



**ROCK RIDGE PUBLIC SCHOOLS
411 SOUTH 5TH AVENUE
VIRGINIA MN 55792**

**Working Session
Monday, February 8, 2021 at 4:30 PM
Spectrum Health Building, 1405 Progress Parkway, Virginia, MN
55792**

AGENDA

1. Discuss Education Minnesota Rock Ridge teacher grievance.
2. Tour of the Eveleth-Gilbert elementary school.

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**Education MN Rock Ridge
Grievance Form**

Grievance #1, 2020-21

School District: 2909

Name of Grievant: Education MN Rock Ridge

Date Filed: 1/4/2021

Building: District wide

Union Representative: Steph Lutzka (steph.lutzka@rrps.org, 218-838-2345)

Date Grievance Occurred: Ongoing (Extra Teacher Supervision)

We are requesting this grievance be filed at a Step 2 in our grievance process as we feel that we have met the merit of Step 1. We have been working with the District to resolve this issue since September but were told by the Superintendent on December 21, 2020 that the District would not accept the proposed solution.

Statement of the Grievance: (events, conditions, persons responsible, etc.)

At the start of the 2020-2021 school year and prior to implementing Distance Learning, some teachers had to supervise students before the instructional day started, when prior to this year, teachers would arrive at work and have time to prepare for the day before instruction and supervision began. The Union first brought this complaint to the building principals in September in hopes of finding a solution as it affected many but not all teachers. The teachers were asking for their time back, but in the end, the building principals didn't have a scheduling solution. The Union then brought the issue to the Superintendent asking for a Step 1 meeting to resolve the grievance on October 20, 2020. After several meetings with the Union and Superintendent, the District proposed paying the teachers a stipend because no solution was viable to get the time back to the teachers. The Union and Superintendent came together with a list that identified the teachers affected and roughly the minutes of extra supervision time put in by those teachers. The District proposed paying the teachers at the summer rate of pay (which varies per contract) for the times listed. The Union agreed to the proposal. The Superintendent took the agreed upon numbers to the Board's Finance Committee where it was then denied and informed the Union on December 21, 2020 that there would be no resolution.

Violation (contract provision, policy, rule, law, practice):

Including but not limited to Article XI, Section 3 Additional Activities of the VEA contract:
"When the supervision, coaching, or directing of an activity is regular, extensive, and of long

duration, it shall be the policy of the Board of Education to compensate” and any other article or provision that applies.

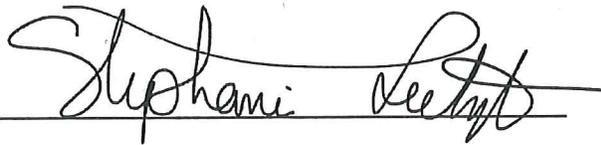
And including but not limited to the following sections of the Eveleth-Gilbert contract:
Article XIII, Section 2, Subd. 2 Secondary Teacher Contact Time: “The pupil-teaching contact time shall normally be an average of 250 minutes per day;”

Article XIII, Section 2, Subd. 2 Elementary Teacher Contact Time: “The pupil-teaching contact time shall normally be an average of 305 minutes per day;”

Article XIII, Section 2, Subd. 5 Non-teaching Duties: “Non-teaching duties shall be distributed on a fair and equitable basis;” and any other article or provision that applies.

Redress Sought: That the District provide compensation for those teachers with extra supervision duties.

Signature of Grievant/Agent



Date

1/5/21

EG
ARTICLE VIII

WORKING CONDITIONS

Section 1. LENGTH OF SCHOOL YEAR: The School Board shall establish the number of school days and the teacher duty days for the next school year and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school year shall consist of 180 duty days. Teachers required to set up more than one classroom (i.e., traveling teachers and/or teachers teaching on more than one campus) will be granted a maximum of four (4) hours to set up their second classroom and will be paid the hourly rate established by BA Step 5.

