

**Master Contract Agreement**

**between**

**Saint Cloud Area School District 742**

**and the**

**Saint Cloud Education Association**

***The Teachers of District 742***

**2017-2019**

## Table of Contents

<b>Article I:</b>	<b>Purpose</b> .....	7
<b>Article II:</b>	<b>Recognition of Exclusive Representative</b> .....	7
<b>Article III:</b>	<b>Definitions</b> .....	7
Section 3.1	Terms and Conditions of Employment .....	7
Section 3.2	Teacher.....	7
Section 3.3	Full-Time Teacher.....	7
Section 3.4	Part-Time Teacher.....	7
Section 3.5	District.....	8
Section 3.6	Superintendent.....	8
Section 3.7	Other Terms.....	8
<b>Article IV:</b>	<b>School District Rights and Obligations</b> .....	8
Section 4.1	Management Rights.....	8
Section 4.2	Management Obligations.....	8
Section 4.3	Effect of Laws, Rules and Regulations.....	8
Section 4.4	Reservation of Management Rights.....	9
Section 4.5	Employee Drug and Alcohol Testing.....	9
<b>Article V:</b>	<b>Teacher Rights</b> .....	9
Section 5.1	Right to Views.....	9
Section 5.2	Right to Join.....	9
Section 5.3	Request for Dues Check Off.....	9
Section 5.4	Access to Worksites.....	10
Section 5.5	Personnel Files.....	10
	<i>Subdivision 5.5.1</i> <i>Location</i> .....	10
	<i>Subdivision 5.5.2</i> <i>Availability</i> .....	10
	<i>Subdivision 5.5.3</i> <i>Complaint Procedure</i> .....	10
Section 5.6	Student Discipline .....	10
Section 5.7	Part-Time and Traveling Teacher Accommodations .....	10
Section 5.8	Transfer and Reassignment .....	10
Section 5.9	Extension of Probationary Period .....	11
<b>Article VI:</b>	<b>Basic Schedules and Rates of Pay</b> .....	11
Section 6.1	Basic Compensation.....	11
	<i>Subdivision 6.1.1</i> <i>2015-2017 Rates of Pay</i> .....	11
	<i>Subdivision 6.1.2</i> <i>Summer School Rates of Pay</i> .....	11
	<i>Subdivision 6.1.3</i> <i>Stipend Rates of Pay</i> .....	11
	<i>Subdivision 6.1.4</i> <i>Salary Guide-Master's Degree License</i> ....	12
Section 6.2	Status of Salary Schedules... ..	12
	<i>Subdivision 6.2.1</i> <i>Salary Schedule Increments</i> .....	12
	<i>Subdivision 6.2.2</i> <i>Withholding of Salary</i> .....	12
	<i>Subdivision 6.2.3</i> <i>Earned Doctorate Compensation</i> .....	12
	<i>Subdivision 6.2.4</i> <i>Longevity Pay</i> .....	13
	<i>Subdivision 6.2.5</i> <i>Pay for District Initiated Training</i> .....	13

Section 6.3	Professional Advancement Guide.....	13
	<i>Subdivision 6.3.1</i> <i>Salary Lane Requirements</i> .....	14
	<i>Subdivision 6.3.2</i> <i>Previous Teaching Experience Credit</i> .....	15
	<i>Subdivision 6.3.3</i> <i>Lane Placement for New Teachers</i> .....	15
	<i>Subdivision 6.3.4</i> <i>National Board Certification</i> .....	15
Section 6.4	Pay Schedule.....	16
<b>Article VII:</b>	<b>Extra Pay</b> .....	16
Section 7.1	Extra Pay Positions .....	16
	<i>Subdivision 7.1.1</i> <i>Performance Review</i> .....	17
	<i>Subdivision 7.1.2</i> <i>Notification of Termination of Position</i> .....	17
Section 7.2	Extra Pay Schedule .....	17
Section 7.3	Increments .....	17
<b>Article VIII:</b>	<b>Hourly and Part-Time Teachers</b> .....	17
Section 8.1	Hourly Teacher Compensation .....	17
Section 8.2	Hourly Teacher Inservice .....	17
Section 8.3	Hourly Teachers to Salaried Contract .....	18
Section 8.4	Part-Time Salaried Teachers .....	18
	<i>Subdivision 8.4.1</i> <i>Pay for PT Salaried Teachers Subbing</i> ...	18
Section 8.5	Insurance for Part-Time Teachers .....	18
<b>Article IX:</b>	<b>Long Call Substitutes</b> .....	18
<b>Article X:</b>	<b>Teachers on Special Assignment</b> .....	19
<b>Article XI:</b>	<b>Nursing Services</b> .....	21
<b>Article XII:</b>	<b>Group Insurance</b> .....	21
Section 12.1	Group Insurance Benefits .....	21
Section 12.2	Group Hospital/Medical Insurance .....	22
Section 12.3	Long Term Disability Insurance .....	24
Section 12.4	Term Life Insurance .....	24
Section 12.5	Dental Insurance .....	24
<b>Article XIII:</b>	<b>Leaves of Absence - Short Term</b> .....	25
Section 13.1	Accumulated Leave Days .....	25
	<i>Subdivision 13.1.1</i> <i>Salaried Teacher</i> .....	25
	<i>Subdivision 13.1.2</i> <i>Hourly Teachers</i> .....	25
	Sick Leave Bank .....	26
Section 13.2	Leaves with Accumulated Leave Deduction .....	27
	Discretionary Days Defined.....	27
	Non-Discretionary Days Use Defined .....	28
	Parental Leave .....	28
	School Closing .....	28
Section 13.3	Leaves with No Deduction .....	29
	<i>Subdivision 13.3.1</i> <i>Jury Duty</i> .....	29
	<i>Subdivision 13.3.2</i> <i>Civic Responsibility Leave</i> .....	29
	<i>Subdivision 13.3.3</i> <i>Association Leave</i> .....	30
	<i>Subdivision 13.3.4</i> <i>MN State High School League Activities</i> ..	30
	<i>Subdivision 13.3.5</i> <i>School Conferences &amp; Activities Leave</i> ...	30
	<i>Subdivision 13.3.6</i> <i>Job Related Injury</i> .....	30

Section 13.4	Leaves with Full Salary Deduction .....	31
	<i>Subdivision 13.4.1</i> <i>Discretionary Leave</i> .....	31
Section 13.5	Family and Medical Leave Act .....	31
<b>Article XIV:</b>	<b>Leaves of Absence - Long Term</b> .....	31
Section 14.1	Leaves of Absence with Pay .....	32
	<i>Subdivision 14.1.1</i> <i>Health Leave</i> .....	32
	<i>Subdivision 14.1.2</i> <i>Professional Leave</i> .....	32
	<i>Subdivision 14.1.3</i> <i>Hourly Teachers-Leaves of Absence</i> .....	33
	<i>Subdivision 14.1.4</i> <i>Child Care Leave</i> .....	33
	<i>Subdivision 14.1.5</i> <i>Alternative Leave</i> .....	34
	<i>Subdivision 14.1.6</i> <i>Shared Teaching Leave</i> .....	34
<b>Article XV:</b>	<b>Teacher Seniority and Unrequested Leave</b> .....	35
Section 15.1	Teacher Seniority .....	35
	Establishing the Seniority List .....	35
	Posting the Seniority List .....	36
	<i>Subdivision 15.1.1</i> <i>Consolidation of District into 742</i> .....	37
Section 15.2	Placement on Unrequested Leave.....	37
	Voluntary Action .....	37
	Involuntary Action .....	38
Section 15.3	Reinstatement .....	38
	Equivalent Reinstatement .....	39
	Non-Equivalent Reinstatement .....	40
	Long Call Substitute Positions .....	40
Section 15.4	Continuance .....	40
<b>Article XVI:</b>	<b>Wellness Benefits</b> .....	40
Section 16.1	Wellness Benefits .....	40
	<i>Subdivision 16.1.1</i> <i>Eligibility</i> .....	40
	<i>Subdivision 16.1.2</i> <i>Definition of Daily Rate of Pay</i> .....	40
	<i>Subdivision 16.1.3</i> <i>Mandated Employee Contributions</i> .....	41
	<i>Subdivision 16.1.4</i> <i>Employer Matching Contributions</i> .....	41
	<i>Subdivision 16.1.5</i> <i>MHCSP Contribution</i> .....	41
	<i>Subdivision 16.1.6</i> <i>Individual Emergency Sick Leave Bank</i> ..	41
<b>Article XVII:</b>	<b>403(b) Plan</b> .....	41
Section 17.1	403b Plan Participation.....	41
	<i>Subdivision 17.1.1</i> <i>Approved Plans</i> .....	41
	<i>Subdivision 17.1.2</i> <i>Matching Contribution Plan</i> .....	42
	<i>Subdivision 17.1.3</i> <i>Limitation on Matching Contribution</i> .....	42
<b>Article XVIII:</b>	<b>Severance Pay and Separation Pay</b> .....	43
Section 18.1	Severance Pay .....	43
	<i>Subdivision 18.1.1</i> <i>Eligibility</i> .....	43
	<i>Subdivision 18.1.2</i> <i>Calculation of Severance Pay</i> .....	44
	<i>Subdivision 18.1.3</i> <i>Dates of Payment</i> .....	44
	<i>Subdivision 18.1.4</i> <i>Payment</i> .....	45
Section 18.2	Separation Pay.....	45
	<i>Subdivision 18.2.1</i> <i>Eligibility</i> .....	45
	<i>Subdivision 18.2.2</i> <i>Calculation &amp; Payment of Separation Pay</i> .....	46
Section 18.3	Retiree Recognition .....	46

<b>Article XIX:</b>	<b>Hours of Service</b> .....	46
Section 19.1	Teacher Duty Day .....	46
Section 19.2	Building Hours .....	46
Section 19.3	Teacher Contracts .....	46
Section 19.4	Prep Time .....	46
Section 19.5	Overload Assignments .....	46
Section 19.6	Class Size .....	47
<b>Article XX:</b>	<b>The School Year</b> .....	47
Section 20.1	Teacher Duty Days .....	47
Section 20.2	School Calendar .....	47
Section 20.3	Normal Work Year .....	47
Section 20.4	Teachers New to the District .....	47
<b>Article XXI:</b>	<b>Professional Travel</b> .....	48
<b>Article XXII:</b>	<b>Daily Rate</b> .....	48
<b>Article XXIII:</b>	<b>Sanctions, Strikes, and Penalties</b> .....	48
<b>Article XXIV:</b>	<b>Teacher Evaluation, Peer Mentoring, Peer Assistance and Staff Development</b> ..	48
Section 24.1	Teacher Evaluation .....	49
Section 24.2	Staff Development .....	49
Subdivision 24.2.1	Staff Development Committees .....	49
Subdivision 24.2.2	Staff Development Funding .....	49
Subdivision 24.2.3	Teacher Workshop Days .....	49
<b>Article XXV:</b>	<b>Teacher Discipline</b> .....	50
<b>Article XXVI:</b>	<b>Grievance Procedure</b> .....	51
Section 26.1	Grievance Definition .....	51
Section 26.2	Representative .....	51
Section 26.3	Definitions and Interpretations .....	51
Subdivision 26.3.1	Extensions .....	51
Subdivision 26.3.2	Days .....	51
Subdivision 26.3.3	Computation of Time .....	51
Subdivision 26.3.4	Filing and Postmark .....	51
Section 26.4	Time Limitation and Waiver .....	51
Section 26.5	Adjustment of Grievance .....	52
Subdivision 26.5.1	Informal .....	52
Subdivision 26.5.2	Level I .....	52
Subdivision 26.5.3	Level II .....	52
Subdivision 26.5.4	Level III .....	52
Section 26.6	Grievance Mediation .....	53
Section 26.7	District Review .....	53
Section 26.8	Arbitration Procedures .....	53
Subdivision 26.8.1	Request .....	53
Subdivision 26.8.2	Prior Procedure Required .....	53
Subdivision 26.8.3	Selection of Arbitrator .....	53
Subdivision 26.8.4	Hearing .....	53
Subdivision 26.8.5	Decision .....	53
Subdivision 26.8.6	Expenses .....	54

	<i>Subdivision 26.8.7</i>	<i>Jurisdiction</i> .....	54
	<i>Subdivision 26.8.8</i>	<i>Reprisals</i> .....	54
<b>Article XXVII:</b>	<b>Duration</b> .....		54
Section 27.1	Terms and Reopening Negotiations .....		54
Section 27.2	Effect .....		54
Section 27.3	Finality .....		54
Section 27.4	Severability .....		54
<b>Signature Page</b> .....			55
<b>Exhibits:</b>			
Exhibit A	2017-2018 Salary Schedule .....		57
Exhibit B	2018-2019 Salary Schedule .....		58
Exhibit C	Extra Salary Schedule Placement Guide .....		59
Exhibit D	2017-2018 Extra Pay Schedules .....		60
Exhibit E	2018-2019 Senior High Extra-Curricular Schedule .....		61
Exhibit F	2017-2019 Junior High/McKinley Extra-Curricular Schedule .....		62
Exhibit G	Elementary Extra-Curricular Schedule 2017-2018 .....		63
Exhibit H	Teacher Contract .....		64
Exhibit I	Grievance Form .....		65
Exhibit J	Academic Stipend Positions .....		66
Exhibit K	Teacher Development and Evaluation Plan .....		67
<b>Memoranda of Agreement:</b>			
Regarding Retirement Benefits .....			75
<b>Memoranda of Understanding:</b>			
St. Cloud Education Association Release Time President.....			81
Summer Special Education ESY Pay .....			82
Regarding Teacher Time and Teacher Support .....			83
Regarding the Focus and Priority Schools .....			89
Regarding New Teacher Induction and Mentoring Program .....			93
Support for Special Education Teachers .....			96
Regarding Early Childhood Teacher Schedules .....			99

**AN AGREEMENT BETWEEN SAINT CLOUD AREA SCHOOL DISTRICT 742 AND THE  
SAINT CLOUD EDUCATION ASSOCIATION**

**2017-2019**

**ARTICLE I - PURPOSE**

Section 1.1 Parties: THIS AGREEMENT is entered into between St. Cloud Area School District 742, St. Cloud, Minnesota, hereinafter referred to as the District, and the Saint Cloud Education Association, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (codified at M.S. 179.A.01 et seq.) hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment of teachers during the duration of this Agreement.

**ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 2.1 Recognition: In accordance with the Minnesota P.E.L.R.A., the District recognizes the St. Cloud Education Association as the exclusive representative of teachers employed by the District, and as the exclusive representative, will have those rights and duties as prescribed by the P.E.L.R.A. and/or as described in the provisions of this agreement.

Section 2.2 Appropriate Unit: The Association will represent all teachers of the District as defined in this Agreement and in the PELRA.

**ARTICLE III - DEFINITIONS**

Section 3.1 Terms and Conditions of Employment: Will mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the District.

