

LICENSED PROFESSIONAL MASTER AGREEMENT FOR SOUTHERN MINNESOTA EDUCATION  
CONSORTIUM

2022 - 2024

This employee document governs the employment relationship between Independent School District No. 6083 Southern Minnesota Education Consortium (Consortium) and its Licensed Teachers, Nurses, Occupational Therapists, Qualified Mental Health Professionals/Clinical Trainees, Physical Therapists, School Psychologist, and Speech Pathologists (licensed professionals) as indicated.

The following provisions shall apply and are a part of this working agreement:

**1. BASIC SERVICES:**

Licensed professionals shall faithfully perform the services prescribed by the Consortium Governing Board or its designated representative, whether or not such services are specifically described in this working agreement; abide by the rules and regulations as established by the Consortium Governing Board and State Board of Education, any additions or amendments thereto, for the annual salary indicated below; and agree to teach/practice for the Consortium as assigned in such areas for which the licensed professional has the necessary license.

**2. DURATION:**

**Section 1. Term and Reopening Negotiations:**

This working agreement shall remain in full force and effect for the period commencing on July 1, 2022, through June 30, 2024, and thereafter until modifications are made pursuant to the PELRA.

**Section 2. Effect:**

This document constitutes the full and complete working agreement between the Consortium and licensed professionals of the Consortium. The provisions herein relating to terms and conditions of employment supersede all prior working agreements, resolutions, practices, policies, rules, Consortium regulations, concerning terms, and conditions of employment inconsistent with these provisions.

**Section 3. Severability:**

The provisions of this working agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this working agreement or the application of any provision thereof.

**Section 4. Equality:**

The provisions of this working agreement shall be applied equitably to all members of the unit without regard to race, creed, religion, color, disability, national origin, age, sex, or marital status.

**3. LICENSED PROFESSIONALS' RIGHTS:**

**Section 1. Rights:**

Licensed professionals' rights are listed in PELRA of 1971. These include but are not limited to 1) right to views, 2) right to join employee organizations, 3) right to meet and negotiate.

**Section 2. Personnel Files:**

Pursuant to Minnesota Statute § 122A.40, Subd. 19, as amended, all evaluations and files relating to each individual licensed professional shall be available to him or her during regular Consortium business hours upon written request. The licensed professional shall have the right to reproduce any of the contents of the files at his or her own expense, and to submit for inclusion in the file written information in response to any material contained therein. The licensed professional shall be informed by his or her department lead any time material or information is placed in his or her personnel file. However, the Consortium may destroy such files as provided by law.

**4. BASIC DAY/DUTY YEAR:**

**Section 1. Basic Day:****Subd. 1 Workday:**

The workday for licensed professionals shall be 8 hours inclusive of “duty-free” lunch time. Duty-free means 30 minutes of no direct student contact. All licensed professionals assigned as classroom teachers shall be provided a duty-free 30-minute lunch period, approved by the Consortium. All other licensed professionals shall report their 30-minute lunch period on their professional calendar for approval by the Consortium.

**Subd. 2 Preparation Time:**

Within the student day, for every 25 minutes of student contact time, a minimum of 5 additional minutes of preparation time shall be provided to each licensed professional. Preparation time shall be provided in 1 or 2 uninterrupted blocks during the student day. Exceptions to this time may be made by mutual agreement between the Consortium and licensed professional. This time shall be exclusive of lunch and will be provided during the regular student contact hours. (Minnesota Statute § 122A.50)

**Section 2. Duty Year:**

The licensed professional’s duty year shall be as adopted by the Consortium Governing Board, and the licensed professional agrees to teach/practice on those legal holidays on which the Consortium Governing Board is authorized to operate if the Consortium Governing Board so determines. In the event a duty day is lost due to any emergency not covered by the Consortium working agreement, the licensed professional agrees to perform duties on such other day in lieu thereof as determined by the Consortium Governing Board.

