contract (Non-Probationary): three days per year without reasons. If not used, paid out at current daily sub rate. (8.6.3)
- **Ineligible Days:** Personal leave days may be used without stating a reason, except as follows:
 - A. During the first ten (10) student contact days
 - B. Mondays and Fridays during the last twenty-five (25) student contact days of the school year
 - C. The Tuesday following Memorial Day
 - D. The last two (2) student contact days
 - E. Staff development days during the student year
- **Allowable Reasons** (8.6.5)
 - A. Property closing.
 - B. Court appearances.
 - C. Emergency causing serious physical damage to property.
 - D. Bereavement Leave.

- E. Religious observance.
- F. Attendance at wedding
- G. Attendance at graduation of teacher’s son, daughter, brother, sister, parent, spouse or self.
- H. All leaves under Family Leaves.
- I. Attendance at school event of child (pre-school through post-secondary). Limited to sixteen (16) hours per school year.

- **Minimum number of hours of use:** (8.6.6)

Scheduled Work Hours	Allowable Personal Leave Hours
8 hours or more	4, 8, or up to their scheduled work hours
4, up to 8 hours	4, or up to their scheduled work hours
Less than 4 hours	Their scheduled work hours

- **Notification:** In writing at least three days in advance except in emergency. (8.6.7)
- **Building Limitations:** See agreement (8.6.8)

8.7 Jury Duty

- With pay. Reimburse fees received, minus travel allowance. Must report to school until duty is confirmed.

8.8 Short-Term Leave of Absence without Pay

- May authorize unpaid leave(s) of absence totaling five days per year per teacher.

LOU Sick Leave Bank

SECTION 7 –GROUP INSURANCE

7.1 Health and Hospitalization Insurance

- **Single:** \$409.00 per month. Balance paid by the teacher through payroll deduction. (7.1.1)
- **Employee Plus One Dependent:** \$814.00 per month. Balance paid by the teacher through payroll deduction. (7.1.2)
- **Family Coverage:** \$951.00 per month. Balance paid by the teacher through payroll deduction. (7.1.3)
- **Spousal Coverage:** One full premium for one family coverage (two teachers employed by ISD 196 with one or more dependents.)

7.2 Term Life Insurance

- \$50,000 of term life insurance coverage for full-time teacher. Option of purchasing additional units to be paid by the teacher through payroll deduction.

7.3 Long-Term Disability Insurance

- 2/3 of salary tax-free commencing after 90 consecutive calendar days of disability due to sickness or accident. Paid by the teacher through payroll deduction.

7.4 Dental Reimbursement Plan

- ISD 196 contribution to dental care plan administered by DCUE.

7.5 Eligibility

- At least .75 FTE contract for more than four consecutive months.

7.7 Duration of Insurance Contribution

- **Termination and Summer Months:** ISD 196 contributions shall cease on last working day.
- Exception for July and August:
 - Employed on long-term substitute contract through end of school year,
 - Enrolled in ISD 196's group insurance program,
 - Rehired for subsequent school year in a position that qualifies for group insurance benefits, and
 - Signs a teaching contract for subsequent year on or before the first student contact day or thereafter at the discretion of the Human Resources Department.

SECTION 9 – HOURS OF SERVICE AND LENGTH OF SCHOOL YEAR

- 9.1 Teacher Duty Days**
185 duty days, including nurses
- 9.2 Teacher Basic Day**
8 hours, inclusive of lunch
Nurse Exception (inclusive of lunch):
A. Elementary: 7 hours per day
B. Middle School: 7.5 hours per day
C. High School: 8 hours per day
D. Early Childhood and School of Environmental Studies: 6.5 hours per day
- 9.3 Building Hours**
Specific hours for each building designated by ISD 196
- 9.4 Preparation Time**
9.4.1 Secondary Teachers:
maximum assignment of subjects – five periods (six-period day) or six periods (seven- or eight-period day)
one period during the school day for preparation and conferences
9.4.2 Elementary Teachers
comparable to that provided secondary teachers in ISD 196 within the student contact day
prep time scheduled at one or two uninterrupted time periods during the school day
- 9.5 Additional Activities**
“reasonable” non-teaching services as assigned by ISD 196
- 9.6 Duty Free Lunch**
minimum of 25 consecutive minutes
Nurse Exception: one-half hour lunch period during the basic work day, but compensated at the normal pay rate while “on call”
- 9.7 Part-time/Itinerant Teachers**
9.7.1 **Lunch Time:** Paid lunchtime if starting work before 11:30 a.m. and finishing after 1:00 p.m.
9.7.2 **Preparation Time:** The minimum amount of preparation time for a part-time teacher shall be determined as follows:
A. Student instructional time: total time employed (minutes per day) multiplied by .87 (less lunch, if any)
B. Prep time: total time employed multiplied by .13
9.7.3 **Travel Time:** an additional reasonable amount of time to travel between assigned buildings; not included in instructional time
- 9.8 Extra Compensation for Nurses**
At the prevailing nurse rate of pay
- 9.9 Variations**
By mutual agreement between building principal and a committee of teachers designated by the DCUE
May be rescinded at start or the end of the year
- 9.10 Emergency Closings**
If student contact day lost for any emergency, District may designate make-up days.