Section 3.2 Teacher: "Teacher" means any person, other than a superintendent, assistant superintendent, or administrators employed by a school district in a position for which the person must be licensed by the Board of Teaching or the State Board of Education or in a position as physical therapist, occupational therapist, Early Childhood Family Educator (ECFE), Community Education Preschool teacher, Adult Basic Education Instructor, or Youth Service Coordinator; and such employment does not come within the exceptions stated in M.S. 179A.03 subdivision 13 or defined in subdivision 4, 7, or 17, and does not include teachers substituting for a single employee for 30 working days or less, nor an individual who teaches part-time for less than 300 working hours in a fiscal year. Any teacher employed on an hourly basis will have all the rights of full-time employees, but will have only those salary, insurance, leave, and severance pay benefits specifically indicated herein for hourly employees.

Section 3.3 Full-Time Teacher: Will mean any salaried teacher employed by the District for at least the equivalent of a full school day and year under an individual salaried contract or any combination of individual salaried contracts.

Section 3.4 Part-Time Teacher: Any person meeting the criteria of Section 3.2, but not Section

3.3. A part-time teacher is one who works a percentage of a contract less than 1.0.

Part-time assignments may be fulfilled either as a percentage of the total number of contract days or as a percentage of duty time worked each contract day as determined by the District to best meet programmatic needs. The contract will be pro-rated as follows depending on which method of assignment is used.

All aspects of the part-time teacher's contract will be pro-rated including the number of instructional days, the number of school improvement/workshop days, the number of conference days, and the number of paid holidays. The total number of accumulative leave days earned will also be pro-rated (a .5 contract earns 5.5 days or 39.875 hours).

All aspects of a part-time teacher's duty day except the lunch period will be pro-rated based on the composition of the duty day in that building. This includes the number of minutes of student instructional time, minutes of duty time, and minutes of prep time. This pro-rated time will be a continuous period of time, unless after exploration of all options with the teacher, another schedule is mutually agreed upon by the teacher, the Association and the District.

Section 3.5 The term "District" will mean the School Board or its designated representative.

Section 3.6 The term "Superintendent" will mean the superintendent of schools or a designated representative.

Section 3.7 Other Terms: Terms not defined in the Agreement will have those meanings as defined by the P.E.L.R.A.

#### **ARTICLE IV - SCHOOL DISTRICT RIGHTS AND OBLIGATIONS**

Section 4.1 Management Rights: The parties agree that the District is not required to meet and negotiate on matters of inherent managerial policy, which 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 and selection and direction and number of personnel.

Section 4.2 Management Obligations: The parties agree that the District has an obligation to meet and negotiate in good faith with the Association regarding grievance procedures and the terms and conditions of employment.

The parties agree that the District has the obligation to meet and confer with professional employees to discuss educational policies and those matters relating to their employment pursuant to the P.E.L.R.A.

Section 4.3 Effect of Laws, Rules and Regulations: The parties agree that all employees covered by this agreement will perform the teaching and related professional services as expressed in the employee's individual contract, and that the parties will be governed by the laws of the State of Minnesota and further that the parties are governed by the rules and regulations of the Minnesota Department of Education or the Board of Teaching and by District rules, regulations, directives

and orders issued by the administering official of the District, provided, however, that such rules, regulations, directives or orders may not conflict with this agreement nor are the laws of the State of Minnesota, such rules, regulations, directives, or orders incorporated into this agreement by reference unless specifically stated herein.

Section 4.4 Reservation of Management Rights: The parties recognize that the District has the statutory right and obligation to manage and conduct the operation of the District subject to: State and Federal laws; rules and/or regulations of the MN Department of Children, Families and Learning; other valid rules, regulations and orders of State and Federal agencies; and by this Agreement. All management rights and management functions not expressly delegated in this Agreement are reserved to the District. This will not restrict the future negotiability of matters not contained in this Agreement. All established past practices of the District which affect the terms and conditions of employment will not be changed unilaterally during the life of the Agreement except by mutual agreement or without first being discussed in the meet and confer process.

Section 4.5 Employee Drug and Alcohol Testing: The School District and the Association have a commitment to provide a drug-free and alcohol-free school environment for all employees and students of District 742. The District and the Association agree to the terms and conditions which are set forth in School District Policy Number 416, Employee Drug and Alcohol Testing Policy (including Administrative Guidelines for implementing the Employee Drug and Alcohol Testing Policy - Non-CMV Employees), which was adopted by the Board of Education on November 30, 1995 and revised April 26, 2001. This Board Policy and Administrative Guidelines will allow the District (under the conditions specified in the Policy and/or Guidelines) to require an employee to submit to drug and/or alcohol testing. If there is a change to the Policy/Guidelines that affects terms and conditions of employment, then the implementation of the Policy/Guidelines will be subject to negotiations.

## **ARTICLE V - TEACHER RIGHTS**

Section 5.1 Right to Views: Nothing contained in this Agreement will be construed to limit, impair or affect the right of any teacher or the representative of the teacher to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or his/her betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 5.2 Right to Join: Teachers will have the right to form and join labor or employee organizations, and will have the right not to form and join such organizations. Teachers in an appropriate unit will have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 5.3 Request for Dues Check Off: Teachers will have the right to request and be allowed dues check off only for the Association. In the absence of an exclusive representative, teachers will have the right to request and be allowed dues check off for the organization of their choice. Upon receipt of a properly executed authorization from the teacher involved, the District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period of employment in the appropriate bargaining unit, or until cancelled

by the teacher. Cancellation must be made in writing to the Association, and forwarded to the payroll office, only between September 15 and October 1 of any given school year.

Section 5.4 Access to Worksites: Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Union representatives will follow all check-in and security measures at the buildings. Such visits shall not interrupt normal work responsibilities and will typically occur outside of the teacher duty day.

Section 5.5 Personnel Files: Definition - A personnel record (personnel file) is data or information which is used in any official transaction between the District and a teacher or which is used by the District to make a decision regarding a teacher.

Subdivision 5.5.1 Location: All personnel files are kept at the District office.

Subdivision 5.5.2 Availability: Pursuant to Minn. Stat. § 122A.40, subd. 19, as amended, all evaluation and files wherever generated relating to each individual teacher will be available to each individual teacher or the teacher's authorized representative upon written notice. The teacher or the teacher's authorized representative will have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. The District will extend its very best efforts to supply the teacher with a copy of any evaluation material placed in the teacher's file. Whenever any material is to be permanently removed from the personnel file, it will be forwarded to the teacher. Teachers may seek to have documents expunged from their personnel file pursuant to Minn. Stat. § 122A.40, subd. 19.

Subdivision 5.5.3 Complaint Procedure: The District has an obligation to investigate any expression of concern about or complaints against a teacher. No information will be placed in the teacher's personnel file during the District's investigation of the complaint. If a letter of direction or a notice of disciplinary action addressing a performance concern or complaint is issued, it will be placed in a teacher's personnel file.

Section 5.6 Student Discipline: The teachers, administrators and parents in each building will develop a student discipline plan and will submit the plan to the Board for approval. Parameters for these plans will be consistent with law and School District Policy/Guidelines. District policy/guidelines will include a provision which defines the teacher's authority in removing or disciplining a student.

Section 5.7 Part-Time and Traveling Teacher Accommodations: The District will make accommodations in the schedules of teachers whose assignments include travel from building to building within the district. All such teachers shall have prep time and duty free lunch time in accordance with the contract. Part-time teachers and traveling teachers will be provided with a place to keep papers, books, etc. at each of their work sites.

Section 5.8 Transfer and Reassignment: Transfer and reassignment will be done only after consultation with the affected staff member, at which time an explanation of how the move is in the best interest of the District will be shared. When a transfer is made during the school year,

the district will make every effort to provide at least five (5) days notice in advance of the transfer. Notwithstanding this provision, the District maintains its managerial authority with respect to transfer and reassignment and the decision to transfer or reassign is not subject to the grievance procedure. However, upon notice from the Association of the District's failure to follow the procedure set forth above, the District shall have five days to hold a remedial meeting with the staff member and a representative from the Association to provide the explanation, the required notice and to consider any information from the staff member regarding concerns about the transfer or reassignment. If the district fails to follow this remedial procedure within five (5) days of receiving notice from the Association, the Association may file a grievance beginning at Step 2.

Section 5.9 Extension of Probationary Period:

- A. A proposal by the District to ask a teacher to waive continuing contract rights and extend the probationary period shall be based on issues relative to evaluations when possible.
- B. Any agreement to waive continuing contract rights and extend probationary period will be discussed with and proposed in writing to the affected teacher at a meeting at which the teacher has the right to Association representation. Following this meeting, the affected teacher and the Association representative will have at least five (5) days to consider and review the proposal before signing.
- C. Such agreement may not exceed one (1) school year at a time, and will be subject to review with the affected teacher at least sixty (60) calendar days prior to the end of the waiver period. The teacher has the right to be represented at this review meeting.
- D. A probationary teacher employed in a position for which he or she requires a variance, will be requested to remain on extended probation until such time as the teacher obtains a license for the position or is reassigned to a position for which they are properly licensed.

**ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY**

Section 6.1 Basic Compensation:

Subdivision 6.1.1 2015-2017 Rates of Pay: The salaries reflected in Exhibit A will be for salaried teachers not otherwise covered in this agreement.

Subdivision 6.1.2 Summer Rates of Pay:

Hourly pay will be given for all summer work except as specifically provided in the Memorandum of Understanding regarding pro-rata summer pay attached hereto. District 742 active and retired teachers will be paid the contractual hourly teacher rate for teaching or subbing in any summer school program.

Subdivision 6.1.3 Stipend Rates of Pay: The stipend rate of pay shall be \$120 per day and \$60 per half day. The District and the SCEA agree that summer professional development

days will be paid at the stipend rates. Other use of stipend pay during the school year will be identified and agreed to in advance by the District and the SCEA.

Subdivision 6.1.4 Salary Guide – Master’s Degree License Positions: Teachers who are hired for a position that requires a Master’s Degree as a condition of licensure by the Minnesota Department of Education (e.g. School Social Worker and Psychologists), will be placed on the regular salary schedule at the M.A. lane. Assignment to higher lanes on the schedule will be based on course work completed after conferral of the Master’s Degree and initial licensing with the Minnesota Department of Education.

## Section 6.2 Status of Salary Schedules:

Subdivision 6.2.1 Salary Schedule Increments: Increments will be earned in the following manner:

1. Full and part-time teachers, who work at least 60 days in a given school year, will earn one (1) increment, including career increments, on the salary schedule for each school year except for 1991-1992 and 1993-1994.
2. The District may offer a full-time position to a teacher who has been previously actively employed on a part-time basis for the length of a school year. In such cases, the teacher's salary schedule placement, for the full-time position, will be determined by re-evaluating his/her teacher experience on a prorata basis for each year of previous part-time employment.
3. Except for 1991-92 and 1993-94, a salary schedule increment will be earned by a teacher who is actively teaching while on an approved professional leave granted for this purpose pursuant to Subdivision 14.2.2.

Subdivision 6.2.2 Withholding of Salary: Increments in the salary schedules attached as Exhibit A and B, however, will not be paid until the parties agree on, ratify, and implement a successor Agreement. Earned lane changes on Exhibit A and B, however, will be paid in the customary manner even if the parties are not agreed on a successor Agreement.

Subdivision 6.2.3 Earned Doctorate Compensation: Teachers who have earned a Doctorate in the area of their regular contract assignment shall be entitled to a one-time payment equal to 1/24 of their current contract salary. Payment shall be issued as soon as the following information has been submitted to the Human Resources Office:

- a. An official transcript of credits from an accredited college/university.
- b. Written evidence of proper administrative approval of the program.
- c. Written application for payment.

Subdivision 6.2.4 Longevity Pay:

Effective July 1, 2017

In addition to a teacher's pay on the regular salary schedule, teachers will earn longevity pay based on his or her current year of continuous teaching service in the district according to the teacher's seniority date as follows:

<u>Current Year of Teaching Service</u>	<u>Longevity Pay</u>
12 – 14	\$ 750
15 – 19	\$2,500
20 or More	\$5,000

Longevity will be paid separately in two (2) equal payments with the November 15 payroll and the March 31 payroll. Teachers must be in payroll status on those dates to be eligible for payment.

Teachers who received longevity pay during the 2016-2017 contract year, but who would not be eligible for longevity pay based on their years of service effective July 1, 2017, shall continue to receive longevity pay equal to their 2016-2017 longevity pay until such time as they are eligible for any change based on their years of service as set forth in this paragraph.

Section 6.2.5 Pay for District Initiated Training:

- A. Teachers who complete district initiated training outside of the duty day will be compensated at the hourly rate unless such work is mandatory.
- B. Mandatory training work above and beyond the contract will be paid pro-rata. Such work must be scheduled within the contract year to be considered "mandatory."
- C. Teachers who are presenting at District initiated and approved trainings will be paid the hourly rate for time spent presenting outside the duty day. In addition, presenters will be paid at the hourly rate for up to two hours of approved preparation time. Written approval for presentation/preparation pay must be obtained in advance of the training session. A building level training will be approved by the building administrator and a district executive. A district level training will be approved by a district executive.

Section 6.3 Professional Advancement Guide - Preschool, Elementary and Secondary.

- A. Seminars, workshops, and college courses must be taken at a time that does not interfere with the teacher's regularly scheduled school day.
- B. No undergraduate, graduate, seminar, workshops or in-service institute credits earned, prior to a degree, may be used for credits beyond the degree.
- C. Credit for college courses will not be granted for lane improvement on the District salary schedule if any portion of the participant's salary or expenses is paid by District 742,

except when the teacher takes the college course or attends the in-service at the District's written request.

D. In-service work performed while in the employ of another school district may not be used for salary lane placement in this district.

E. Lane advancement:

1. Submission Dates: Salary lane advancements will be processed during the school year, on January 15 and June 15, provided the teacher submits the following to the Human Resources Office at least ten (10) days in advance of these dates:

- a. A transcript of credits, grade report, or a letter from the appropriate college/university official; and
- b. Written evidence of prior administrative approval of courses or experiences; and
- c. Written application for lane advancement.

2. Effective Date: The new salary lane placement will be effective on the first day of the month following the teacher's successful completion of the course work needed for the lane advancement.

3. Retroactive Pay: Lane change advancements processed under paragraph 1 above will be eligible for retroactive pay only if submitted during the school year in which the credits were completed.

4. Completion of Lane Change Requirements During Summer Recess: If a teacher meets all the requirements for a lane change after a contract year is completed and submits all required documentation before August 31st, salary schedule advancement, as a result of the lane change will begin with the first payroll date under the new annual contract.

F. Dual Lane Change: Effective June 8, 2018, teachers can make no more than two (2) lane changes per school year (This includes the summer recess preceding the school year). Movement to the MA lane at the completion of an approved program is considered one (1) lane change for purposes of this paragraph.