Subd. 1: Calendar: The school calendar will be established with input from the teachers at each site. The Exclusive Representative will appoint one member from each site's staff development committee to provide input on the development of the school calendar. The Board may accept, reject or modify the recommended calendar as the Board sees fit.

Subd. 2: Meet and Confer: In the event the Board seeks to change the adopted calendar, it shall meet and confer with the Exclusive Representative within ten (10) days of the need to change the calendar.

Subd. 3: Conferences: The Union agrees to take part in seven (7) hours of conferences not to exceed two (2) sessions beyond the contractual workday. The teachers and Principal at each site will decide how conferences are held. Up to one day compensatory time off for working beyond the regular school day will be scheduled district-wide.

Subd. 4: Staff Development: Teachers will have one additional paid "inservice" day prior to the beginning of school to be used for classroom preparation and lesson planning. This day may be scheduled individually and verified via a time card with principal signature.

Section 2. LENGTH OF TEACHER WORK DAY:

Subd. 1: Work Day Length: The teacher work day shall normally be seven and three-fourths (7 3/4) hours, Monday through Friday. On Fridays or on days preceding holidays or vacations, the teacher's day shall end when the school buses depart from the respective Eveleth or Gilbert campus. Full time teaching staff will have a 30 minute duty free lunch that occurs between the earliest and latest student lunches across the district.

Subd. 2: Secondary Teacher Contact Time: The pupil-teaching contact time shall normally be an average of 250 minutes per day.

Subd. 3: Elementary Teacher Contact Time: The pupil-teaching contact time

shall normally be an average of 305 minutes per day.

Subd. 4: Preparation Time: The preparation time for a full-time secondary teacher shall be an average of 75 minutes minimum per day. Preparation time for a full-time elementary teacher shall be an average of 60 minutes minimum per day. Prep time shall occur during the student day. Teachers who travel between the Eveleth and Gilbert Campuses as a result of their teaching assignment will be compensated at the rate of \$10 per trip (4.2 miles) each time the teacher travels from the Eveleth Campus to the Gilbert Campus and vice versa. School Readiness and ECFE teachers will be provided with preparation time.

Subd. 5: Non-teaching Duties: Non-teaching duties shall be distributed on a fair and equitable basis.

Subd. 6: Extra Teaching Assignment: A teacher who is offered and willing to accept an extra teaching assignment shall be compensated at $\frac{1}{6}$ of their annual salary. The teacher shall not be obligated to accept an extra teaching assignment and the School District shall not be obligated to offer an extra teaching assignment to any teacher.

Subd. 7: Open House: In addition, the teachers shall participate in one evening "Open House" per year as scheduled by the School District.

Subd. 8: Study Hall / I.S.S. Supervision: If sufficient volunteers are not available to staff the building needs, the District may employ licensed teachers from outside the bargaining unit to staff Study Hall/I.S.S. needs. If the District has one or more Study Hall or I.S.S. periods available after soliciting volunteers, the District has the right to secure a licensed teacher and provide that teacher with up to seven periods of study hall or I.S.S. by displacing the bargaining unit volunteers. Said staff will be compensated as specified in Schedule C and will not be eligible for fringe benefits or other provisions of this Collective Bargaining Agreement, the P.E.L.R.A., or M.S. 122A.40. The intent of this subdivision is not to create full-time employment for part-time staff, nor to create a position available for staff proposed for, placed on, or recalled from U.L.A., but rather to provide for the staffing of study halls by licensed teachers at a reduced stipend specified in Schedule C, with no fringe benefits and without the other provisions typically afforded a licensed teacher by the P.E.L.R.A. and/or M.S. 122A.40.

Section 3. SCHOOL CLOSING: In years when 2 or more days are missed due to inclement weather, faculty will document time worked outside of the normal school day in the case of necessary school closings. Staff will submit their make up time within 30 days of the school closing.

Section 4. TEMPORARY CONTRACT: The School Board will issue temporary contracts to qualified certified teachers for one school year or less when the teacher to be employed is to fill a vacancy arising from a leave of absence, initiating a federally funded project, or other

Virginia

school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. The list will be posted at all school buildings in the district and email notification will be provided to teachers when the list is initially posted.