**Section 3. Length of School Year:**

Pursuant to Minnesota Statute § 126.12, the Consortium shall, with licensed professional input, establish the number of school days and licensed professional duty days for the next school year by April 1st of the preceding year. The length of the licensed professional’s working agreement school year shall consist of 185 duty days for licensed professionals including student days, orientation, workshops, and in-service days starting with the staff development days in August.

**Section 4. Licensed Professional Vacancies and Transfers:****Subd. 1 Posting:**

Vacancies, or new positions made available through the Consortium, shall be posted internally through the monthly memo and externally on the website and other vendors. Administration will consider internal candidates before external candidates.

**Subd. 2 Transfer Requests:**

Licensed professionals who desire to change position or building assignment must file a written statement. Such requests will be removed from the files on September 1 for the school year that follows. A licensed professional denied a transfer request may confer with the executive director, and the executive director shall provide reasons for the denial of transfer. These reasons and denial of transfer shall not be grievable.

**Section 5. Assignment and Primary Worksite:****Subd. 1 Definition of Assignment:**

An assignment in the Consortium is defined as the geographic area, schools, and students that an employee has been designated to serve by the executive director. The Executive Director will assign staff to schools and programs based on the programmatic needs of the Consortium and will notify staff of their projected assignment.

**Subd. 2 Definition of Primary Worksite:**

Staff are assigned a primary worksite when first employed and each year thereafter. The primary worksite shall be defined as the school assignment where the mileage calculation of the licensed professional’s duty day starts. Employees shall be assigned to a primary worksite where the employee provides most of his or her services, or to the Consortium office, or a school where office space is available. Consideration will be given to proximity to the employee’s home and student needs.

**Section 6. Summer Hours:**

The Consortium will set a predetermined amount of hours for B-3, ESY, and ALC Summer Credit Recovery based on student needs. Rates can be found on Schedule C.

**Section 7. Emergency Closings:****Subd. 1 Closing:**

The Consortium may close some or all buildings due to weather, power outage, or another inclement situation or emergency.

**Subd. 2 Emergency Closings:**

Following are the guidelines when weather prohibits safe travel: Licensed professionals identify school closings through radio, television, Consortium communications, or through local school announcements. If a licensed professional's primary worksite closes, he or she will have the following options:

- Work from another assigned site, or another site leased or owned by Consortium,
- Adjust their professional work calendar with director approval,
- Use PTO,
- Work from home.
  - The licensed professional will notify his or her immediate supervisor by 8:00 am that he or she will work from home.
  - The licensed professional will document his or her work on his or her professional calendar.
  - Work may include but is not limited to special education paperwork, webinars, and other professional development activities, collaborating with Consortium staff, other district staff and outside providers through phone calls, emails, or virtual meeting platforms, supporting e-learning for member district staff and students, projects, presentations, or curriculum development.

**Section 8. Notice of Employment:**

The licensed professional must notify the Consortium by April 1 of each school year if their intention is not to return to the Consortium. The Consortium has until May 1 of each school year to notify employees that a reduction of staff is needed.

**Section 9. Curriculum Work:**

A licensed professional would receive payment in the amount of \$18/hour for curriculum writing or curriculum revision. Preapproval by the executive director is required. This compensation is for substantial projects that are too large to accomplish within the Consortium's reasonable expectations of an employee's working agreement time. It is not meant to compensate for the normal updating and revisions that a teacher would do in their classes periodically and will be completed during the summer.

**5. ADDITIONAL SERVICES:**

The Consortium Governing Board, or its designated representative, may assign the licensed professional to other assignments, subject to established compensation for such services which exceed the services authorized in this document. Said other assignments may be described by a letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The Consortium Governing Board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said other assignments and compensation, if any, for such assignment shall not become a part of the licensed professional's continuing working agreement rights unless the words "continuing working agreement" are recorded immediately following the assignment.