Subdivision 6.3.1 Salary Lane Requirements:

1. The following salary lanes are recognized. One semester credit equals 1.5 quarter hour credits:

- Semester Hours
- BA
- BA + 10
- BA + 20
- BA + 30
- BA + 40

MA  
MA + 10  
MA + 20  
MA + 30  
MA + 40 or EdS, EdD or Phd

2. In order to receive lane change credits beyond a recognized degree and license, the teacher must earn the specified number of credits in approved graduate and undergraduate courses with course grades of “C” or better, or “S” when satisfactory/unsatisfactory grading is used, and an overall Grade Point Average of at least a “B”, excluding S/U grades. The specified number of approved credits must include a minimum of 2/3<sup>rd</sup> graduate credits, a maximum of 1/3<sup>rd</sup> undergraduate credits.
3. A teacher will move directly to the MA lane when an approved Masters program has been completed with course grades of “C” or better, or “S” when satisfactory/unsatisfactory grading is used, and an overall Grade Point Average of at least a “B”, excluding S/U grades. Movement to the MA lane at the completion of a program is considered one (1) lane change.
4. A teacher who has earned forty (40) approved semester credits beyond the Baccalaureate Degree as part of an approved EdS, EdD or Phd program will be advanced to the MA lane.

Subdivision 6.3.2 Previous Teaching Experience Credit: A new teacher who has previous teaching experience will be placed on the step of the proper lane (depending on academic preparation as set forth in Subd. 6.3.4) of the salary schedule as agreed upon between the District and the teacher. A teacher will not be given credit in excess of his/her teaching experience or education.

Subdivision 6.3.3 Lane Placement for New Teachers: A new teacher will be placed on a salary schedule lane according to the number of relevant graduate and undergraduate credits he/she has earned subsequent to receiving a Baccalaureate Degree. The determination of relevant credits at the time of initial placement shall be in the sole discretion of the District. A teacher whose course work to receive an initial teaching license results in a Master’s Degree will be placed on the MA Lane.

Subdivision 6.3.4 National Board of Professional Teaching Standards Certification:

1. **Application Fee and Expenses:** Once a teacher obtains National Board certification, the District will reimburse half the teacher’s program application fee. The District will maintain a list of teachers who qualify for application reimbursement, payable in the order in which the teachers apply for reimbursement. The District will reimburse no more than ten (10) teachers in a given school year. A teacher who has received application reimbursement from the District must continue employment in the District for at least two (2) years after completion of the program or will be required to reimburse the District for these costs.

2. National Board candidates will be granted up to three (3) days of leave without accumulative leave deduction for the purpose of meeting National Board candidacy requirements.
3. National Board candidates may receive up to five (5) two-hour taping sessions provided by District Media Services at no cost to the candidate.
4. Any teacher who achieves National Board certification will receive an additional \$1,000.00 in salary each year, payable over 24 pay periods, as long as the teacher holds certification.
5. The District may request that National Board-certified teachers share their expertise with fellow teachers. Such requests may include the following:
  - a. mentoring other teachers
  - b. conducting inservice on National Board certification
  - c. conducting inservice on effective teaching strategies
  - d. providing training on means to improve student achievement
  - e. providing training on involving parents in their children's learning

Such requests will be reasonable in terms of time commitment.

6. The Executive Director of Human Resources may recognize other national or state certifications in this section after they are approved for continuing education clock hour exemptions by the Minnesota Board of Teaching, or have been accepted through bargaining based on additional requirements of the area of licensure. Certifications currently eligible for pay pursuant to this paragraph include: CCC, NCSP, ASHA, LICSW, PT, OT, Audiologist.

Section 6.4 Pay Schedule: Teachers will be paid their annual salary over 24 pay periods to be paid on the 15th and the last day of each month beginning September 15 of each school year.

Subd. 6.4.1 Teachers who prior to July 1, 2015, elected one twenty-fourth (1/24) of their annual salary to be paid on the first nineteen (19) pay dates beginning September 15 and 5/24 of their annual salary on the 20<sup>th</sup> pay date (June 30), will continue to be paid on this schedule unless they elect the regular pay schedule set forth in Section 6.4 above.

## **ARTICLE VII – EXTRA PAY**

Section 7.1 Extra Pay Positions: The District and the SCEA recognize the importance of having teaching staff members hold positions on the extra pay schedules that directly work with students (i.e., student activities) or that involve making decisions that impact educational programs. As such, preference will be given to hiring qualified teaching staff for these extra pay positions, rather than employing persons outside the teaching field.

Subdivision 7.1.1 Performance Review:

1. Teachers who hold a position on the extra pay schedule will have their performance reviewed annually by their Activities Director.
2. Assistant coaches/advisors will have their performance reviewed by the Activities Director in consultation with the head coach/advisor.
3. The teacher will be involved in the review process and will receive written or electronic notification of the results of the review.

Subdivision 7.1.2 Notification of Termination of Position:

1. If a teacher's extra pay position will not be renewed for the following school year, the teacher will be notified of this decision in writing no later than 60 days following the official end of the assignment in a given year. In such a case, the teacher will also be notified of the reason(s) for non-renewal, although not necessarily in writing.
2. After the 60-day notification timeline has passed, a teacher may have their position nonrenewed if unforeseen circumstances arise, such as if their qualification for the position changes or if funding for the position is eliminated. In such a case, the teacher will be notified of this decision in writing as soon as possible. The teacher will also be notified of the reason(s) for nonrenewal, although not necessarily in writing.

Section 7.2 Extra Pay Schedule: All teachers employed in any extra pay activity will be paid on the 2015-2017 extra pay schedule (Exhibit D).

Section 7.3 Increments: Increments in the salary schedule reflected in Exhibit E will not be paid until the parties agree on, ratify, and implement a successor Agreement.

**ARTICLE VIII - HOURLY AND PART-TIME TEACHERS**

Section 8.1 Hourly Teacher Compensation:

- A. The hourly rate for 2017-2019 will be \$32.00.
- B. If a qualified substitute teacher cannot be found on a given date and a building administrator asks another teacher to take responsibility for the absent teacher's entire class, the teacher shall be compensated at the hourly rate.
- C. A teacher who is asked to sub during the teacher's lunch or prep period will be compensated at the hourly rate.

Section 8.2 Hourly Teacher Inservice: Hourly teachers will be eligible to participate in all appropriate (as determined by the administration) District and/or unit inservice activities, and will be paid their hourly rate of pay for these activities.

Section 8.3 Hourly Teachers to Salaried Contract:

- A. Hourly teachers who become salaried teachers will receive no prior teaching experience credit on the salary schedule for their prior hourly experience, but will receive those other salary provisions and fringe benefits as are received by similarly employed salaried teachers.
- B. For the purpose of determining a salaried seniority date for hourly teachers moving to salaried positions, 1040 hours worked per year will be considered full-time hourly employment. If for seniority purposes it is necessary to determine whether or not employment is continuous, 120 days worked in consecutive years will be used to make this determination.

Section 8.4 Part-Time Salaried Teachers: Salaried teachers who are employed less than full-time will be compensated for the performance of basic duties according to the basic salary schedule, pro-rated on the basis of the amount of their employment. Salary will be determined by multiplying the teacher's part-time employment status by the proper step placement.

Subdivision 8.4.1 Pay for Part-time Salaried Teachers When Subbing: Part-time salaried teachers with at least a .5 assignment will be paid the teacher hourly rate when doing subbing outside of their salaried time in the buildings or programs to which they are assigned.

Section 8.5 Insurance for Part-Time Teachers: Part-time salaried teachers who are employed on a 50% contract or more will be eligible to participate in all group insurance policies as authorized in Article XII.

**ARTICLE IX - LONG CALL SUBSTITUTES**

Section 9.1 Long Call Substitute:

- A. Definition: The term "long call substitute teacher" will mean any person who is employed by the District to replace an absent teacher for a period of at least thirty (30) days (or less at the discretion of the district).

- B. Reinstated from Unrequested Leave:

Subdivision 9.1.1 Employment Rights: Any long call substitute teaching position will be offered to the most senior, properly licensed teacher on unrequested leave (subject to Subd. 13.17) before being offered to any new teacher.

Subdivision 9.1.2 Salary and Benefits: Any teacher reinstated from unrequested leave into a long call substitute teacher position will receive experience credit on the appropriate salary schedule and, for those reinstated teachers employed for forty (40) or more consecutive work days, the teacher will be eligible for Section 8.5 Insurance for Part-Time Teachers: Part-time salaried teachers who are employed on a 50% contract or more will be eligible to participate in all group insurance policies as authorized in Article X benefits and short term leaves as those received by a similarly employed salaried teacher. For

those teachers who are employed forty (40) or more workdays, the insurance benefits will commence on the first day of employment.

C. Newly Hired/Previously Employed Long Call Substitute:

1. Long call substitute teachers who are not covered under the provisions of Subdivision 9.1.B will advance on the salary schedule in the same manner as salaried teachers.
2. Other Long Call Substitute Teachers: All other full-time long call substitute teachers will be paid a pro-rated amount of the beginning salary schedule step of the appropriate salary schedule in accordance with their level of professional preparations.

D. Less Than Full Time Employment: All long call substitute teachers who are employed on a part-time basis will be paid a pro-rated amount of the applicable rate of pay.

E. When it is impossible to secure a long call substitute teacher for a teacher applying for leave because of the negotiated rate of pay, the district will have the authority to negotiate a higher rate with any candidate, who, in the opinion of the District, deserves such consideration.

F. Long call substitute teachers, except as provided in subdivision 9.1.2, will be eligible for hospital/medical, life insurance, long-term disability, and dental insurance. The District will pay its negotiated share of the premium for "days of coverage" based upon the following formula:

$$\frac{\# \text{ paid days employed}}{185 \text{ days}} = \frac{\text{days of coverage}}{365 \text{ days}}$$

G. Long call substitute teachers who are re-employed in a licensed, salaried position for the following year while still in a long call substitute teacher assignment, will be eligible for continued coverage in the District's group life insurance program between school years by paying the premium, if necessary, to the District on or before the 20th day of the month preceding the month coverage is desired.

H. Salaried teachers, who are employed immediately following a long-term substitute assignment, will retain accrued accumulated leave.

### **ARTICLE X: TEACHERS ON SPECIAL ASSIGNMENT**

A. Definition: The term "teacher on special assignment" will be used to describe the reassignment of a currently employed teacher into a non-classroom assignment. Special assignment positions will exist in order to provide leadership or coordination for an educational program of the District (for example: SCSU Student Teaching Coordinator, Academic Coach, etc.). These positions exist solely at the discretion of the district and a teacher on special assignment may be reassigned to a teaching position in the teacher's area of license upon completion of the special assignment. Reassignment will typically take place at the end of a school year pursuant to the district staffing procedures and the

provisions of paragraphs F and G below.

- B. An updated list of the positions that are considered Teacher on Special Assignment positions will be reviewed with the SCEA by September 30. Additions to this list after September 30 will be reviewed with the SCEA within 30 days of new assignments.
- C. Posting: The District will post special assignment positions on the employment page of the district website or by email to all licensed staff for a period of at least ten (10) working\_days outside of the school year, and for five (5) days when school is in session.
- D. Assignment: The District maintains the right to assign qualified, currently employed teachers or teachers on unrequested leave of absence to these positions. Teachers may not use their seniority status to claim any special assignment position or vacancy. Teachers on unrequested leave of absence may apply for special assignment positions, and be considered by the District for these positions, but the District will not be required to offer them such assignments. The District shall have the sole authority to determine what teachers are assigned to these positions.
- E. Seniority: During the term of the special assignment, the teacher will continue to earn seniority as before the special assignment.
- F. Length of the Term: The term of a teacher on special assignment will typically be for one school year and may be continued from year to year in the sole discretion of the district. During the term of the special assignment, both parties will have the ability to evaluate program/personal needs, and if necessary request a change in assignment for the following school year.
- G. Reassignment: In the event that either the District or the teacher on special assignment wish to end the term of the assignment, notification must be given to the other party, in writing, by February 1<sup>st</sup> of the year preceding the change.
  - 1. If the district or teacher requests reassignment following the first year of the special assignment, the teacher will be returned to the assignment that he/she held prior to the special assignment if that position still exists, or may be considered for reassignment to another position at the request of the teacher.
  - 2. If the teacher's former assignment does not exist in the District the teacher will be appropriately reassigned by area(s) of license.
  - 3. If the teacher continues in the special assignment for more than one year and the district or the teacher requests reassignment, the teacher will be reassigned in the same manner as other teachers based on area(s) of license and consideration of the teacher's transfer preferences.
- H. The President of the SCEA will be considered on special assignment. A separate memorandum of understanding will define specific terms of this arrangement.

**ARTICLE XI – NURSING SERVICES**

In order to recognize that the work year for Licensed School Nurses does not match the school year because of the need to prepare such things as health concern lists of medically involved students, review health records for immunizations before school starts and develop individual health plans, the District and the St. Cloud Education Association agree as follows:

- A. Any current licensed school nurse working 1361.25 hours per year (185 days X 7.25 hours) will be considered to be on a full-time equivalent contract.
- B. Licensed school nurses working less than 300 hours per year will remain on hourly status.
- C. Licensed school nurses working more than 300 hours per year, but less than 1363 hours per year will be on pro-rated contract status.
- D. Executive Director of Student Services or designee will consider recommendations from the department of nursing services, and will indicate, by July 1st of each year, the number of hours which will be allocated to each nurse for the purpose of preparing health concern lists, checking immunization records, preparing individual health plans, or working with their health paraprofessionals. These hours will be part of a nurse's total contract assignment and will not exceed 39 hours. It is understood that this work will be performed between August 1 and the start of the school year.

Schedule adjustments made in recognition of these hours will be approved by the Executive Director of Student Services or designee.

- E. Hours for work during the summer months that are not covered by #4 above will be assigned to current nurses by mutual agreement. If none of the current nursing staff agree to work summer hours as part of their regular assignment, those hours will be given to a newly hired employee.

If nurses are asked to attend a meeting during the summer months due to some unforeseen circumstance, flexibility will be allowed to accommodate individuals who may be absent due to personal schedules. Any nurse who misses such a meeting will be responsible for acquiring the information shared at the meeting.

**ARTICLE XII - GROUP INSURANCE**

**Section 12.1 Group Insurance Benefits**

- A. The District will pay its negotiated share of the premium for "days of coverage" based on the following formula:

$$\frac{\# \text{ of paid days employed}}{185 \text{ days}} = \frac{\text{days of coverage}}{365 \text{ days}}$$

The balance of any premium costs will be borne by the employee and paid through payroll deduction.

- B. Eligible teachers, who are required to pay any portion of their premium for group insurance benefits, other than through payroll deductions, will submit a check, payable to the District, no later than the twentieth (20<sup>th</sup>) day of the month preceding the month for which coverage is being sought.
- C. Benefits for Former Employees: Extended hospital-medical, dental, and life coverage for formerly employed teachers including long call substitutes of the District shall be provided consistent with the provisions of COBRA and M.S.A. 471.61
- D. Duration of District Premium Payment: An employee is eligible for School District premium payments as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District contributions under this Article shall cease effective the last day of the month of earned coverage following the date of termination.