ARTICLE XI HOURS OF SERVICE

Section 1. Prep Time: The normal teacher load will consist of five instructional periods per day and two preparational periods per day on the secondary level. All elementary teachers shall be provided with 60 minutes of instructional preparation time per day during student contact time. (One 50 minute block and another 10 minutes sometime during the student contact day.)

Subd. 1. Study Hall and Suspension personnel will be staffed by non-contract personnel at the District's discretion.

Section 2. Building Hours: The specific hours at all buildings may vary building to building within the District. The basic day for a teacher will be 7.5 consecutive hours inclusive of a thirty-minute duty-free lunch. Teachers will be on duty for those hours on Monday through Friday. On Fridays and days before vacations and holidays, teachers may leave their building 15 minutes early but not until the students are properly supervised.

Section 3. Additional Activities: In a profession there is no clear definition of duties nor of time schedule. In the teaching profession there are many responsibilities and acts of service and assistance inherent within the complete concept of teaching and guidance. It shall be the duty of every teacher to assist in the total educational program and its related activities within reasonable requests and capabilities. When the supervision, coaching, or directing of an activity is regular, extensive, and of long duration, it shall be the policy of the Board of Education to compensate.

Section 4. Miscellaneous:

Subd. 1. Teaching assignments and programs: All instructors will be employed and assigned to teaching areas or levels in which they have their major and minor preparation.

Subd. 2. Teachers are appointed to the Virginia faculty as an educational system and not as members of a specific unit within the system. Therefore, instructors may be requested to teach in more than one unit or be transferred to a department if the instructor's training and experience warrant such assignments. Each teacher shall be given tentative teaching assignments relating to subject matter areas by the end of the school year. Teachers shall be notified of any changes in tentative schedules before the opening of the school year to the extent possible.

Subd. 3. Each teacher in the system shall be provided with a duty-free lunch period of thirty minutes between the hours of eleven and one fifteen.

Subd. 4. All teachers except those in a supervisory capacity shall be required to give five periods toward detention and five periods of substitute teaching, or ten periods of other

EVELETH/GILBERT HIGH SCHOOL Teacher	Quarter	Times	Minutes per week 9/8 - 10/2 (5 days/week)	Total Hours 9/8 - 10/2 (5 days/week)	Minutes per week 10/8 - 11/20 (4 days/week)	Total Hours 10/8 - 11/20 (4 days/week)	Minutes per week 1/19 - 1/29 (4 days/week)	Total Hours 1/19 - 1/29 (4 days/week)
Brainard	Q1	7:50-8:15	125	7.9	100	10.8	100	2.9
Burritt	Q1 & Q2	7:50-8:15	125	7.9	100	10.8	100	2.9
Deedrick	Q1 & Q2	7:50-8:15	125	7.9	100	10.8	100	2.9
Ellefson	Q1 & Q2	7:50-8:15	125	7.9	100	10.8	100	2.9
Hinrichs	Q1 & Q2	7:50-8:15	125	7.9	100	10.8	100	2.9
Krebs	Q1 & Q2	7:50-8:15	125	7.9	100	10.8	100	2.9
Strasser	Q1 & Q2	7:50-8:15	125	7.9	100	10.8	100	2.9
Walls	Q1 & Q2	7:50-8:15	125 (9/8 - 9/22)	4.6	---	--	--	--
Gritzmacher	Q1 & Q2	7:50-8:15	---	--	100 (10/9 - 11/6)	7.5	--	--
Bauman	Q2	7:50-8:15	---	--	100	10.8	100	2.9
Greenly	Q2	7:50-8:15	---	--	100	10.8	100	2.9
			Total Hours for 9/8 - 10/2	59.9	Total Hours for 10/7 - 11/20	104.7	Total Hours for 1/19 - 1/29	26.1
			DRAFT DOCUMENT				Total Hours for through 1/29	190.7