KNOW YOUR CONTRACT

THE SALARY SCHEDULE

- How does it work?
- Am I placed in the cell/on the step where I belong?
- Am I getting paid the correct amount if I work part time?
- What is the process for moving from one lane to another?
- Am I paid appropriately for my extra-curricular assignment?

LEAVE POLICIES

- What are the definitions for each type of leave?
- What are the procedures for taking leave?
- Who do I contact and when?
- Do I have personal leave? How much?
- What do I do when I need to go to a funeral?
- How do I get maternity/paternity/parental child care leave?

BENEFITS

- Insurance – am I getting what I am entitled to?
- If I need to change my status, how do I do it?
- Are my beneficiaries listed correctly?
- Have I filled out all the necessary forms?
- When is the open enrollment period?
- What retirement contributions are being made for me? What can I make for myself?

EVALUATION

- Who will evaluate my performance?
- When will evaluations occur?
- Is there a formal evaluation form?
- Are there materials I should prepare/provide for the evaluation?
- How and when should I respond to the evaluation?

Evaluations (By Statute)

- 3 times during the year for 120 or more days of teaching service
- 2 times for 60 to 119 days
- 1 time for fewer than 60 days

PERFORMANCE APPRAISAL SYSTEM (PAS) FOR PROBATIONARY TEACHERS

- All sites are using a new Performance Appraisal System (PAS) for probationary teachers.
- Absolute firewall between Q Comp activities and your principal's evaluations

DISCIPLINE

IN THE EVENT OF A PROBLEM OR INCIDENT

The first stage of an incident is often filled with trauma, which can hinder clear thinking. Therefore, you should not take precipitous and potentially unwise actions. In the first few minutes or hours following an incident, you should:

DO:

- DO contact the Worksite Rep in your building or the DCUE office immediately.

- DO write down *immediately* everything that happened – a narrative including time, date, and location, names of involved persons, witnesses, and actual words spoken.
- DO keep copies of all correspondence and papers relating to the situation.

DO NOT:

- DO NOT make spontaneous responses to charges brought against you.
- DO NOT appear at any accusatory hearing (including a meeting with an administrator), unless accompanied by a DCUE representative or a Worksite Rep. If you are called in for a meeting that becomes one that involves or could lead to discipline, ask to stop the meeting until a DCUE Worksite Rep or another witness of your choosing can be present.
- DO NOT attempt to defend yourself alone.
- DO NOT accept “an opportunity to resign” without discussing its implications with the DCUE office.
- DO NOT complain to parents.

DCUE Website: www.dcue.org

DISCIPLINARY MEETINGS

If called to a meeting involving potential discipline with your principal or other District personnel, make the following statement before or at any time during the meeting:

“If this discussion could in any way lead to my being disciplined or terminated, or effect my personal working conditions, I respectfully request that my union representative be present at this meeting. Without representation present, I choose not to participate in this discussion.” (Weingarten Right)

CRIMINAL MISCONDUCT ALLEGATIONS

If asked by your principal, District personnel, or a police officer to provide information about an allegation of employee-related criminal misconduct, make the following statement:

“I am a DCUE member and have been advised not to answer questions until I have had the opportunity to seek legal counsel. I respectfully request to call my union representative.”