Section 12.2 Group Hospital/Medical Insurance:

- A. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District after reviewing the recommendations of the Labor Management Committee (LMC) composed of bargaining group and other employee representatives.
- B. Eligibility: Employees working at least 18.125 hours per week (50%) are eligible to participate in the District's group hospital/medical insurance program.
- C. Effective October 1, 2013, the District will provide group health insurance pursuant to the provisions established below. It is understood that the District's only obligation is to pay such amounts as agreed to herein and no claim will be made against the District as a result of a denial of insurance benefits pursuant to the provisions of the plan.
- D. Pursuant to the plan documents, the District will provide a high deductible health insurance plan for single and family plans. Plan coverage summaries will be provided to all participating employees.
- E. HRA Contribution: The district will provide a Health Reimbursement Account for all participating employees that will be available to fund expenses relating to deductibles or co-pays under the plan. The plan year shall run from October 1 through September 30 of each year and HRA contributions will be funded on October 1 at the levels set forth below:
  - 1) The District shall contribute \$1,000 per employee carrying single coverage, and \$2,000 per participating employee carrying dependent coverage.
  - 2) New employees starting service after the beginning of the plan year in October will receive an HRA contribution prorated by month based on the month of their first date of service. Part-time salaried teachers will receive an HRA contribution prorated by their percent of contract. Long Call Substitutes working for less than a full school year will not be eligible for an HRA contribution.

- 3) Employees eligible for Employee Married to Employee (EME) coverage pursuant to 12.2 E.4. below, will receive an HRA contribution of \$1,500 for each employee if in single coverage plans or \$3,000 to the employee carrying a dependent coverage plan.
- 4) Employees will be allowed to roll over unused HRA dollars year-to-year up to a cap of two times the deductible for the selected single or dependent plan. At no time will an employee have access to HRA dollars in excess of the cap.
- 5) An employee eligible for retirement benefits at the time of separation from the District shall have one year to spend down any balance in the employee's HRA account pursuant to the provisions of the plan.

F. District Premium Payments: The District will contribute a sum, not to exceed the amounts that follow, toward the premium for hospital/medical insurance for teachers who are eligible and enrolled in the group health plan.

1. Full-Time Salaried Teachers:

Full-Time Employees Single Coverage:

Effective October 1, 2017, the School District shall contribute a sum not to exceed \$615 per month toward the premium for individual coverage for each full-time salaried employee who qualifies for and is enroll in a School District group health and hospitalization plan.

Any additional cost of the premium shall be borne by the employee and paid by salary reduction.

Full-Time Employees Family Coverage:

Effective October 1, 2017, the School District shall contribute a sum of not to exceed \$1007 per month toward the premium for dependent coverage for each full-time salaried employee who qualifies for and is enrolled in a School District group health and hospitalization plan.

2. Part-time Salaried Teachers: For eligible salaried teachers who are employed at least 50% but less than 100%, the district's contribution will equal the teacher's percentage of contract multiplied by the district contribution for dependent coverage or the employee's percentage of contract multiplied by the district contribution for single coverage, dependent on which plan they enroll in and for which they are qualified.
3. Reduced Contract Teachers: Teachers who were eligible for hospitalization/medical insurance and whose contracts are reduced below 50% may continue in the District's hospital/medical plan at their own expense.
4. Employee Married to Employee. For any member of this bargaining group qualifying for health and hospitalization coverage under this Article, whose spouse is also a School District employee qualifying for health and hospitalization coverage, the School District shall contribute a sum not to exceed the premium for

two fully paid Single Insurance Plans, or one fully paid Dependent Insurance Plan for employees with eligible dependents, for the full contract year.

5. Retiree Double Gold Health Insurance: Effective October 1, 2011, Retirees who are participating in a Double Gold Plan as of this date may continue on that plan for as long as they remain eligible for coverage.

Section 12.3 Long Term Disability Insurance: The District will pay the full premium for long term disability insurance for each full-time teacher who is eligible. The specifications for long term disability insurance plan will be equivalent to the specifications offered to employees on July 1, 2013.

Salaried teachers employed on at least a 50% but less than 100% basis shall be eligible to participate in the District's LTD program at his/her expense. Participants will have the premium deducted from his/her payroll checks salary reduction. The teacher shall make his/her selection for coverage by September 30<sup>th</sup> of each year. Selected coverage must remain in effect until September 30 of the following year.

Effective September 1, 2012 the District will pay the first \$800.00 (or full premium if less than \$800.00) of the monthly health insurance premium for LTD recipients during the period of disability, but for no more than 17 months.

Section 12.4 Term Life Insurance: The District will contribute a sum not to exceed \$10.80 per month toward the premium for \$50,000 of group term life insurance for each full-time teacher who is eligible. The specifications for the term life insurance plan will be equivalent to the specifications offered to employees on July 1, 2013. The District will permit any eligible teacher to purchase an additional \$50,000 (up to a maximum of \$100,000) of group term life insurance (in multiples of \$10,000) with the premium being paid through payroll deduction salary reduction, subject to the enrollment criteria of the insurance company.

Salaried teachers employed on at least a 50% but less than 100% basis shall be eligible to participate in the District's Term Life Insurance program at his/her expense. Participants will have the premium deducted from his/her payroll checks. The teacher shall make his/her selection for coverage by September 1 of each year. Selected coverage must remain in effect until August 31 of the following year.

Section 12.5 Dental Insurance: The District will pay the full single premium per month for eligible full-time teachers who are enrolled in the District's group Dental plan or the District will contribute a sum not to exceed \$70.25 per month for eligible full-time teachers toward the premium for dependent coverage in the District's group dental plan. The specifications for the dental insurance plan will be equivalent to specifications offered to employees on July 1, 2013. If a full-time teacher is married to a full-time teacher, they may select two single policies or one fully paid family policy.

Salaried teachers employed on at least a 50% but less than 100% basis shall be eligible to participate in the District's Dental insurance program on a pro-rated basis. The District's contribution will equal the teacher's percentage of contract multiplied by the District contribution for single coverage or the employee's percentage of contract multiplied by the District

contribution for dependent coverage, dependent on which plan they enroll in and for which they are qualified.

Participants will have their percentage of the premium deducted from his/her payroll checks salary reduction. The teacher shall make his/her selection for the coverage by September 1 of each year. Selected coverage must remain in effect until August 31 of the following year.

### **ARTICLE XIII - LEAVES OF ABSENCE - SHORT TERM**

Short-term leaves of absence will be available to teachers in accordance with the provisions of this Article.

#### **GENERAL PROVISIONS**

If a teacher's absence causes reason to believe the performance in the classroom is less than satisfactory the district will have the right to investigate and take appropriate action.

The District shall make deductions from a teacher's accumulative leave equivalent to the actual time absent to the nearest 15-minute increment.

Section 13.1 Accumulated Leave Days: A teacher will earn annual paid accumulative leave time as set forth below. A teacher shall request time off in a timely manner through the district's electronic time off system. Failure to use the time off system in accordance with district procedures may result in discipline up to and including termination of employment.

All paid leave time, including discretionary leave, sick leave, family illness leave and bereavement leave, will be deducted from a teacher's accrued accumulative leave balance. All accumulative leave time will be credited in hours based on a 7.25 hour day. Part-time teachers will earn a pro-rated number of accumulative leave hours based on their percentage of contract.

A. Accumulation of days:

#### **Subdivision 13.1.1 Salaried Teacher:**

1. 185 day contract (1.0 contract) 11 days (79.75 hours)
2. Part-time salaried teachers will be granted accumulative leave days in proportion to the amount of their employment. All days credited will refer to 7.25 hour days. (e.g. a teacher employed on a 50% basis contract will receive 5.5 days or 39.875 hours of accumulated leave allowance) which may be used in accordance with Section 12.2 of this contract.

Subdivision 13.1.2 Hourly Teachers: Hourly teachers who are scheduled to work a minimum of 100 hours and 25 weeks per school year are eligible for accumulative leave.

1. Such eligible teachers will earn accumulative leave at the rate of 3 minutes per hour.

2. Such eligible teachers whose schedules are reduced to less than twenty-five (25) weeks will maintain eligibility for this benefit. This may be used in accordance with subdivision 12.2 of this contract.

B. Teachers, who are employed in a licensed position immediately following a long-term substitute assignment, will retain accrued accumulative leave.

C. If the amount of time employed is increased or decreased, the accumulative leave will be adjusted in accordance with the change in employment.

D. Due to the flexible nature of the scheduled days of ABE and ECFE programs, "scheduled time lost" will be used as the basis for deducting sick leave for those teachers. Example: If a teacher is only scheduled to work four hours on a day when s/he calls in sick, only four hours will be deducted.

E. Sick Leave Bank:

The District shall permit teachers to donate up to three (3) accumulative leave days per year to a sick leave bank for colleagues who have exhausted accumulative leave due to long term illness or disability.

Each donated day shall have a value of one (1) accumulative leave day. In order to be eligible to donate, a teacher must have at least 45 days of accrued accumulative leave.

The number of donated accumulative leave days which a teacher may receive is limited to the number of days donated, but may not continue beyond the teacher's eligibility for long term disability.

The SCEA will administer the donation/collection of days. All teachers who are eligible to donate will have the opportunity to contribute days to a generic sick leave donation bank. All days donated will be deducted from the contributors' accumulative leave totals.

The teacher requesting donated days will apply in writing for those additional days to the Association.

The District will administer the crediting of days to the recipient.

Donated days are to be used exclusively for sick leave and cannot be cashed in for any other purpose.

F. To reduce voluntary absences, each teacher who does not use any accumulative leave in a given school year will receive one (1) day of accumulative leave upon completion of the year. This additional day of accumulative leave will be credited to the teacher on the first day of the subsequent school year (This does not include a donation to the sick leave bank).

Section 13.2 Leaves with Accumulated Leave Deduction: One day of accumulative leave will be deducted for each day of absence due to personal or serious illness, bereavement, parental leave, and discretionary leave, in accordance with the provisions in this Article

A. Discretionary Days Defined: A teacher may use his/her accumulative leave days at her/his discretion for pre-arranged absences as follows:

<u>Current Year of Teaching</u>	<u>Number of Discretionary Days</u>
1-3 Years	5 Days
4+ Years	13 Days

However, the use of discretionary leave will not be available if the teacher has five (5) or less days of accrued accumulative leave. In addition, the use of discretionary leave will be subject to the following measurement criteria.

Measurement Criteria: For each year of this agreement, if end of year usage exceeds ten (10) days average use, the days available as discretionary will be reduced by one (1) for the following year.

The usage of discretionary leave will be monitored by the SCEA and District at January 1 and end of the school year. Discretionary use for bereavement will be tracked separately.

1. The teacher must notify the appropriate unit administrator a minimum of three (3) days in advance of the absence by requesting the day off in the electronic timekeeping system, except in the case of discretionary leave for bereavement. In special cases, a unit administrator may approve a request with fewer than three (3) days' notice. In all cases, teachers are encouraged to inform their unit administrators of planned accumulative leave as far in advance as possible.
2. There will be an eight (8) consecutive day limit for discretionary use of accumulative leave, except for bereavement leave.
3. Discretionary use of leave during scheduled parent contact time will incur a 2-for-1 deduction. Missed parent conferences made up with administrative approval will incur no deduction.
4. Teachers are responsible for the content of parent-teacher conference days and/or staff development days when absent during these days.
5. In cases of bereavement, the first five (5) days in any given year will be charged as discretionary use. Additional bereavement time needed will also incur accumulative leave deduction, but will not be considered discretionary.
6. Any Discretionary days in excess of thirteen (13) or use of more than eight (8) consecutive days must be approved by the Superintendent or the Executive Director of Human Resources, and will be deducted for a 2-for-1 rate.
7. Absences due to school business will not incur a discretionary or accumulative leave deduction.
8. Teachers who abuse discretionary leave or who have absences outside of these provisions may be subject to discipline.

B. The District will not be obligated to grant more than the following number of requests for pre-arranged discretionary absences on any given day:

1. no more than two (2) percent of the total teaching staff; and
2. no more than two (2) teachers per department or no more than 20% of the department, whichever is higher; and
3. no more than the following building limitation:

Number of Teachers In the Building	Leave Limitation
1-20 teachers	2 teachers
21-40 teachers	4 teachers
41-80 teachers	6 teachers
81-99 teachers	8 teachers
100 or more teachers	10 teachers

C. Non-Discretionary Days Use Defined: A teacher may use his/her accumulative leave days in non-discretionary situations for personal illness, illness of a family member, parental leave, and days in excess of the first five (5) of bereavement. Three (3) days notice is not required, but in all cases, teachers are encouraged to inform their unit administrators of planned accumulative leave as far in advance as possible.

D. Parental Leave: Childbirth, Adoption: A teacher may be allowed to use accumulative leave or childbirth or adoption. Any days which would normally result in an accumulative leave deduct may be deducted from accrued accumulative leave for any so-affected teacher. Paid holidays that are scheduled during the leave period will be paid. Non-duty days that fall during the leave period are unpaid and no accumulative leave deduction will be made.

E. The superintendent may grant additional days for serious illness or bereavement in extenuating circumstances.

F. School Closing:

1. In the event school is closed for a full day, the school board will have the authority to determine if, how, and when such time will be made up. If make-up time is required by the Board but is not completed by the teacher, the teachers' compensation shall be reduced accordingly. Teachers may use accumulative leave time to make up for any hours lost under this section. In the event a teacher does not have accumulative leave time available, the teacher will receive a pay deduction for the hours lost.
2. In the event of a late start, teachers are expected to report at the regular time or when conditions permit. Teachers may report up to two hours later than their regular report time as needed to accommodate safety or child-care concerns

- without accumulative leave or pay deduction. Teachers who report after the two hour late start time will receive the appropriate accumulative leave or pay deduction for time missed.
3. If a late start turns into a cancelled day, teachers who reported to work will be paid hourly for two hours.
  4. If school closes early, teachers can leave as soon as student dismissal is complete. This will be considered a full day worked.
  5. If school is closed and teachers are not required to report to work:
    - a) Teachers who attend a previously approved off-site workshop or training on a day that District 742 schools are closed will be paid the hourly rate for that time, but make-up requirements for those teachers for that day will still apply.
    - b) Teachers who had an approved accumulative leave absence scheduled for a day during which school is closed will not be charged with that day.
    - c) Part-time teachers who are not scheduled to work on a day school is closed will not be subject to the make-up provisions of that day.
  6. In the event any salaried teacher is unable to report for duty as a result of inclement weather or impassable roads or as a result of other similar conditions when attendance is required, the teacher will receive the appropriate accumulative leave or pay deduction.
  7. Scheduled make-up days approved by the School Board can be required for licensed staff attendance with a fifteen (15) school day notice.
  8. Emergency Schedules and Assignments: In the event of an emergency situation which impacts the school calendar, schedules, and assignments, such as an energy shortage, severe weather, or pandemic, the District will Meet and Confer with the affected employee groups prior to implementation of such changes.