**6. CONSORTIUM PAY SCALE:** – See Schedules A and B

**Section 1. Payment for Lane Change:**

Payment for lane changes shall be as follows: Upon receipt of the official transcript in the Executive Director's office, lane changes shall take effect as per the following schedule:

- September 1<sup>st</sup>                      Reflected on next check
- January 1<sup>st</sup>                        Reflected on next check

**Section 2. Salary Payment Dates:**

Salary is to be paid to the licensed professional in 12 checks once each month for 12 months

- The first check is to be paid on the 15th day of September
- The last check is to be paid on August 15th.
- If payday falls on a Saturday or Sunday, the checks will be given out the previous Friday.
- If payday falls on a holiday, the checks will be given out the prior working day.

### **Section 3. Status of Salary Schedule:**

The salary schedule shall be construed as a part of a licensed professional's continuing working agreement. In the event a successor agreement is not entered into prior to the expiration date of this document, a licensed professional shall be compensated according to the previous year's salary schedule with appropriate lane advancement excluding any steps. The wages and salaries reflected in Schedules A, B, and C, attached hereto, shall be a part of this agreement for 2022-2023 and 2023-2024 respectively.

## **7. BENEFITS:**

### **Section 1. Paid Time Off (PTO):**

#### **Subd. 1 Full-Time Employees:**

All full-time employees shall earn PTO at the rate of 1.25 days for each month of service in the employment of the Consortium, which is equivalent to 15 days for each school year. All full-time employees shall be advanced a credit of 15 days PTO at the beginning of each school year.

#### **Subd. 2 Part-Time Employees:**

All part-time employees shall earn PTO based on their FTE (Full Time Equivalent) with the Consortium. FTE 0.4 employees will earn 6 days PTO for the school year, FTE 0.5 employees will earn 8 days PTO for the school year, and FTE 0.6 employees will earn 9 days PTO for the school year. All part-time employees shall be advanced a credit of that number of days PTO at the beginning of each school year. A day constitutes the individual employee's portion of time worked.

#### **Subd. 3 Unused Days:**

Unused PTO days may accumulate to a maximum credit of 150 days of PTO per licensed professional.

#### **Subd. 4 Approval:**

PTO may be approved upon submission of a signed request upon the authorized PTO form available at Consortium office or website. PTO may be taken in increments of half or full days only. Staff should notify his or her department lead in advance if at all possible. Should a licensed professional use more than the earned PTO, all subsequent days of absence from their duties will be taken without pay. Staff may take up to five days of PTO leave consecutively once per year. Exceptions must be approved by the administration. Leave beyond five consecutive days may be granted by the executive director, and the staff may be required to substantiate an illness or injury. PTO can be denied based on staffing levels.

#### **Subd. 5 Extensive PTO Use:**

Licensed professionals may be required to substantiate the fact of illness or injury in cases of systemic, successive, or repetitive absences. Absence due to injury incurred during the licensed professional's employment shall not be charged against his or her PTO days if workers' compensation insurance pays for the days absent from his or her assignment.

#### **Subd. 6 Leave of Absence:**

PTO will not apply, nor may it be earned or accumulated during a leave of absence.

#### **Subd. 7 Termination:**

In the event of resignation, termination, or discharge of a licensed professional to whom PTO has been advanced in excess of that accumulated, the licensed professional is required to refund the amount paid for the period of such excess. Accumulated PTO will be forfeited by the licensed professional upon resignation, termination, or discharge.

#### **Subd. 8 Retirement:**

Licensed professionals that notify the executive director by January 15th of intent to resign:

- Less than 5 years of service—accumulated PTO will be forfeited.
- At least 5 years of services—accumulated PTO will be paid out to an 403B, HSA or HRA at a daily rate of pay of 40% of the days that are accrued up to 150 days.

### **Section 2. Bereavement Leave:**

Such absences for immediate family shall be paid for the first 2 days and remainder comes out of PTO. The immediate family will include parents, siblings, spouse, children, member of household, grandparents, grandchildren, aunt, uncle, mother-in-law, father-in-law, and guardian.