Dakota County United Educators 7373 W 147 th St Ste 107 Apple Valley MN 55124-7532 952-431-4046 / 800-591-0880 Fax: 952-891-6492	DCUE Staff: Aaron Van Moorlehem DCUE Staff: Cheryl Rosheim DCUE Secretary: Mary Montez DCUE President: Jim Smola
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WARNINGS TO EMPLOYEES

When public school employees are questioned by their employer

WEINGARTEN RIGHT

- 1) What It Is
The right to have a union representative present when subject to questioning that could lead to discipline.
- 2) Legal Basis
NLRB v. J. Weingarten, Inc., 420 U.S. 251, 95 S.Ct. 959 (1975)

3) How It Works: EMPLOYEE MUST TRIGGER!!

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.

4) Penalties

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

5) 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

1) 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.

2) Legal Basis

Minnesota Statute § 13.04, subd. 2

3) 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:

- Why the data is being requested (the purpose);
- How the data is intended to be used;
- Whether the individual may refuse or is legally required to supply private or confidential data;
- 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
- 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 Tennesen warning to employees.

4) Penalties

There are several potential consequences for failure to give a Tennesen 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 Tennesen warning. If no Tennesen 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.

5) Notes

The employer does not need to give a Tennesen 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).

INTERNET & E-MAIL IN THE SCHOOLS

1) Privacy

- Do not expect either Internet or e-mail messages to be private.
- Employer “owns” the system; ownership = control.
- Even if you designate a message as “confidential” or “private”, do not expect privacy.
- Best option – avoid sending confidential or private messages over the internet or through e-mail.
- Even deleted messages are retrievable.
- Messages are discoverable in litigation (including deleted messages).
- Every time you send an e-mail ask yourself “would I want my boss to read this?”.

2) Policies

- Internet and e-mail use viewed as privilege, not a right. District has the right to restrict or prohibit access at any time or for any reason. Typical restrictions prohibit inappropriate or unlawful use, and personal use.
- Restrictions may be asserted by Internet service providers, which require districts to have each employee sign contract agreeing to access conditions. Some districts may independently impose restrictions through policies governing staff and student use of Internet and e-mail.
- Conditions from either service providers or districts typically prohibit unlawful, improper, or inappropriate use. Examples of prohibited use include:
 - Invasion of privacy
 - Sexual harassment
 - Viewing or transmitting language, material, or images that are defamatory, pornographic or obscene
 - Copyright infringement
 - “Overloading” the Network
 - Personal use if personal use is prohibited by employer
- Conditions sometimes include assumption of risk for inappropriate student use. Watch for this. Work towards “reasonable supervision” standard. Being responsible for all student use of Internet at all times and in all places is not reasonable. Students should be held independently responsible for Internet access and use.
- District has the right to pass and implement a policy governing Internet and e-mail use. The exclusive rep has the right to bargain over the effects of implementing the policy. The right to bargain is most commonly triggered by policy language that says “you-can-be-disciplined-for-violating-this-policy.” Bargaining is over “how” and “when” and “for what” can discipline be imposed.
- Make sure discipline provisions are consistent with law and the contract.
- Guard against overuse of the internet for personal use during the school day.

3) Union Use

- Union has right to use mail system, whether snail or instant. What agreement does union have on use of in-house mail system for union business? Same policy or agreement applies to union use of email, voice mail, and Internet.

MANDATORY REPORTING ACT

1) What are the requirements of the Mandatory Reporting Act?

An education professional who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years, is required to immediately report the information to the local welfare agency, police department, or county sheriff. However, if the report is about abuse in school, both the oral and written report may be made to the Department of Education. (651) 582-8725.

2) How should a report be made?

An oral report shall be made immediately by telephone or otherwise. An oral report made by a person required to report shall be followed within 72 hours, not counting weekends and holidays, by a written report to the appropriate police department, county sheriff or local welfare agency. The report must identify the child, any person believed to be

responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.

3) What is sexual abuse?

“Sexual abuse” means the subjection of a child to any act which constitutes criminal sexual conduct by a person responsible for the child’s care, by a person who has a significant relationship to the child, or by a person in a position of authority. Sexual abuse also includes any act which involves a minor and constitutes a violation of any juvenile prostitution, performance or pornography statute. Sexual abuse includes threatened sexual abuse.

4) What is physical abuse?

“Physical abuse” means any physical or mental injury, or threatened injury, inflicted by a person responsible for the child’s care on a child other than by accidental means, or any physical or mental injury that cannot reasonably be explained by the child’s history of injuries, or any aversive and deprivation procedures that have not been authorized by the Commissioner of Human Services or the Commissioner’s designee.