Section 13.3 Leaves with No Deduction: No salary or accumulated leave deductions will be made for teachers taking the following leaves provided that, if the teacher receives any stipend, honorariums or other earnings (excluding mileage and expense reimbursements) for services performed while absent from duty, he/she will submit such earnings to the District or have the equivalent amount deducted from the teacher's salary.

Subdivision 13.3.1 Jury Duty: A leave of absence for jury duty will be granted to teachers who are summoned to serve in such capacity.

Subdivision 13.3.2 Civic Responsibility Leave: The superintendent may grant a leave of absence to a teacher who has achieved a leadership position in public affairs or in a service organization in District 742. No teacher will be granted more

than three (3) days per year nor will more than a total of fifteen (15) days per year be granted for the entire teaching staff.

Subdivision 13.3.3 Association Leave:

1. Days requested by the president of the Association for attendance at professional meetings by Association members or agents for Association purposes will be granted as Association leave.
2. Association Leave will be limited to twenty-one (21) days per school year.
3. The Superintendent may approve additional days for initiatives which are of mutual benefit to the District and the SCEA.

Subdivision 13.3.4 Minnesota State High School League Activities: Teachers acting as officials, judges, or interpreters of MSHSL activities will be granted a leave of absence up to three (3) days per year. On a given day such leave will not be granted in conjunction with any other leave of absence. The District will not deduct accumulative leave for participation in a MSHSL activity that is relevant to the District. A teacher coach/advisor who has an individual or team qualifying for regional, state or national competition, will be absent on school business for any days coaching during the competition with approval from the district. The district reserves the right to limit the number of coaches/advisors participating in any single competition under this paragraph.

Subdivision 13.3.5 School Conferences and Activities Leave: Minnesota Statute 181.9412 requires an employer to grant an employee leave up to a total of 16 hours during any school year to attend school conferences or classroom activities related to the employee's child provided the conferences or classroom activities cannot be scheduled during non-work hours. The employee must provide reasonable notice, if possible, and make a reasonable effort to schedule the leave so as not to disrupt unduly the operation of the employer. Teachers will inform the administrator and arrange for coverage of their responsibilities for up to two hours per activity, to permit attendance at school conferences or classroom activities related to their child without loss of pay or leave. If coverage cannot be arranged without cost to the district, or if the teacher will be absent for more than two hours per activity, the teacher will receive the appropriate accumulative leave or pay deduction for time missed.

Subdivision 13.3.6. Job Related Injury. A teacher who is injured by a student while on the job and who is authorized by a building or district administrator to seek medical attention or respite shall receive full pay for the day of the injury. Medically required absences after the day of injury, and before workers compensation coverage commences, may be approved as paid administrative leave by the Executive Director of Human Resources or designee. The District reserves the right to request medical certification supporting a request for additional paid time off.

Section 13.4 Leaves with Full Salary Deduction: Absences at full salary deduction, but with no deduction from Accumulative Leave, may be authorized by the Superintendent when leave allowances have been exceeded or for unusual personal reasons which justify the absence of the teacher from contractual obligations.

Subdivision 13.4.1 Discretionary Leave: Discretionary leave at full deduction may be authorized by the Superintendent not to exceed five (5) days in any consecutive five (5) year period.

Section 13.5 Family and Medical Leave Act: The Family and Medical Leave Act requires an employer to provide up to twelve (12) weeks of unpaid leave for a combination of leave situations. Employees may use a total of twelve (12) weeks of leave to care for a child any time within the first year of the child's life, upon adoption or foster placement of a child or for the employee's own illness, or for the illness of the employee's spouse, parent or child.

An employee who is taking leave pursuant to FMLA has the right to continue to receive health and dental insurance benefits from the District on the same basis as he/she was provided immediately prior to the commencement of the leave of absence.

#### **ARTICLE XIV - LEAVES OF ABSENCE - LONG TERM**

Long term leaves of absence will be available to salaried teachers in accordance with the provisions of this article.

##### **GENERAL PROVISIONS**

Leaves of absence which are granted pursuant to the provisions of this article will not constitute a break in the continued employment (seniority) status of the teacher. Long-term leaves of absences shall be requested before February 1 of the year preceding the leave.

Teachers on a leave of absence from the District continue to be under continuing contract with the District until the teacher resigns or is terminated by Board action consistent with relevant Minnesota Law. Any teacher on a long-term leave without a plan to return to service during the school year shall notify the District in writing of his or her intent to return to service or to request an extension of leave during the subsequent school year prior to February 1. Failure to notify the district as required by February 1 may result in the teacher being proposed for discharge at the end of the school year pursuant to Minnesota Statutes Section 122A.40 Subd. 13(3). A request for an extension of leave may be approved at the sole discretion of the District. Approved extended leave requests may be rescinded or modified by mutual agreement of the District and the teacher involved.

When the District has sufficient reason to believe the provisions of a leave of absence are being violated or misinterpreted, the District will have the right to investigate and take appropriate action. The costs of the investigation will be borne by the District.

Upon completion of an approved leave, the teacher will be returned to his/her position or to an equivalent contractual position, and unused accumulated leave days will be restored. However, a

teacher on an approved leave may be placed on unrequested leave pursuant to the provisions of that article.

All requests for long-term leave must be submitted in writing to the Executive Director of Human Resources. The request will indicate the proposed commencement and termination dates.

The proposed beginning date (except child care leave) and the proposed return date will be coincident with a natural break in the school year or any other mutually agreeable date.

Leaves will not exceed twelve months with the exception of extended alternative leave or childcare leave.

Accumulative leave is not earned during the time a teacher is on a long-term leave. Experience credit is not earned during the time the teacher is on long-term leave except for teachers on sabbatical leave or teachers on professional leave which has been granted for the purpose of teaching.

Teachers on leave will maintain their eligibility to participate in the District's group insurance programs.

Unless otherwise provided, the teacher will pay the premium(s) to the District on or before the 20th day of the month preceding the desired month of coverage.

Section 14.1 Leaves of Absence Without Pay:

Subdivision 14.1.1 Health Leave

1. A teacher may be granted a leave of absence for health reasons. Written requests will be submitted and will be accompanied by a recommendation from a physician competent in the field.
2. Leave of absence for health reasons may be required by the District in accordance with M.S. 122A.40, Subdivision 12.

Subdivision 14.1.2 Professional Leave:

1. A leave of absence may be granted by the District for continuing education.
2. Professional leave may be granted to a teacher for the purpose of teaching full-time in his/her areas of licensure. Upon return the teacher will be eligible for advancement on the salary schedule in accordance with Article VI, Section 6.2.
3. All requests for professional leave will state:
  - a. The reason for the requested leave.
  - b. Details of plans as to how the teacher intends to spend the time of the leave.
  - c. Such future benefits as may be derived by the teacher and the District from the leave of absence.
  - d. Evidence of a past history and continuing interest in self-improvement.

- e. A reasonably detailed proposal as to how duties and responsibilities can be assumed and carried out in the teacher's absence.
- f. A summary of how past performance together with the proposed benefits of the leave will enable the teacher to make a substantial contribution to the improvement of the programs of the District.
- g. Request for leave should be filed by February 1 prior to the commencement of such leave.
- h. A leave request made after February 1 may be approved by mutual agreement of the District and the teacher involved. Leave requests made prior to February 1, which received District approval may be rescinded prior to their scheduled onset by mutual agreement of the District and the teacher involved.

Subdivision 14.1.3 Hourly Teachers – Leaves of Absence: A leave of absence may be granted at the discretion of the District to an hourly teacher with a minimum of three (3) years of teaching experience in the District. The hourly teacher may take a leave of absence for up to 90 days and must be returned to his/her same position.

Subdivision 14.1.4 Child Care Leave:

1. A teacher, including hourly, will be granted a child care leave subject to the following conditions:
  - a. Requests for such leave should be made at least 30 calendar days prior to the estimated due date. The request for a child care leave will indicate the length of the leave as follows:
    - 1) less than the balance of the school year; or
    - 2) for the balance of the school year; or
    - 3) for the balance of the school year plus an additional school year.
  - b. A teacher may be granted an extension to a child care leave if the request for the extension is made by February 1 of the year prior to the year of the leave. The Board shall approve/disapprove such request by April 1. A leave request made after February 1 may be approved by mutual agreement of the District and the teacher involved. Leave requests made prior to February 1 which received District approval may be rescinded prior to their scheduled onset by mutual agreement of the District and the teacher involved.
  - c. In the case of adoptive leave or the assumption of legal guardianship, the teacher will notify the District when the teacher has been approved for an adoptive placement. The teacher will request such leave as soon as possible after he/she has been notified of home placement.
2. Leave will begin upon home placement of an adopted or foster placement child, or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child, anytime within the first year of the child's life or at such other date mutually agreed between the teacher and the school district.
3. A child care leave may be granted at the discretion of the Superintendent to a teacher whose child needs special parental attention.

Subdivision 14.1.5 Alternative Leave:

1. A leave of absence may be granted for up to two years by the District for purposes of engaging in an alternative experience. The recipient will not be permitted to return to his/her position in the district during the period of the leave.
2. The District will have the sole authority to approve or deny such requests based on criteria which the District deems appropriate. The District will consider the availability of an adequate substitute for the teacher making such a request.
3. Such request should be submitted in writing by February 1st prior to commencement of the leave. The Board of Education will give its approval or disapproval by April 1st. A leave request made after February 1st may be approved by mutual agreement of the District and the teacher involved. Leave requests made prior to February 1st that received District approval may be rescinded prior to their scheduled onset by mutual agreement of the District and the teacher involved. The teacher will state in detail:
  - a. a full explanation of his/her reasons for requesting such a leave;
  - b. the total period of time the teacher expects to be on leave including beginning and returning dates; and
  - c. a full and complete address at which the teacher may be reached for any necessary communications.
4. A leave of absence may be extended for up to one additional year at the sole discretion of the District.
5. Any additional benefits negotiated by the Association will not become available to the teacher until he/she returns to full employment in the District. This will not affect the current insurance programs or revisions thereof.

Subdivision 14.1.6 Shared Teaching Leave:

1. The Board may at its discretion grant a leave of absence for a school year or any portion of a school year to a salaried teacher(s) for the purpose of facilitating a shared teaching assignment.
2. A teacher who wishes to participate in a shared teaching assignment should make application to the District by March 1 of the school year preceding the school year for which the assignment is requested. The Board of Education will give notice of approval or disapproval by April 1. A leave request made after March 1 may be approved by mutual agreement of the District and the teacher involved. Leave requests made prior to March 1 which received District approval may be rescinded prior to their scheduled onset by mutual agreement of the District and the teacher involved.
3. The application will include the specific portion of the year the teacher desires to be on leave and the teacher(s) with whom the assignment is to be shared.

## ARTICLE XV – TEACHER SENIORITY AND UNREQUESTED LEAVE

### GENERAL PROVISIONS

The District may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Final School Board action placing teachers on unrequested leave must take place prior to June 1. The unrequested leave of absence will be effective at the close of the school year and will not exceed five (5) calendar years. This provision has been negotiated pursuant to the M.S. 122A.40 Subdivision 10. M.S. 122A.40 Subdivision 11 does not apply.

#### Section 15.1 Teacher Seniority:

- A. Definitions: For purposes of this article, the terms defined will have the meanings respectively ascribed to them.

"Working day" is defined as all weekdays not designated as holidays.

"Teacher" means those individuals listed in Section 3.2 earlier in this agreement.

"Qualified" will mean a teacher who, is licensed in a subject matter. "Qualified" will also mean any physical therapist, occupational therapist, Early Childhood Family Educator (ECFE), Community Education Preschool teacher, or Youth Service Coordinator employed by the District.

"Subject Matter" will mean areas in which a Teacher holds a license issued by the Minnesota Department of Education.

- B. Establishing the Seniority List:

Seniority will be determined based on each Teacher's continuous, uninterrupted employment with the District. This includes employment as a probationary teacher, part-time teacher, long-call substitute, tenured teacher, or teacher on special assignment.

1. Seniority begins to accrue on the date corresponding to the first date of a Teacher's continuous employment in the District.
  - a. Said date of employment for teachers hired before January 1, 1996 will be the date official Board action is taken or the first date upon which the individual teacher reports to work, whichever is earlier.
  - b. For employees whose initial employment began on or after September 1, 1981, but before January 1, 1996, the term "official District action" will mean the first regularly scheduled Board meeting following receipt by the District of the signed contract whether Board action is taken or not.
  - c. Said date of employment for teachers hired after January 1, 1996, will be his/her first duty day of teaching service.

Seniority numbers for teachers employed on the same date will be determined by the smallest file folder number assigned by the Licensing Department of the Minnesota Department of Education.

2. District 742 teachers who accept positions within the District which require a majority of the administrative or supervisory duties (as defined in the PELRA), will be removed from the teacher bargaining unit. In the event that the teacher re-enters the teacher bargaining unit, either by voluntary or involuntary action, the teacher will be placed on the teacher seniority list, and will be given a seniority date which reflects all of the teacher's licensed service, including administrative and supervisory experience in the District.
3. Effective July 1, 1999, part-time teachers will accrue seniority in the same fashion as full-time teachers.
4. Seniority will be established by subject matter areas of licensure. No distinction will be made between major and minor areas of licensure. Seniority will be gained in all subject matter categories for which the teacher holds a license.
5. A separate seniority list which follows these guidelines will be maintained for hourly teachers.
6. Teachers who are in the "Family Education" category must have specific licensure in Early Childhood Education, or Parent Education, or Pre-Kindergarten by September 1, 2000. Any teacher, in these categories who fails to meet this requirement may be subject to immediate termination pursuant to MN statute 122A.40.

C. Posting the Seniority List:

1. By November 1 of each year, or as soon thereafter as practical, the District will cause a seniority list (by name, teaching assignment, seniority number, date of employment, and areas of licensure) to be prepared from its records. It will post such lists on the District website and will simultaneously provide the SCEA with a copy.
2. Any teacher whose name appears on such seniority lists and who disagrees with the findings of the District will have twenty (20) working days from the date of posting, to supply written documentation of proof to the District supporting his/her areas of disagreement.
3. Within twenty (20) working days thereafter, the District will evaluate any and all such written communications regarding the order of seniority contained in said lists and may make appropriate changes. A revised seniority list will be posted no later than the first working day in January. Teachers will have fifteen (15) working days thereafter to supply written documentation or proof to the District supporting his/her areas of disagreement. Final seniority lists will be prepared and posted by the District no later than February 15th. The Association may challenge the final seniority lists by filing a grievance.

4. In the absence of a grievance filed within twenty (20) working days from the date of posting of the final lists, the posted seniority lists will be conclusively deemed to be correct and may not be revised until the next fall.
5. Additional Licensure: A new license will become effective upon its presentation to the Executive Director of Human Resources. Licenses presented on or before May 1 or the final date of School Board action eliminating positions, whichever is earlier, may be used to exercise bumping rights. Licenses presented after that date may be used for recall rights.
6. Surrendered License: Any teacher who has elected to allow a license to expire is obligated to report this to the Human Resources Office.
7. Each year the District will update the seniority list to reflect any changes in licensure, the addition of new teachers, or deletion of teachers caused by retirement, death, resignation or other cessation of services or any other proper revisions. The yearly revised list will govern the application of the unrequested leave of absence policy until revised.

