BACKGROUND ON THE MODEL AGREEMENT
ADDITION OF A TEMPORARY TIER 1 OR 2 LICENSE

Attached is a model agreement that was created by staff at the Minnesota School Boards Association and Education Minnesota (“Attachment A”). This model agreement is intended to serve as a guide for districts and locals to use in order to clarify the bargaining unit status and continuing contract rights of individuals who hold Tier 3 or 4 licenses but who choose to apply for Tier 1 or 2 licenses in order to teach out of field. This will be necessary in a limited number of cases due to the fact that the law allowing Districts to obtain new variances expires on June 30, 2018, but new rules for out-of-field permissions have not yet been adopted.

These agreements will not be necessary for individuals who held variances or community expert permissions on January 1, 2018, since PELSB took action to extend them automatically through June 30, 2019. Please be advised that this agreement is intended as a model only, and that it may need to be modified slightly based on individual circumstances. If you are a school administrator or District leader, please contact MSBA. If you are a member or leader of a local affiliated with Education Minnesota, please contact your Education Minnesota Field Representative.

Sincerely,

Terry Morrow and Bill Kautt
Minnesota School Boards Association

Sara Ford, David Aron, and Nicole Blissenbach
Education Minnesota
ATTACHMENT A
MODEL AGREEMENT—ADDITION OF A TEMPORARY TIER 1 OR 2 LICENSE

This Agreement is entered into by and between ISD ___ (“the District”), ____ (“Employee”) and Education Minnesota _____ (“Union”) on the dates shown below.

WHEREAS, the District currently employs Employee as a ___.FTE under a Tier 3 or Tier 4 license; and

WHEREAS, the Union is the exclusive representative for all Tier 2, 3, and 4 licensed teachers employed by the District; and

WHEREAS, the District has a ___.FTE position in (Assignment Licensure Field) that it is unable to fill with an employee who holds a Tier 3 or Tier 4 license in this licensure area; and

WHEREAS, the District has requested that Employee work ___.FTE outside of his/her field of licensure, contingent on Employee having appropriate licensure or permission by the beginning of the 2018-2019 school year; and

WHEREAS, the new Tiered Licensure Law takes effect on July 1, 2018 and will eliminate statutory authority for PELSB to grant variances; and

WHEREAS, PELSB is in the process of adopting rules relating to out-of-field permissions in lieu of variances, but those rules have not yet been approved; and

WHEREAS, the District agrees that the overall assignment Employee will hold requires multiple licenses from PELSB; and

WHEREAS, a Tier 3 or 4 license brings an individual within the definition of a teacher for purposes of section 122A.40, subdivision 1; and

WHEREAS, a Tier 2, 3, or 4 license brings an individual within the definition of a teacher under section 179A.03, subdivision 18; and

WHEREAS, Employee is willing to work under a Tier 1 or 2 license for ___.FTE only if Employee’s continuing contract and bargaining unit rights are not in any way reduced or impaired;

NOW THEREFORE, the Parties hereby agree as follows:

1. By accepting the assignment, Employee does not waive any continuing contract rights and the continuing contract law and collective bargaining agreement will continue to apply to the Employee.

2. This Agreement does not constitute a mutual modification of Employee’s continuing contract rights, and Employee will continue to hold a ___.FTE continuing contract position in the District (or, if probationary, employee’s service will count toward his/her probationary period under M.S. 122A.40). Nothing contained in this Agreement impacts or affects the District’s rights regarding termination or discharge under the provisions of the continuing contract law,
M.S. 122A.40. The District reserves the right to assign or transfer the Employee into a position for which the Employee has a Tier 3 or 4 license at any time, provided the assignment or transfer does not violate the Master Agreement.

3. The temporary addition of a Tier 1 license and assignment to that licensure area does not affect Employee’s status as a member of the teacher bargaining unit represented by the Union for his/her entire position.

4. The District agrees to seek and provide all necessary documentation to PELSB to seek an out-of-field permission on Employee’s behalf as soon as the District receives notice that final rules have been adopted and the system is operational.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

EMPLOYEE

Date: _____________________  ______________________________________

Employee

AUTHORIZED REPRESENTATIVE OF ____ (Union)

Date: _____________________  ______________________________________

President

INDEPENDENT SCHOOL DISTRICT NO. ___

Date: _____________________  ______________________________________

Superintendent

Date: _____________________  ______________________________________

Board Chair