**Rationale for Proposal By: 191**

**Concern:** A brief description of the concern, including how prevalent of an issue it is and how it impacts our ability to work both effectively and efficiently. The concern also needs to state whether it is covered under PELRA to be addressed through negotiations or if it is a concern that needs to be addressed through other means:

*Subdivision 1.* ***Inherent managerial policy.*** *A public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and the number of personnel. No public employer shall sign an agreement which limits its right to select persons to serve as supervisory employees or state managers under section 43A.18, subdivision 3, or requires the use of seniority in their selection.*

*Subd. 2.* ***Meet and negotiate.*** *(a) A public employer has an obligation to meet and negotiate in good faith with the exclusive representative of public employees in an appropriate unit regarding grievance procedures and the terms and conditions of employment, but this obligation does not compel the public employer or its representative to agree to a proposal or require the making of a concession.*

*In addition, a public employer may, but does not have an obligation to, meet and negotiate in good faith with the exclusive representative of public employees in an appropriate unit regarding an employer contribution to the state of Minnesota deferred compensation plan authorized by section 356.24, paragraph (a), clause (4), within the limits set by section 356.24, paragraph (a), clause (4).*

In 2019, the district was forced to make a number of reductions because of declining enrollment and a negative budget. One of the implications was to reduce all probationary staff at the elementary level. This resulted in releasing a probationary teacher that had been awarded the Teacher of the Year award for MN.

**Desired Outcome:** A brief description of a vision of what conditions would look like if the concerns were addressed.

We desire to retain the best teachers during reductions. In this case we lost the best of the best because of contract language based upon seniority. We want to have language that differentiates between award winning teachers and teachers that have been disciplined in recent years. We should not terminate the Teacher of the Year when we can furlough a teacher with discipline action against them.

**Proposed Language:** Written proposed contract language to solve the concern. This is the language that will change with proposals from each party. Please include the location of the language, i.e. Article, Section, Subd.

ARTICLE XIII UNREQUESTED LEAVE OF ABSENCE PROCESS SENIORITY AGREEMENT Subd. 1. Definitions:

Board Priorities: The Board will approve, on an annual basis, staffing retention priorities in August of the current fiscal year using Appendix D-3. The identified priorities shall not be subject to the unrequested leave process.

Probationary Releases: The annual non-renewal of probationary teachers as identified by administration and approved by the Board shall follow MN122A.40 subd. 5. The identification, selection, and approval of probationary teachers to be released is solely at the Board’s discretion.

Qualified: For purposes of Article XIII and the placement of teachers on ULA, a teacher is “qualified” to teach in a “subject matter or field” if the teacher is licensed in that subject matter or field and has taught in that subject matter or field for at least 90 duty days or one (1) semester in the previous five (5) years ~~and have acquired continuing contract rights~~.

Realignment: The District is not required, under any circumstance, to realign positions to different subject matters, fields, licensure areas, or other positions to accommodate the claims of another teacher. Consequently, the District is not required to realign any positions when placing teachers on ULA or when recalling any teachers from ULA.

Subd. 2. Process:

Unrequested leaves of absences shall occur in the following order for all teachers prior to

May 15th:

1. Any teacher teaching under a Tier 1 or Tier 2 license or Out of Field exemption. Teachers impacted by reductions who are on a Tier 1 or Tier 2 license or Out of Field exemption will be placed on an Unrequested Leave of Absence if they are not qualified under a Tier 3 or higher license.
2. Non-qualified teachers. Teachers impacted by reductions who are not qualified per Subd. 1 will be placed on an Unrequested Leave of Absence.
3. Any qualified teacher with disciplinary action within the last three (3) years. Qualified teachers who have received disciplinary action within the last three (3) years will be placed on an Unrequested Leave of Absence.
4. The least senior, qualified teacher. The least senior, qualified teacher within a department or license area will be placed on Unrequested Leave of Absence.

**Implications of Proposed Language:** Identify implications for student achievement, staff engagement and financial impact.

Teachers that have discipline action may be furloughed for up to three years. Teachers that are the last to be hired may have more opportunity to remain in the classroom.