Subdivision 15.1.1 Consolidation of District into District 742: In the event of consolidation of another district into District 742, the teachers being brought into District 742 will have seniority as defined in this Section based upon the number of years of teaching service in the consolidated district.

Section 15.2 Placement on Unrequested Leave: If the District determines that a reduction in the numbers of teachers is necessary, it will reduce its work force in the following manner:

- A. Voluntary action: In order to prevent involuntary placements on unrequested leave by the District, teachers are encouraged to notify the District of a request for a voluntary action by April 1 of the school year preceding the commencement of the voluntary action. Requests for voluntary layoff submitted before June 1 will be granted if there is a less senior teacher being proposed for placement on unrequested leave or if there is a less senior teacher on unrequested leave at the time the request is made who is licensed in the licensure area to which the volunteer is currently assigned to teach. The District may deny any voluntary requests for placement on unrequested leave of absence submitted on or after June 1.
  1. Request and accept any volunteers for lay-off who meet the timelines and criteria described above and below. If anyone volunteers for lay-off and is placed on unrequested leave, he/she will have the same rights and benefits as an involuntarily laid off teacher.
  2. Request and allow teachers to voluntarily accept temporary assignment into positions established and maintained by the District which are less than equivalent to their current positions (for example: a full-time teacher would be allowed to teach part-time while retaining re-employment rights to a full-time position in the following year).

3. If a teacher (whose options are accepting an equivalent District reassignment or being placed on unrequested leave) feels that he/she is not qualified for the position assigned to him/her by the District, the teacher will have the right to refuse such an equivalent position(s) and will be placed on unrequested Leave.
4. If a teacher's contract is extended beyond 185 days, or reduced below 185 days as the result of a modification of program, he/she will be given the opportunity to sign a modified contract in lieu of being placed on unrequested leave.

B. Involuntary Action:

1. The decision to place any teacher on unrequested leave is subject to the grievance procedure, but the arbitrator may review only the question of whether the mechanics of this policy have been observed. The decision as to whether or not it is necessary to place teachers on unrequested leave is not subject to review by an arbitrator.
2. Teachers will be placed on unrequested leave in inverse order of seniority.
3. The District will provide the Association with a list of persons placed on an unrequested leave of absence, the areas of licensure for each of these persons, and a list of vacancies.

Subdivision 15.2.1 Benefits While on Leave: Any teacher placed on unrequested leave of absence will remain eligible for all employee group insurance plans, subject to the approval of the insurance carrier, but must pay the entire premium during the period of such leave. Also, such teacher will retain accrued accumulative leave while on leave.

Section 15.3 Reinstatement:

- A. No new teacher will be employed by the District while any teacher in the same area of licensure is on unrequested leave of absence. The order of reinstatement will be in inverse order in which the teachers were placed on unrequested leave.
- B. All unused accumulative leave earned prior to placement on unrequested leave will be restored to any teacher who is reinstated from unrequested leave. Non-tenured teachers who have resigned or whose contracts have been non-renewed and will not return to employment in the District the following school year will have thirty percent (30%) of their unused accumulative leave automatically donated to the Sick Leave Bank at the conclusion of the school year.
- C. When placed on unrequested leave, a teacher will file his/her name and home and vacation address and any e-mail address with the District Human Resources Office. It is the responsibility of the teachers on said list to keep the Human Resources Office informed of any address changes or any changes in status affecting their eligibility.

The reinstatement process will be as follows:

1. Notice of any applicable vacancies will be given each teacher on unrequested leave by personal delivery, certified mail with return receipt requested, or by e-mail.
  2. Upon receiving notification of an available position(s), each teacher will notify the Human Resources Office in writing either by US mail, telephone, e-mail or by personal delivery within seven (7) calendar days after receipt of said notice. The teacher's response will indicate acceptance or rejection of each vacancy for which the teacher is eligible for reinstatement. Failure to respond to the notification will be considered a rejection.
  3. A teacher will have the right to reject equivalent positions on three (3) different notifications before losing reinstatement rights. Only one (1) offer of an equivalent position will be made each year. A teacher will have the right to unlimited rejections of non-equivalent positions.
  4. At the conclusion of the notification period, the District will:
    - a. offer contracts to the most senior, properly licensed teacher(s) who have indicated acceptance of such position(s). If the teacher fails to sign and return any equivalent contract within ten (10) days, it will nullify his/her future reinstatement rights and the district will have the right to offer the contract to the next most senior properly licensed teacher; and
    - b. notify teachers, who were not offered contracts because they were not the most senior, properly licensed teacher(s), that they will maintain their reinstatement rights; and
    - c. notify teachers, who were not offered contracts because they rejected an equivalent position(s) for which they were the most senior, properly licensed teacher, that they will have only two (2), one (1) or none (0) future reinstatement rights.
  5. In the event that notification of the vacancy cannot be made in the prescribed manner to any teacher, the District will so inform the Association. The Association will have up to two (2) working days to contact the teacher. If contact is unsuccessful, the District will then offer the position to the next most senior properly licensed teacher. The District will attempt to serve notice of subsequent employment vacancies until a total of three (3) different offers of re-employment have been made. Failure on the part of the teacher to respond to any of these three (3) attempts will result in a waiver of any future reinstatement rights.
- D. Equivalent Reinstatement: For purposes of reinstatement, the term "equivalent" will mean a salaried position or combination of salaried positions which provides the same number of days of employment, hours of employment, statutory rights, and contractual rights and benefits as the position which was held prior to placement on unrequested leave. If a teacher is reinstated to an equivalent position, he/she will be removed from unrequested leave.

- E. Non-Equivalent Reinstatement: A teacher who is offered a non-equivalent position will have five (5) working days to accept such offer.

A teacher who accepts a non-equivalent salaried position will retain the right to claim a subsequently vacated equivalent position. This right may not be exercised except at a natural break in the school year, at the beginning of a subsequent school year, or at a mutually agreeable date.

A teacher who accepts a non-equivalent salaried position will have the time that he/she is re-employed count as a part of his/her five (5) year reinstatement period for an equivalent position and if subsequently placed on unrequested leave he/she will have five (5) more years of reinstatement rights to his/her non-equivalent salaried position.

A teacher who rejects a non-equivalent salaried position will retain all reinstatement rights. A teacher who was employed full-time in the district, and was placed on unrequested leave, and subsequently accepts a part-time salaried position will remain eligible to participate in all employee group insurance plans with the District to pay the premium amounts as provided for in Article XI of this Agreement.

- F. Long Call Substitute Positions: Any long call substitute position will be offered to the most senior properly licensed teacher on unrequested leave before being offered to any new teacher.
- G. Reinstatement rights will automatically cease five (5) years from the date unrequested leave was commenced. No further rights to reinstatement will exist.

Section 15.4 Continuance:

This Article will be effective at the beginning date of this Agreement and will govern all unrequested leaves until a new Agreement between the District and the Association is officially signed and ratified.

## **ARTICLE XVI - WELLNESS BENEFITS**

### Section 16.1 Wellness Benefits

#### Subdivision 16.1.1 Eligibility.

1. All members of the teachers bargaining unit are eligible for Wellness Benefits under section 16.1.3.
2. Teachers who have completed fifteen (15) or more years of service in the district are eligible for Wellness Benefits under Sections 16.1.4 and 16.1.5.
3. Teachers who are terminated for cause or who resign from the district while an investigation is pending will not be eligible for any contribution under this section.

Subdivision 16.1.2 Definition of Daily Rate of Pay: "Daily rate of pay" means the teacher's basic rate as provided in the basic salary schedule for the last fiscal year in which the teacher is employed and will not include compensation for extracurricular activities, extended employment, or other extra compensation.

Subdivision 16.1.3 Mandated Employee Contributions: Effective July 1, 2015, eligible teachers can accrue up to four hundred thirty five (435) hours (60 days x 7.25 hours) of accumulative leave, plus the 79.25 hours (11 days x 7.25 hours) credited at the beginning of each school year. At the end of each school year, any eligible teacher who has accrued more than 435 accumulative leave hours will have such hours in excess of 435 hours purchased by the District based on the following formula:

$$\# \text{ of Excess Hours} \times \text{Teacher's Hourly Rate (Daily rate/7.25)} \times .30$$

The District will purchase such days at the end of the school year by depositing these wellness dollars directly into the teacher's MHCSP account administered in accordance with Minn. Statute 352.98.

Subdivision 16.1.4 Employer Matching Contributions: The District will match all Wellness MHCSP contributions described in 16.1.3, for eligible teachers. These matching contributions will be paid to the teacher by payroll deposit on August 15 of each year.

Subdivision 16.1.5 MHCSP Contribution: The District will deposit \$6,500.00 into the eligible teacher's post retirement Minnesota Health Care Savings Plan ("MHCSP") account at the time of resignation or retirement from the district for eligible teachers.

Subdivision 16.1.6 Individual Emergency Sick Leave Bank: On June 30, 2016, teachers with more than 514.75 hours (435 hours plus the 79.75 hours credited at the start of the 2015-2016 school year) had those hours placed in an individual emergency sick leave bank separate from their regular accumulative leave accruals. These individual emergency sick leave bank hours are available to the teacher only for sick leave or family illness leave, and only when the teacher's regular accumulative leave balance has been exhausted. Teachers are required to use their own emergency sick leave bank before requesting donated days from the SCEA sick leave bank. Teachers may only donate days to the SCEA sick leave bank from their regular accumulative leave accruals, and not from their individual emergency sick leave banks.

## ARTICLE XVII 403(b) PLAN

Section 17.1 403b Plan Participation. Employees of this bargaining unit shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes §356.24, upon completion of a salary reduction agreement by September 1st of each school year.

Subdivision 17.1.1 Approved Plans. The District will make contributions of employee or district funds only to the following approved vendors and annuity plans:

a. EFS/ESI

1. Great American – Total Group Annuity
2. TD Ameritrade- 403(b)(7) Mutual Fund Account

b. AXA/EQUITABLE

1. EQUI-VEST Strategies Group Annuity Account
2. 403(b)7 Mutual Fund Account

c. HORACE MANN

1. Qualified Group Variable Annuity
2. Group Fixed Annuity
3. 403(b)7 Mutual Fund Account

d. ASPire Financial

1. 403(b)7 Mutual Fund Account

No other vendors or products will be available as investment options under the School District 403(b) plan unless mutually agreed upon by the District and the SCEA.

Subdivision 17.1.2 Matching Contribution Plan. Beginning with open enrollment during the 2016-2017 school year, the School District shall match annual contributions for tenured teachers who are working a .50 contract or more based on their current year of employment in the School District. Matching contributions for part-time teachers will be prorated based on their percent of contract. A year of service is defined as a year in which the part-time or full-time teacher worked at least 120 days.

The School District matching amount shall be pursuant to the schedule set forth below and shall not exceed the Annual Maximum Match Amount:

<u>Current Year of Teaching Service to the District</u>	<u>Maximum Match Amount</u>	
	<u>Annual</u>	<u>Cumulative</u>
Two (2) years to Eight (8) years	\$1,000	\$ 7,000
Nine (9) years – Twelve (12) years	\$1,500	\$ 6,000
Thirteen (13) years – Fourteen (14) years	\$2,000	\$ 4,000
Career Maximum Match		\$17,000

Subdivision 17.1.3 Limitation on Matching Contribution. The maximum career matching contribution by the School District shall be \$17,000. A teacher will no longer be eligible for matching contributions after completing fourteen (14) years of service to the district. Teachers who are no longer eligible for the matching plan, remain eligible to participate in the 403(b) plan upon completion of a salary reduction agreement.

Subdivision 17.1.4 A salary reduction authorization agreement must be completed by the eligible teacher by September 1 for the teacher to participate in the 403b Matching Contribution Plan for that school year.

Subdivision 17.1.5 The School District shall provide notice to participating employees when they become eligible for an increased level of matching contribution.

Subdivision 17.1.6 Employees on unpaid leaves may not participate in the matching program while on leave.

**ARTICLE XVIII**  
**SEVERANCE PAY AND SEPARATION PAY**

Section 18.1 Severance Pay. Severance pay is defined as compensation paid to a teacher who has terminated employment based on retirement or resignation from the District and has met all of the other requirements set forth in this section.

Subdivision 18.1.1 Eligibility: Teachers meeting the following requirements shall be eligible for severance pay from the district pursuant to the provisions of this Section, upon submission of a written notice of retirement or resignation accepted by the School District.

- a. Employees must complete at least fifteen (15) years of continuous service according to the provisions of this Section to be eligible for severance pay;
- b. Part-time years of service of .50 or more accrued prior to July 1, 2010, will be treated as eligible years of service for purposes of this section and will receive a full \$1,000 of severance pay for those years;
- c. Part-time years of service of .50 or more accrued after July 1, 2010, will be treated as a full year of service in determining eligibility for severance pay, but the teacher will receive prorated severance pay for those years of service when they worked part-time based on their percent of contract for that year (e.g. a .60 teacher would receive \$600 for that service year rather than \$1000);
- d. Any year in which a teacher is on a full year leave of absence will not be counted as an eligible year of service, but will not constitute a break in continuous service;
- e. Any years of service by a teacher prior to earning the teacher's current seniority date will not be counted as years of service for purposes of this article;
- f. Teachers who become and remain totally and permanently disabled after meeting the eligibility requirements of this section, will be eligible for severance pay under this section;
- g. A teacher whose death occurs after meeting the eligibility requirements of this section will be eligible for severance pay under this section;
- h. Hourly teachers will not be eligible for severance pay under this section;
- i. A teacher who is discharged for cause shall not be eligible for severance pay under this section.
- j. "Retirement" as used in this article shall refer to a teacher who is eligible for severance benefits and also immediately eligible upon separation of service to receive pension benefits from Teachers Retirement Association (TRA) or other public employee pension program.

- k. “Resignation” as used in this article shall refer to a teacher who is eligible for severance benefits but is not eligible upon separation of service to receive pension benefits from Teachers Retirement Association (TRA) or other public employee pension program.

Subdivision 18.1.2 Calculation of Severance Pay. A teacher meeting the eligibility requirements of Section 18.1.1 at the time of resignation, retirement, disability or death shall receive Severance Pay as follows:

- a. \$1000 per year of qualifying service as severance pay;
- b. Pursuant to paragraph 18.1.1.c above, severance pay for part-time years of service after July 1, 2010 will be prorated;
- c. Total Severance Pay under this section will not exceed a cap of \$45,000;

Subdivision 18.1.3 Dates of Payment.