- “Mental injury” means an injury to the psychological capacity or emotional stability of a child, as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior, with regard to the child’s culture.
- “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury.

5) What is neglect?

“Neglect” means failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter or medical care when reasonably able to do so; failure to protect a child from conditions or actions which imminently and seriously endanger the child’s physical or mental health when reasonably able to do so; or failure to take steps to ensure that a child is educated in accordance with state law. A child is not neglected solely because the child’s parent, guardian, or other person responsible for the child’s care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care; except that there is a duty to report if a lack of medical care may cause serious danger to the child’s health. “Neglect” includes prenatal exposure to a controlled substance used by the mother for a non-medical purpose. Neglect also means “medical neglect” such as failing to respond to a child’s life threatening condition by providing treatment, including appropriate nutrition, hydration, and medication.

6) Who is a person responsible for a child’s care?

“Person responsible for the child’s care” means:

- (a) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities; or
- (b) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, baby-sitting whether paid or unpaid, counseling, teaching, and coaching.

7) What is the penalty for failure to report?

An education professional who knows or has reason to believe that a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years, and fails to report is guilty of a misdemeanor.

8) Can I be sued or retaliated against for reporting?

An education professional who makes a report in good faith, under this law, is immune from civil or criminal liability. Also, the employer cannot retaliate against an employee who makes a report in good faith, and the employer is subject to a penalty up to \$10,000 and payment of actual damages to the employee if it retaliates. There is a presumption of retaliation if the employer takes adverse action within 90 days of the report. The name of the reporter cannot be revealed for any reason during the investigation. Once the investigation is concluded, the name can only be revealed by a court determination that the report was made in bad faith and was false.

9) Am I entitled to know what happened as a result of my report?

Any person mandated to report shall receive a summary of the disposition of any report made by that reporter, unless release would be detrimental to the best interests of the child.

- 10) The school district has a policy of reporting to school administrators.
 The employee should report to **BOTH** the local authorities and the administration. Reporting only to the administration is not enough under the law. If you were not aware of any district policy, you cannot be disciplined for failure to follow the policy. You will always be subject to criminal prosecution for failure to report to local authorities. Ignorance of the law is not an excuse.
- 11) What if I am having difficulty deciding whether to report?
 If an employee has any questions as to whether to report, **A REPORT SHOULD BE MADE**. Always err on the side of reporting.

TYPES OF DATA

Disciplinary Data	Types of Data on Individuals	Public Personnel Data
<p>The following disciplinary data is public:</p> <ul style="list-style-type: none"> • Existence and status of any complaints of charges against the employee, regardless of whether the complaint or charge resulted in disciplinary action. The basis of the charge is not public. For example, the employer may say that a complaint has been received and that it is being investigated. However, the District may not say that the complaint alleges sexual harassment or reckless driving. • Final disposition of any disciplinary action. When final disposition occurs depends on whether the employee has a right to arbitrate the discipline. For those employees covered by a collective bargaining agreement, final disposition occurs once the arbitrator issues a decision, or, if no grievance is filed, once the timelines for filing a grievance have run. If the employee is not covered by a collective bargaining agreement, final disposition occurs once the governing body makes a final decision on the discipline. If an employee resigns prior to the arbitrator’s ruling or the governing body’s final decision, the resignation is not a final disposition. • The specific reasons for any disciplinary action and data documenting the basis for the action (excluding data that would identify confidential sources who are employees). This may include all documents obtained and created as part of the investigation. A school district does not have to create a document listing information that is known to its administrators but is not recorded. <i>Pursuant to federal law, the results of a drug test cannot be released to the public, even if a positive drug test was the basis for discipline.</i> • Terms of an agreement setting an employment dispute, including a buyout agreement. If the agreement involves the payment of more than \$10,000, it must list specific reasons for the payment of this sum. <p>****NOTE: if the data is not disciplinary, it is not public. A reprimand is public data; a directive is private data.</p>	<p>PUBLIC DATA: Data which is accessible to the public pursuant to Minn. Stat. 13.03</p> <p>PRIVATE DATA: Data which is made not public by statute or federal law applicable to the data but which is accessible to the subject of the data.</p> <p>CONFIDENTIAL DATA: Data which is made not public by statute or federal law applicable to the data and which is not accessible to the individual subject of the data.</p> <p>****NOTE: <i>The general rule under the Act is that all data is public, unless there is a specific exception. All personnel data not listed as public (see next column) is private.</i></p>	<p>All data listed below is public. All other personnel data is private.</p> <ul style="list-style-type: none"> • Name • Actual gross salary, salary range, contract fees • Actual gross pension • The value and nature of employer-paid benefits • The basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary • Job title • Job description • Education and training background • Previous work experience • Date of first and last employment • Work location • Work telephone number • Work email address • Badge number • Honors and awards received • Payroll time sheets or other comparable data that are only used to account for employee’s work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee’s reasons for the use of sick or other medical leave or other not public data • City and county of residence • Certain disciplinary data (see Disciplinary Data column) • Terms of any settlement agreement (see Disciplinary Data column)