**Section 3. Jury Duty:**

A licensed professional who is called for jury duty, or to give testimony before any judicial tribunal, in arbitration, negotiations and mediation proceedings shall be compensated for the difference between the licensed professional's regular salary and the pay received for such obligation for the period he or she is away from his or her assignment. No more than three licensed professionals at any one time may be released under this section of the working agreement unless under subpoena.

**Section 4. Governmental Office Holders:**

A licensed professional who holds an elective office in a state, county or local governmental body shall be granted leave to perform such duties. The continuing working agreement shall remain in effect, and the licensed professional shall retain all salary and fringe benefits which accrued prior to taking the leave.

**Section 5. Military Leave:**

A licensed professional will be granted unpaid military leave in accordance with the Employment Standards Act. The licensed professional will give as much notice as is reasonably possible and will provide a copy of the military notice when received.

**Section 6. Workers' Compensation:**

Subd. 1 Reporting:

Any employee injured on the job must report the accident to the Consortium office within 1 business day following the injury.

Subd. 2 Use of PTO:

Pursuant to Minnesota Statute § 176, the employee injured on the job in the service of the Consortium and collecting workers' compensation insurance may use PTO and receive full salary from the Consortium, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued PTO.

Subd. 3 Injury Caused by Assault:

- Up to the first ten (10) days of absence of an approved workers' compensation claim due to injury incurred by a licensed professional from a chargeable assault by a student in the course of their work assignment, shall be credited to the licensed professional by the Consortium. This time shall not be charged against PTO. Such assaults must be reported, by any the licensed professional, to the executive director within the first 24 hours.
- Medical verification of injury may be required at district expense. Workers' compensation reporting requirements and benefits will be coordinated except that no PTO will be charged for the first ten (10) days. Compensation claims will be reviewed and approved by the executive director on a case-by-case basis.

**Section 7. 403B:**

Subd. 1 Overview:

The Consortium will provide two different Tax-Sheltered Annuities (TSA) for the licensed professionals to choose from. Enrollment in a TSA will be available on September 1 and January 1. The Consortium will match based on the following schedule:

- |                          |                      |
|--------------------------|----------------------|
| • Years of Participation | Maximum Yearly Match |
| • 1 – 5                  | \$1,000.00           |
| • 6 +                    | \$2,000.00           |

Subd. 2 Exiting:

A TSA may be exited at any time of the year with a two-week written notice to the Consortium office, if the TSA company's regulations permit such transactions.

Subd. 3 Limit:

The number of different TSA that any one licensed professional can have cannot exceed 6.

**Section 8. Disability and Term Life Insurance:**

Subd. 1 Long-Term Disability Insurance:

The Consortium shall contribute the full cost of the premium for long-term disability insurance subject to the carrier's policy and limitations.

Subd. 2 Life Insurance:

The Consortium will provide \$50,000.00 for group-term life insurance and shall contribute the full cost of the premium subject to the carrier's policy and limitations.

**Section 9. Health Insurance:**

The Consortium agrees to pay the following amounts towards monthly premiums for the Consortium's group health insurance policy:

- Single \$600
- Family \$1,200
- All employees will be eligible for COBRA upon separation from the Consortium.

**Section 10. Cell Phone Reimbursement:**

The Consortium will determine staff that are eligible for cell phone reimbursement and will reimburse up to \$60.00 per month pending a monthly cell phone bill. Requirements for reimbursement will be covered in the employee handbook.

**Section 11. Mileage Reimbursement:**

- The Consortium will determine what staff will be allowed to use company vehicles for business purposes.
- Staff that do not use company vehicles will be reimbursed at the IRS approved rate from the closest member district to sites.

**Section 12. Family and Medical Leave Act (FMLA):**

- Any leaves requested under FMLA will need to follow the FMLA Federal/State legal requirements.
- Licensed professionals will operate on a rolling 12-month timeframe for the 12 weeks.