- a. Timely Notice of End-of-Year Retirement or Resignation. If a teacher provides timely notice of an end-of-year retirement or resignation on or before February 1 of the school year, severance pay will be paid in two equal installments with the first payment within 60 days of retirement or resignation, and the second payment on the first payroll day in January of the school year following retirement or resignation.
- b. Timely Notice of Mid-Year Retirement. If a teacher provides timely notice of a mid-year retirement with at least 60 days notice, severance pay will be paid in two equal installments with the first payment within 60 days of retirement, and the second payment on the first payroll day in January of the school year following retirement.
- c. Timely Notice of Mid-Year Resignation. If a teacher provides timely notice of a mid-year resignation with at least 60 days notice, and the resignation is accepted by the school district with a resignation date that is approved by the district, severance pay will be paid in two equal installments with the first payment within 60 days of resignation, and the second payment on the first payroll day in January of the school year following resignation.
- d. Untimely Notice of Retirement or Resignation. If a teacher fails to provide timely notice of retirement as set forth above, severance pay will be paid in one installment on the first payroll day in January of the school year following retirement or resignation. If a teacher leaves the district without district acceptance of his/her resignation, or without an agreement with the district regarding the effective resignation date, severance pay will be forfeited.
- e. Annual Severance Pay Cap. Notwithstanding the pay date provisions set forth in this subsection, the total Severance Pay for this bargaining unit in any given school year shall be capped at \$550,000. Teachers whose retirement or resignation notices are otherwise timely, but that are received after reaching the annual

severance pay cap based on the order in which retirement/resignation notices are received, may have their total severance payment delayed until the first payroll day in January of the school year following resignation. The annual severance pay cap may be increased at the sole discretion of the District. The exercise of the District's discretion to extend the Severance Pay Cap for this bargaining unit shall not be subject to the grievance procedures of this Agreement.

Subdivision 18.1.4 Payment.

- a. Severance Pay under this Section shall be paid by the School District into the employee's Minnesota Health Care Savings Plan (MHCSP). The payments are subject to maximum severance limitations contained in Minnesota law, as well as any limitations on health care savings plan contributions in federal or Minnesota law.
- b. If an employee completes and qualifies for a waiver of participation based on the health care savings plan criteria, and the waiver is presented to the School District at least two (2) months in advance of the teacher's resignation or retirement date, payment under this section shall be paid directly to the teacher in one lump sum within sixty (60) days of resignation or retirement.
- c. If an employee who is eligible for Severance Pay under this article dies prior to submitting a notice of resignation or retirement, or after submitting notice but prior to the anticipated resignation or retirement date, severance pay will be paid to the teacher via payroll or to the teacher's estate and not to the MHCSP.

Section 18.2 Separation Pay. Separation Pay is defined as compensation paid to a tenured teacher who has terminated employment with the District with less than fifteen (15) years of completed service and has met all of the other requirements set forth in this section.

Subdivision 18.2.1 Eligibility: Teachers meeting the following requirements shall be eligible for Separation Pay pursuant to the provisions of this section, upon submission of a written resignation accepted by the School District.

- a. A tenured teacher who resigns prior to April 1, effective at the end of the school year, will be eligible for Separation Pay.
- b. A tenured teacher who resigns during the school year whose resignation has been accepted by the District, with a separation date that has been approved by the District, will be eligible for Separation Pay.
- c. A tenured teacher who is on medical leave who resigns after April 1 because his/her medical condition will not allow return from leave, will be eligible for separation pay.
- d. A tenured teacher who resigns from the district while an investigation is pending will not be eligible for separation pay.

Subdivision 18.2.2 Calculation and Payment of Separation Pay.

- a. Separation pay will be paid at the rate of \$100.00 per accrued accumulative leave day (one day = 7.25 hours of accumulative leave) up to a maximum of ten days or \$1,000.00;
- b. Separation Pay will be paid to the teacher by payroll deposit no later than thirty (30) days after the resignation takes effect.

Section 18.3 Retiree Recognition: The District will initiate an Employee Recognition program designed to acknowledge and commend service to District 742 schools. The Employee Recognition program will provide a tangible memento of appreciation to employees at five (5) year intervals, beginning with ten (10) years of completed service at an annual event planned by the District. In addition, each May, a special recognition event will be held to honor bargaining unit members upon retirement. Scheduling of this event will be done in collaboration with the SCEA to avoid schedule conflicts.

**ARTICLE XIX - HOURS OF SERVICE**

Section 19.1 Teacher Duty Day: The length of the duty day for all full-time teachers includes duty time of 7.25 hours and a duty free lunch of at least 30 continuous minutes, for a total duty day of seven and three quarters (7.75) hours.

It is recognized that teachers are professionals; and therefore, they will meet the obligations of the position, including attendance at parent conferences, parent meetings/staffings, department meetings, faculty meetings, staff training sessions, and such other responsibilities that are reasonably required even when they extend beyond the scheduled duty day. Every effort will be made to schedule these meetings within the duty day.

Section 19.2 Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the District. The specific hours for each building will be designated by the District.

Section 19.3 Teacher Contracts: Salaried individual teacher's contracts, attached as Exhibit H will be part of this Agreement.

Section 19.4 Prep Time: Every building will provide a minimum of 250 minutes of preparation time for every teacher each week, with a goal of a minimum of 50 minutes of preparation time for every teacher during each student instructional day. It is the intent of this agreement that whenever possible prep time be time set aside for teacher preparation and that it be applied uniformly for all teachers at a given site. It is also intended that teachers who must travel between sites will be given prep time at each site reasonably proportional to their contract time at each site. The preparation time will normally be provided in blocks of a minimum of 25 minutes during the student instructional day.

Section 19.5 Overload Assignments: Any teacher who agrees to an assignment that results in teaching time that exceeds the average for that trimester, semester, or year for that assignment,

shall be paid an additional amount (above a full-time contract) pro-rated by the teacher's salary for the length of the assignment.

Section 19.6 Class Size: The District and the SCEA agree that reasonable class size / caseload is imperative for creating a safe and healthy educational environment for students. Both the District and the SCEA recognize that research demonstrates that small classes provide the most conducive situation for learning. The District has a commitment to maintaining the smallest class sizes possible. If a teacher believes that her/his class size(s) or caseload is unreasonably large, and she/he has been unable to resolve it at the site, the teacher may refer the problem to a regularly scheduled Meet and Confer session through the SCEA.

## **ARTICLE XX - THE SCHOOL YEAR**

Section 20.1 Teacher Duty Days: The District will determine the number of school days of each school year on or before April 1, of the calendar year in which such school year commences.

Section 20.2 School Calendar: The Association will be offered the opportunity to meet and confer about the school calendars/number of school days prior to their adoption. The school year calendar is attached as an Exhibit for reference purposes only and as a matter of convenience and will not be construed to mean that it is a negotiated item in this Agreement.

Section 20.3 Normal Work Year: From July 1, 2017 through June 29, 2019, the normal work year will be reduced from 181 duty days and seven (7) paid holidays to 178 duty days and seven (7) paid holidays.

Effective June 30, 2019, or in any subsequent contract year, the district has the unilateral right to reinstate one or more of the reduced number of duty days above by notifying the SCEA of its intention to do so by January 15<sup>th</sup> of the preceding school year. The cost of reinstating each day will be equal to 1/185 of the amount shown on the costing sheet as the base salary schedule plus related FICA and TRA contributions for that costing period.

The seven holidays for teachers scheduled for the regular school year are:

- Labor Day
- Thanksgiving
- Thanksgiving Friday
- President's Day
- Spring Break Friday
- Spring Break Monday
- Memorial Day

In order to receive pay for the holidays, a teacher must be on payroll status the last scheduled day preceding and the first scheduled day succeeding the holiday.

Section 20.4 Teachers New to the District: The District may require a newly employed teacher with the district to attend one (1) additional day for orientation. (See also the Memorandum of Understanding Regarding New Teacher Induction and Mentoring, attached hereto)

### **ARTICLE XXI - PROFESSIONAL TRAVEL**

Teachers, including hourly, who may be required to use their own automobile in the performance of their teaching duties or teachers who are assigned to more than one (1) school per day will be reimbursed for all such travel. The School Board will review the mileage rate on a quarterly basis and set the appropriate reimbursement rate provided, however, the rate will be at least the current IRS mileage rate. Reimbursement will be made on a quarterly basis. All travel reimbursements will be subject to the Superintendent's approval and will be only for driving done between locations. However, noon hour travel, except to reach an assigned location is not reimbursable.

### **ARTICLE XXII - DAILY RATE**

The daily rate of pay for teachers will be derived by dividing the annual scheduled salary, excluding hourly and extracurricular compensation, by one hundred eighty five (185). Salary deductions and additional salary for extra contractual days of employment are calculated by multiplying the number of days times the teacher's daily rate of pay. Additional accumulated leave will be credited to a teacher who works extra days of employment as set forth in Article XII, Section 12.1.1, of this Agreement. No additional fringe benefits or seniority will be earned for such extended employment.

### **ARTICLE XXIII - SANCTIONS, STRIKES, AND PENALTIES**

Section 23.1 No Strike: At no time prior to July 1, 2009 will the Association or any person acting on its behalf, or will any individual teacher covered by this contract cause, authorize, support, or take part in any strike by teachers in District No. 742. In bringing any strike thereafter, all participants will be subject to the restriction placed on and pertaining to strikes as set out in P.E.L.R.A. and other applicable laws, both state and federal.

Section 23.2 No Lockouts: At no time prior to July 1, 2009, will the District, or any other person acting on its behalf, cause, authorize, or support any unfair labor practices as defined by P.E.L.R.A. This provision will not require the District to keep school open in the event of severe inclement weather, strike, acts of God, lockout, or other acts beyond its control.

### **ARTICLE XXIV - TEACHER EVALUATION, PEER MENTORING, PEER ASSISTANCE AND STAFF DEVELOPMENT**

The District and the SCEA are committed to developing and implementing programs for teacher evaluation, peer review, and staff development that promote excellence in teaching. Both the District and the SCEA believe that an effective educational institution engages in a constant process of self-evaluation to improve its programs of teacher evaluation, peer assistance, and staff development. The District and the SCEA serve as partners in this process.

Section 24.1 Teacher Evaluation:

The District will use the teacher development and evaluation model developed in collaboration between the District and the SCEA as summarized at Exhibit I as the process for evaluating probationary and tenured teachers. The evaluation process is not subject to the grievance procedure.

Section 24.2 Staff Development:

The District and the SCEA recognize the importance of ongoing staff development for all employees of the District. The District and the SCEA will work cooperatively to ensure that staff development is meaningful for all employees and that all provisions of Minnesota Statutes pertaining to staff development are fulfilled.

Subdivision 24.2.1 Staff Development Committees:

1. There will be a District Staff Development Committee. The committee will include a teacher majority representing various grades, content areas and special education. The SCEA will be responsible for the appointment of these teacher representatives. This committee will

- Develop the district staff development plan as outlined by Minnesota Statute
- Survey the staff development needs and interests of staff for the coming year
- Develop the inservice calendar
- Conduct ongoing evaluation of district and building staff development efforts based on staff feedback
- Assist site staff development committees

2. Each site will have a Staff Development Committee with a teacher majority. The purpose of each site committee will be to elaborate on the district plan, making choices and adding details in order to create and tailor initiatives to meet identified site needs and focus. This committee will oversee the site's staff development funds and will plan/authorize staff development activities and expenditures that are aligned with site and district staff development goals.

Subdivision 24.2.2 Staff Development Funding:

The District commits to funding staff development at both the district and site levels in accordance with all Minnesota statutes. District staff development budget details will be reviewed quarterly with the District Staff Development Committee.

Subdivision 24.2.3 Teacher Workshop Days:

A minimum of two (2) days of the school district scheduled staff development days as approved by the Board of Education will be allotted for teachers' workshop time. This teacher workshop time may be used for activities such as:

- Lesson plans
- Team meetings
- Room setup
- Report cards
- Record-keeping
- Conference Preparation

The actual days set aside as teacher workshop days will be determined by the District Staff Development Committee.

Every effort will be made by the Calendar Committee to combine ½ teacher workshop time with ½ building or District in-service time and place this day near the end of each trimester.

The SCEA and the District encourage attendance at the Education Minnesota Professional Conference scheduled each October. As such, no District activities that would interfere with attendance at the conference will be scheduled.

## **ARTICLE XXV - TEACHER DISCIPLINE**

Section 25.1: Discipline, when used, must be implemented fairly, consistently, and in an equitable manner. Disciplinary action shall be imposed on teachers only for good and sufficient reasons. All discipline shall be corrective where possible and not punitive.

Section 25.2: Every attempt shall be made to treat any disciplinary matter as privately and professionally as possible.

Section 25.3: Prior to any meeting which may lead to disciplinary action, the affected teacher will be informed of his/her legal right to be represented at the meeting by the Association.

Section 25.4 Discipline meetings will be held at the end of the work day or at a mutually agreeable time that will not disrupt the educational process.

Section 25.5: Disciplinary actions will generally occur in a progressive manner. Disciplinary action shall include the following steps, normally utilized in order, and following an oral warning when appropriate. The relative seriousness of the matter will determine at what level disciplinary action is commenced. Any disciplinary action involving dismissal shall be pursuant to M.S. 122A40.

- A. Oral reprimand
- B. Written reprimand
- C. Suspension with pay
- D. Suspension(s) without pay not to exceed ten (10) working days
- E. Immediate Discharge / Termination

Section 25.6: An oral reprimand shall be clearly identified and documented as such at the time the disciplinary action is administered. An oral reprimand will include a brief description of the facts leading to the concern and the expectation for changes in performance.

Section 25.7: A written reprimand shall include a detailed factual statement of the incident leading to the discipline, the findings of fact relative to the District's investigation, and any directives, expectations for changes in performance or other consequences of those findings.

Section 25.8: If the District believes that there is cause for suspension, the teacher shall be notified in writing of the specific reason(s) for such action. Suspension shall be immediate only if the District determines there is an imminent concern for the safety of students or staff. No other proposed suspension shall take place until Level III hearing has been held according to the

grievance procedure if requested. The Association has the right to take up the suspension at Grievance Mediation after the suspension.

Section 25.9: Each teacher shall be promptly furnished with documentation of disciplinary action entered into their personnel file. All such materials will be dated and signed, and will indicate that a copy has been placed in the file. A teacher has the right to attach a written response to any relevant document. Such response will be attached and will remain with the document in the file.

Any investigation or complaint which does not result in disciplinary action shall not become part of the teacher's personnel file.

Section 25.10: Removal of disciplinary materials from a teacher's personnel file will be considered by the Director of Human Resources upon written request of the teacher through the Association. Important considerations will include the nature of the action, time elapsed since imposition of discipline, and whether or not additional related disciplinary action has been taken.

## **ARTICLE XXVI - GRIEVANCE PROCEDURE**

Section 26.1 Grievance Definition: A "grievance" will mean an allegation by the Association resulting from a dispute or disagreement as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 26.2 Representative: The Association or District may be represented during any step of the procedure by any designated person or agent.

Section 26.3 Definitions and Interpretations:

Subdivision 26.3.1 Extensions: Time limits specified in this agreement may be extended by mutual agreement.