EMPLOYEE ASSISTANCE PROGRAM FOR DISTRICT 196 STAFF

Growth Dynamics, Inc. 952-890-2807 1/800-695-3045	Call ANYTIME for assistance with: <ul style="list-style-type: none"> • Chemical Issues • Personal Problems • Family & Marital Problems • Children or Parent Issues • Financial Problems • Legal Problems
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CREDIT UNIONS

The philosophy of credit unions is that once you are a member, you are always a member. Join now.

FLEXIBLE SPENDING ACCOUNTS

You should consider using pre-tax dollars to pay for daycare, health-related costs, etc. Contact the District Office with questions.

TEACHERS' RETIREMENT ACCOUNT (TRA)

You contribute 5% of your salary and the District contributes 5% of your salary. This is done automatically through payroll deduction.

MN STATUTE 122A.20, SUSPENSION OR REVOCATION OF LICENSES.

Subdivision 1. GROUNDS FOR REVOCATION, SUSPENSION OR DENIAL.

- (a) The board of teaching or the commissioner, with the advice from an advisory task force of supervisory personnel established under section 15.014, whichever has jurisdiction over a teacher's licensure, may, on the written complaint of the school board employing a teacher, a teacher organization, or any other interested person, refuse to issue, refuse to renew, suspend, or revoke a teacher's license to teach for any of the following causes:
 - (1) Immoral character or conduct;
 - (2) Failure, without justifiable cause, to teach for the term of the teacher's contract;
 - (3) Gross inefficiency or willful neglect of duty; or
 - (4) Failure to meet licensure requirements; or
 - (5) Fraud or misrepresentation in obtaining a license.

The written complaint must specify the nature and character of the charges.

The board of teaching or the commissioner of department of education, whichever has jurisdiction over a teacher's licensure, shall refuse to issue, refuse to renew, or automatically revoke a teacher's license to teach without the right to a hearing upon receiving a certified copy of a conviction showing that the teacher has been convicted of child abuse.... or sexual abuse....

8700.7500

CODE OF ETHICS FOR MINNESOTA TEACHERS

Subpart 1. Scope.....

Subp. 2. Standards of professional conduct. The standards of professional conduct are as follows:

- A. A teacher shall provide professional education services in a nondiscriminatory manner.
- B. A teacher shall make reasonable effort to protect the student from conditions harmful to health and safety.
- C. In accordance with state and federal laws, a teacher shall disclose confidential information about individuals only when a compelling professional purpose is served or when required by law.

- D. A teacher shall take reasonable disciplinary action in exercising the authority to provide an atmosphere conducive to learning.
- E. A teacher shall not use professional relationships with students, parents, and colleagues to private advantage.
- F. A teacher shall delegate authority for teaching responsibilities only to licensed personnel.
- G. A teacher shall not deliberately suppress or distort subject matter.
- H. A teacher shall not knowingly falsify or misrepresent records or facts relating to that teacher's own qualifications or to other teachers' qualifications.
- I. A teacher shall not knowingly make false or malicious statements about students or colleagues.
- J. A teacher shall accept a contract for a teaching position that requires licensing only if properly or provisionally licensed for that position.

Subp. 3. Statutory enforcement of code: complaints, investigation, and hearing.....

Subp. 4. Complaints handled by board.....

Subp. 5. Enforcement procedures.....

COMPLETE DOCUMENT AT: <http://www.revisor.leg.state.mn.us/arule/8700/7500.html>

3512.5200

CODE OF ETHICS FOR SCHOOL ADMINISTRATORS

Subpart 1. Scope.....

Subp. 2. Standards of professional conduct. The standards of professional conduct for school administrators are listed in items A to K.