**Section 13. Childcare Leave:**

- The Consortium will provide leave per the Federal/State legal requirements.
- Licensed professionals will be required to use PTO and after PTO is used up it will be unpaid.

**Section 14. HSA (Health Savings Account):**

Staff may set up an HSA with Further, but the Consortium will not contribute any funding to the HSA.

**8. COMPLAINT PROCEDURE:**

The Consortium recognizes that there are times when the need arises for employees to express concerns or complaints in a formal manner. The following procedures will ensure that employees receive a fair and unbiased review of workplace concerns. If the employee complaint is regarding illegal harassment, discrimination or retaliation, the employee should submit the written complaint directly to administration.

**Step 1: Informal Discussion with Department Lead:**

Employee concerns should first be discussed with the employee's department lead. Many concerns can be resolved informally when an employee and supervisor take time to review the concern and discuss options to address the issue.

**Step 2: Written Complaint to Department Lead and Director of Special Education:**

If the employee is not satisfied with the results of the informal discussion in Step 1, the employee may submit a written complaint within 5 business days to his or her department lead and director of special education to include:

- The nature of the complaint.
- Detailed information including evidence of the issue, witnesses, related policies, etc.
- The remedy or outcome desired.

The department lead and director of special education will have 5 business days to respond to the employee in writing.

**Step 3: Written Complaint to Executive Director**

If the employee is not satisfied with the response from the department lead and director of special education, the employee may submit a written complaint to the executive director for review. The request for review should include:

- An explanation of the complaint and details of all previous efforts to resolve the issue.

- A copy of the written complaint submitted to the department lead and director of special education
- A copy of the department lead and director of special education's written response to the employee's complaint.
- Detailed information regarding the employee's dissatisfaction with the department lead and director of special education's response.

Executive director will consult with the employee's department lead and director of special education and any other relevant parties to evaluate the complaint. The executive director will meet with the employee and provide a written response within five business days. The outcome of the review by the executive director will be final unless new evidence or other circumstances warrant additional review of the complaint.

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**SCHEDULE A 2022-2023 SALARY SCHEDULE:**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	Specialist
1	41,451	48,676	49,762	53,020	55,191	57,363	63,876
2	42,079	49,274	50,350	53,574	55,725	57,875	64,326
3	43,046	50,350	51,424	54,650	56,800	58,950	65,401
4	45,494	53,020	54,105	57,363	59,533	61,705	68,220
5	47,051	54,650	55,725	58,950	61,100	63,250	69,701
6	49,053	56,800	57,875	61,100	63,250	65,401	71,851
7	52,880	59,533	60,620	63,876	66,048	68,220	74,734

**SCHEDULE B 2023-2024 SALARY SCHEDULE:**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	Specialist
1	42,280	49,650	50,757	54,080	56,295	58,510	65,154
2	42,920	50,259	51,357	54,646	56,839	59,033	65,612
3	43,907	51,357	52,453	55,743	57,936	60,129	66,709
4	46,404	54,080	55,187	58,510	60,724	62,939	69,584
5	47,992	55,743	56,839	60,129	62,322	64,515	71,095
6	50,034	57,936	59,033	62,322	64,515	66,709	73,288
7	53,937	60,724	61,832	65,154	67,369	69,584	76,229

**SCHEDULE C EXTRA DUTY AMOUNTS:**

Extra Assignment	Annual Stipend		Extra Assignment	Hourly Rate
Department Lead	4,000		B-3 Summer Hours	Teacher Rate
Para Trainer Per Job Description	3,000		Credit Recovery—Summer	Teacher Rate
Leadership Team	2,000		Credit Recovery—School Year	Teacher Rate
			Extended School Year	\$30.00
			Summer Curriculum Work	\$18.00

**NOTES TO SCHEDULES:**

- The specialist lane is for the high needs or low incidence areas at the discretion of the executive director.
- Requests for lane changes must be submitted by September 1st and January 1st.