VIRGINIA HIGH SCHOOL Teacher	Quarter	Times	Minutes per week 9/8 - 10/2 (5 days/week)	Total Hours 9/8 - 10/2 (5 days/week)	Minutes per week 10/8 - 11/20 (4 days/week)	Total Hours 10/8 - 11/20 (4 days/week)	Minutes per week 1/19 - 1/29 (4 days/week)	Total Hours 1/19 - 1/29 (4 days/week)
Hammer	Q1	7:45-8:15	150	9.5	120	8.5	--	--
Norland	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Krage S.	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Peterson	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Clennon	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Stephens	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
McDonald	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Takanen	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Thompson	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Andrie	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Eicholtz	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Foster	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Savela	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Skadsem	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Wilson	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Kowalski, T.	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Warner	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Krage M.	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Melby	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Friedlieb	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Hake	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Marcella	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Rudstrom	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Suihkonen	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Conger	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Cornell	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
Manty	Q1 & Q2	7:45-8:15	150	9.5	120	11.5	120	3.5
			Total Hours for 9/8 - 10/2	256.5	Total Hours for 10/7 - 11/20	307.5	Total Hours for 1/19 - 1/29	91
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PARKVIEW LEARNING CENTER Teacher	Extra student contact minutes per day	Extra student contact minutes per week
Koski	20	80
Ebben	15	30
Kemen	20	80
Matusak	20	80
Lindeman	20	80
Murfin	20	60
Asuma	20	100
Baumann	20	100
Davidson-Teff	20	100
Seppala	20	100
Tyminski	20	100
Zeidler	20	100
Cochems	20	100
Davidson	20	100
Peterson	20	100
Tieberg	20	100
Voss	20	100
Westin	20	100
Warren	20	100
Marcella	20	100
Schroeder	20	100
Sporich	20	100
Orso	20	100
Reid	20	100
Kennedy	30	150
Keute	30	150
Sandstede	30	150
SpEd Teachers*	--	---
	Total minuts per week*	2660
	Total hours per week*	37.7

DOCUMENT

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ROOSEVELT Teacher	Extra student contact minutes per day.	Extra student contact minutes per week
Andrews	10	50
Gulbranson	10	50
Leoni	10	50
Mauston	10	50
Musich	10	50
Smith	10	50
Aho	10	50
Little	10	50
Teasck	10	50
Thyen	10	50
Tikkanen	10	50
Spry	10	50
Engel	10	50
Kemen	10	50
Morley	10	50
Worlie	10	50
Zadnikar	10	50
Aune	10	50
Cremers	10	50
Lawerence	10	50
LeBeque	10	50
Negen	10	50
Total		
	Total minuts per week*	1100
	Total hours per week*	18.3

DOCUMENT

Teachers Request Through 01/29/21

	<u>Hours</u>	<u>Rate</u>	<u>Salary</u>	<u>FICA</u>	<u>TRA</u>	<u>WC</u>	<u>Total Cost</u>
E-G HS Teachers	190.70	\$36.07	\$6,878.55	\$515.89	\$559.23	\$34.39	\$7,988.06
Virginia HS Teachers	655.00	\$29.89	\$19,577.95	\$1,468.35	\$1,591.69	\$97.89	\$22,735.87
PLC Teachers	532.00	\$29.89	\$15,901.48	\$1,192.61	\$1,292.79	\$79.51	\$18,466.39
Roosevelt Teachers	220.00	\$29.89	\$6,575.80	\$493.19	\$534.61	\$32.88	\$7,636.48
			<u>\$48,933.78</u>	<u>\$3,670.03</u>	<u>\$3,978.32</u>	<u>\$244.67</u>	<u>\$56,826.80</u>

VIRGINIA HIGH SCHOOL TEACHER

AVERAGE MIN/DAY THROUGH 90 DAYS	2019-20	2020-21	CHANGE
Student Contact / Supervise (30 min before school + hall passing times)	23	30	7
Student Contact / Teach	256	204	-52
Non-Student Contact / Prep	141	186	45
Total	420	420	0