- A. A school administrator shall provide professional educational services in a nondiscriminatory manner.
- B. A school administrator shall take reasonable action to protect students and staff from conditions harmful to health and safety.
- C. A school administrator shall take reasonable action to provide an atmosphere conducive to learning.
- D. A school administrator shall not misuse professional relationships with students, parents and caregivers, staff, or colleagues to private advantage.
- E. A school administrator shall disclose confidential information about individuals only when a compelling professional purpose is served in accordance with state and federal laws, and school district policies.
- F. A school administrator shall not knowingly falsify or misrepresent records or facts relating to the administrator's qualifications, or to the qualifications of other staff or personnel.
- G. A school administrator shall not knowingly make false or malicious statements about students, students' families, staff, or colleagues.
- H. A school administrator shall not accept gratuities, gifts, or favors that impair professional judgment, nor offer any favor, service, or item of value to obtain special advantage.
- I. A school administrator shall only accept a contract for a position when licensed for the position or when a school district is granted a variance by the State Board of Education under Minnesota Statutes, section 121.11, subdivision 7b.
- J. A school administrator, in filling positions requiring licensure, shall employ, recommend for employment, and assign only appropriately licensed personnel, or persons for whom the school district has been granted a variance by the appropriate state board or agency, unless, after making reasonable efforts to obtain a variance, an appropriately licensed person cannot be assigned and the position must be filled to meet a legitimate emergency educational need.
- K. A school administrator shall not engage in conduct involving dishonesty, fraud, or is representation in the performance of professional duties.

Subp. 3. Statutory enforcement of code, complaints, investigation, and hearing....

Subp. 4. Complaints handled by State Board of Education....

Subp. 5. Enforcement procedures.....

COMPLETE DOCUMENT AT: <http://www.revisor.leg.state.mn.us/arule/3512/5200.html>

NEA DUES-TAB INSURANCE

Here are 7 good reasons to register for NEA DUES-TAB Insurance:

1. You get up to \$1,000 of life insurance *at no cost to you*.
2. You get up to \$5,000 of accidental death and dismemberment (AD&D) insurance *at no cost to you*.
3. You get up to \$50,000 of no-cost AD&D insurance while on the job or engaged in Association activities.
4. You get coverage that is guaranteed with no health questions or medical exam.
5. You get coverage that can be converted to a guaranteed-issue term life plan when you retire.
6. You get coverage you can count on 24 hours a day, 7 days a week.
7. You get a guaranteed FREE benefit from the NEA Members Insurance Trust.

Call now to enroll and to designate your beneficiary: 1-800-637-4636.

For information on other Education Minnesota ESI, AFT and NEA Member Benefits, please call 651-292-4856.

AFT PLUS GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

As a new Education Minnesota and AFT member, you are entitled to \$12,000 of Group Term Life and Accidental Death & Dismemberment Insurance at NO COST for the first 12 months of being a new member. The premiums for this insurance are paid by the AFT for one year only from the effective date.

An activator form is distributed to all new teachers at the fall new teacher meeting. If you were unable to attend the meeting, contact the DCUE office (952-431-4046) for an activator form.

OUR ONLINE COMMUNITY

Connect With Members

DCUE updates our website regularly. Think of it as an online community that will help you connect with other members and fellow educators faster and easier than ever before.

Access to the Education Minnesota website, through www.dcue.org, offers interactive features like listservs, live chats and discussion forums, with more features to be added throughout the school year. Share lesson plans via grade and subject area bulletin boards. Read the latest local, state and national education news. Join a live chat with state leaders on hot topics. Find out who Education Minnesota recommends in this fall's elections. Lobby your state legislators on education-related issues.

You'll find news geared just for you as a member. The major sections include "Membership Benefits", "Professional Issues & Advocacy", "Events & Programs", "Families & Communities", "About Us", and "News & Publications". Let us know what you think. We'll seek your input throughout the year as we refine the site. With your feedback, we will shape a web community that provides our members with the information they need every day as professionals.

LOCAL ORGANIZATION DATA

Dakota County United Educators

7373 W 147th Street #107

Apple Valley MN 55124

www.dcue.org

Phone: 952-431-4046

800-591-0880

Fax: 952-891-6492

President: Jim Smola

952-431-4046

jim.smola@educationminnesota.org

Chairperson, DCUE Grievance Committee: Paul Eckhoff (PV)

vm# 3916

paul.eckhoff@district196.org

Your Worksite Rep:

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