Subdivision 26.3.2 Days: Reference to days regarding time periods in this procedure will refer to working days. A working day is defined as all weekdays not designated as paid holidays by the school calendar.

Subdivision 26.3.3 Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run will not be included.

The last day of the period so computed will be counted, unless it is a Saturday, a Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subdivision 26.3.4 Filing and Postmark: The filing or service of any notice or document herein will be timely if delivered by personal service or sent by certified mail, return receipt requested, and said return receipt evidences timely service.

Section 26.4 Time Limitation and Waiver: An effort will first be made to adjust an alleged grievance informally between the Association and the District's designee within ten (10) days

after knowledge of the event giving rise to the alleged grievance. A grievance will not be valid for consideration unless the grievance is submitted in writing on Grievance Form, Exhibit I, to the District's designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within ten (10) days after the informal attempt to adjust the grievance. Failure to file any grievance within such period will be deemed a waiver thereof. The parties, by written mutual agreement, may waive any step and extend any time limits in the grievance procedure. However, failure of a party to proceed within five (5) days after the other party has sent written notice by certified mail that a time limit has expired may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative.

Section 26.5 Adjustment of Grievance: The District and the Association will attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner:

Subdivision 26.5.1 Informal: The District and the Association will attempt to adjust an alleged grievance through informal means within ten (10) days of the knowledge of the event. If a resolution is not reached, a formal grievance may be filed in writing, within ten (10) days following the initial informal timeline, on Grievance Form, Exhibit I.

Subdivision 26.5.2 Level I: A Level I grievance is filed with the appropriate administrator, copied to the Director of Human Resources. Any meeting with reference to Level I must be scheduled within ten (10) days after the administrator receives written notification of the grievance. Following this meeting, the administrator or District designee must provide a written decision on the grievance to the parties involved within five (5) days. If a meeting is not held at Level I, the written decision of the administrator or designee must be provided within ten (10) days of receipt of the Grievance Form.

Subdivision 26.5.3 Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing on Grievance Form, Exhibit I, within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee will schedule to meet regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or his/her designee will issue a decision in writing to the parties involved.

Subdivision 26.5.4 Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the District, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II.

If a grievance is properly appealed to the District, the District will set a time to hear the grievance. Such hearing will be scheduled within five (5) days. Within ten (10) days after the hearing, the District will issue its decision in writing to the parties involved. At the option of the District, a committee or representative(s) of the District may be designated by the District to hear the appeal at this level and report its findings and recommendations to the District. The District will then render its decision.

Section 26.6 Grievance Mediation: The Association and/or the School District, have the option of requesting Grievance Mediation by the Bureau of Mediation Services after Level III of the Grievance Procedure. Time lines shall automatically be waived upon request by either party. If agreement or resolution is not reached in Grievance Mediation, the grievance process shall be automatically resumed by requesting Level IV within ten (10) days of impasse. No offers, counter offers or any documentation relating to Grievance Mediation shall be used by either party to dispute at Arbitration. If resolution is reached, the agreement shall be put in writing and the grievance withdrawn without prejudice by the moving party.

Section 26.7 District Review: The District reserves the right to review any decision issued under Level I or Level II of this procedure provided the District or its representative notifies the parties of its intention to review within five (5) days after the decision has been rendered. In the event the District reviews a grievance under this section, the District reserves the right to reverse or modify such decision. Within ten (10) days after notification of review, the District will issue its decision in writing to the parties involved. In the event the District reverses or modifies any decision of either Level I or Level II, the grievant will have the option of submitting the grievance to arbitration.

Section 26.8 Arbitration Procedures : In the event that the Association and the District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subdivision 26.8.1 Request: A request to submit a grievance to arbitration must be in writing on the attached designated form, Exhibit I and signed by a legal representative of the Association. Such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure or the District's decision to revise a Level I or Level II decision or failure to reach a decision in Grievance Mediation.

Subdivision 26.8.2 Prior Procedure Required: No grievance will be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subdivision 26.8.3 Selection of Arbitrator: Upon the proper submission of a grievance under the terms of the procedure, the parties will, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement is reached, either party may request the Bureau of Mediations Services (BMS) to appoint an arbitrator, pursuant to M.S. 179.70 subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request will ask that the appointment be made within thirty (30) days after the receipt of said request.

Subdivision 26.8.4 Hearing: The grievance will be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties will have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator will not be a hearing denovo.

Subdivision 26.8.5 Decision: The parties will request that the decision by the arbitrator be rendered within thirty (30) days after the close of the hearing. The arbitrator shall issue

a written decision and order, including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. Decisions by the arbitrator, in cases properly before him/her, will be final and binding upon the parties provided that either party will have the right to appeal the decisions of the arbitrator to the court in accordance with the laws of the State of Minnesota.

Subdivision 26.8.6 Expenses: Each party will bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording will be made of the hearing at the request of either party. The parties will share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, either party may order a copy of the transcript, but will be liable for cost of same.

Subdivision 26.8.7 Jurisdiction: The arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure and P.E.L.R.A.

Subdivision 26.8.8 Reprisals: No reprisals of any kind will be taken by the District or its representative or by the Association or its representatives against any person or persons because of their involvement in a grievance.

## **ARTICLE XXVII – DURATION**

Section 27.1 Terms and Reopening Negotiations: This Agreement will remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it will give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties will not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 27.2 Effect: This Agreement constitutes the full and complete Agreement between the District and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, and rules or regulations concerning terms and conditions of employment which are inconsistent with these provisions.

Section 27.3 Finality: Any matters relating to the terms and conditions of employment may be opened for negotiations during the term of this Agreement only by mutual consent.

Section 27.4 Severability: The provisions of this Agreement will be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it will not affect any other provision of this Agreement or the application of any provision thereof.

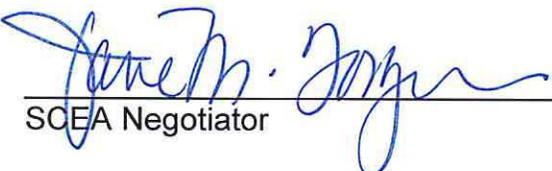
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Dated this 13<sup>th</sup> Day of September, 2017

For the  
Saint Cloud Education Association

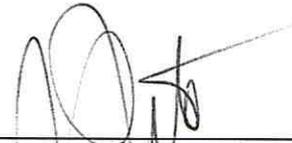
  
\_\_\_\_\_  
SCEA Lead Negotiator

  
\_\_\_\_\_  
SCEA Negotiator

  
\_\_\_\_\_  
SCEA Negotiator

  
\_\_\_\_\_  
SCEA Negotiator

For the  
St. Cloud Area School District 742

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Executive Director of Human Resources  
& Labor Relations – Lead Negotiator

  
\_\_\_\_\_  
Executive Director of Business Services

  
\_\_\_\_\_  
Chairperson, Board of Education

  
\_\_\_\_\_  
Clerk, Board of Education

# EXHIBITS

### 2017-2018 Salary Schedule

New Pay Level										ED.S. ED.D or PhD
Semester Credits	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40
1	39,631	41,638	43,647	45,659	47,668	47,668	49,678	51,689	53,699	55,708
2	40,962	43,118	45,276	47,436	49,595	49,595	51,751	53,909	56,066	58,224
3	42,295	44,601	46,909	49,214	51,520	51,520	53,826	56,128	58,435	60,740
4	44,302	46,083	48,535	50,992	53,446	53,446	55,896	58,349	60,803	63,254
5	45,612	47,571	50,171	52,768	55,370	55,370	57,969	60,571	63,173	65,771
6	45,612	47,571	50,171	52,768	55,370	56,334	59,009	61,678	64,357	67,033
7	45,612	47,571	50,171	54,545	57,300	57,300	60,050	62,787	65,541	68,295
8	45,612	47,571	51,803	54,545	57,300	58,262	61,086	63,898	66,725	69,554
9	45,612	47,571	51,803	56,324	57,300	59,223	62,123	65,008	67,909	70,812
10	45,612	47,571	51,803	56,324	59,223	60,474	63,448	66,407	69,382	73,067
11	45,612	47,571	51,803	56,324	59,223	61,726	64,773	67,805	70,855	75,321
12	45,612	47,571	51,803	56,324	59,223	61,726	64,773	67,805	70,855	75,321
13	45,612	47,571	51,803	56,324	61,726	61,726	64,773	67,805	70,855	75,321
14	45,612	47,571	51,803	56,324	61,726	61,726	64,773	67,805	70,855	75,321
15+	45,612	47,571	51,803	56,324	61,726	61,726	64,773	67,805	70,855	75,321

**2018-2019 Salary Schedule**

New Pay Level										ED.S. ED.D or PhD
Semester Credits	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40
1	40,027	42,054	44,083	46,116	48,145	48,145	50,175	52,206	54,236	56,265
2	41,372	43,549	45,729	47,910	50,091	50,091	52,269	54,448	56,627	58,806
3	42,718	45,047	47,378	49,706	52,035	52,035	54,364	56,689	59,019	61,347
4	44,745	46,544	49,020	51,502	53,980	53,980	56,455	58,932	61,411	63,887
5	46,068	48,047	50,673	53,296	55,924	55,924	58,549	61,177	63,805	66,429
6	46,068	48,047	50,673	53,296	55,924	56,897	59,599	62,295	65,001	67,703
7	46,068	48,047	50,673	55,090	57,873	57,873	60,651	63,415	66,196	68,978
8	46,068	48,047	52,321	55,090	57,873	58,845	61,697	64,537	67,392	70,250
9	46,068	48,047	52,321	56,887	57,873	59,815	62,744	65,658	68,588	71,520
10	46,068	48,047	52,321	56,887	59,815	61,079	64,082	67,071	70,076	73,798
11	46,068	48,047	52,321	56,887	62,343	62,343	65,421	68,483	71,564	76,074

**EXTRA SALARY SCHEDULE PLACEMENT GUIDE**

New activities may be introduced for consideration and placement on the salary schedule in the following manner. (See Form 1A – “Request for Consideration of a New Activity and Placement on the Salary Schedule, and Form 2A – “Scoring Sheet for Placement of a New Activity.)

At the elementary level, a Principal may recommend to the Superintendent a new activity or club, provided the activity has repeatedly demonstrated sufficient student interest, the Principal has completed Form 1A, and it has been scored using Form 2A, the Principal has prepared an all-inclusive budget estimating proposed fees and all anticipated costs of sponsorship for review by the Executive Director of Business Services, and the activity is consistent with the District’s prevailing mission, philosophy and values.

At the junior and senior high levels, a Principal and the Activities Director may jointly recommend to the Superintendent a new activity, sport or club; provided the activity has repeatedly demonstrated sufficient interest; Form 1A and the scores from Form 2A have been completed; the Principal and the Activities Director have prepared an all-inclusive budget estimating proposed fees and all anticipated costs of sponsorship for review by the Executive Director of Business Services; the activity has a recognized conference, district, region or comparable school grouping for competitive or cooperative games, meets, tournament or events (where applicable); and the activity is consistent with the District’s prevailing mission, philosophy and values. New activities satisfying these requirements may be presented to the School Board for approval at the discretion of the Superintendent.

No Principal, Activities Director, or Administrator may arbitrarily determine a rate of pay without regard to this process and without the approval of the Executive Directors of Human Resources and Business Services.

Forms 1A and 2A will be made available by the Athletic Directors and Coordinators

## 2017-2018 Extra Pay Schedules

### 2017-2018 Senior High Extra-Curricular Schedule

	A	A Asst	B	B Asst	C	D	E
1	4328	3245	3950	2961	3309	2277	828
2	4673	3505	4265	3199	3576	2458	892
3	5046	3784	4607	3455	3861	2655	966
4	5450	4088	4976	3731	4171	2867	1042
5	5887	4415	5374	4031	4503	3097	1124
6	6358	4767	5804	4353	4863	3344	1217
	<b>A</b>		<b>B</b>		<b>C</b>	<b>D</b>	<b>E</b>
	Football		Baseball		Pep Band	Future Prob Solving	Foreign Lang Clubs
	Basketball		Softball		Yearbook	Comm Prob Solving	SADD
	Hockey		Volleyball		Knowledge Bowl	One Act Play	Future Educators
	Wrestling		Soccer		Student Council	Link Crew	CARE Committee
	Gymnastics		Golf		Mock Trial	DECA	Other Clubs
	Track		Cross-Country		Skills USA	HOSA	
	Swimming		Nordic Skiing		Creative Magazine	Vex Robotics (Jr Hi)*	
	Dance Team		Tennis		We Act/Social Justice*	Newspaper	
	Musical Director		Adap. Floor Hockey			Nat'l Honor Society	
			Adaptive Soccer			Math Team	
			Adaptive Softball			Concessions (season)	
			Lacrosse			Apollo Theatre Mgr	
			Equip Manager				
			Major Play				
			Speech				

\*Vex Robotics will be paid on Lane D for both Junior High and Senior High Teams

2018-2019 Senior High Extra-Curricular Schedule

	A	A Asst	B	B Asst	C	D	E
1	4371	3277	3990	2991	3342	2300	836
2	4720	3540	4308	3231	3612	2483	901
3	5096	3822	4653	3490	3900	2682	976
4	5505	4129	5026	3768	4213	2896	1052
5	5946	4459	5428	4071	4548	3128	1135
6	6422	4815	5862	4397	4912	3377	1217
	<b>A</b>		<b>B</b>		<b>C</b>	<b>D</b>	<b>E</b>
	Football		Baseball		Pep Band	Future Prob Solving	Foreign Lang Clubs
	Basketball		Softball		Yearbook	Comm Prob Solving	SADD
	Hockey		Volleyball		Knowledge Bowl	One Act Play	Future Educators
	Wrestling		Soccer		Student Council	Link Crew	CARE Committee
	Gymnastics		Golf		Mock Trial	DECA	Other Clubs
	Track		Cross-Country		Skills USA	HOSA	
	Swimming		Nordic Skiing		Creative Magazine	Vex Robotics (Jr & Sr Hi)*	
	Dance Team		Tennis		We Act/Social Justice*	Newspaper	
	Musical Director		Adap. Floor Hockey			Nat'l Honor Society	
			Adaptive Soccer			Math Team	
			Adaptive Softball			Concessions (season)	
			Lacrosse			Apollo Theatre Mgr	
			Equip Manager				
			Major Play				
			Speech				

\*Vex Robotics will be paid on Lane D for both Junior High and Senior High Teams

**2017-2019**

**Junior High/McKinley Extra-Curricular Schedule (Redlined until @ 42% which means Sr. High A = \$5366-7885)**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>1</b>	2254	2057	1724	1180	430
<b>2</b>	2433	2221	1862	1275	463
<b>3</b>	2628	2399	2011	1376	501
<b>4</b>	2838	2592	2172	1487	540
<b>5</b>	3066	2800	2345	1606	583
<b>6</b>	3312	3023	2532	1734	631
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	Football	Baseball	WEB*	Future Prob Solving	Academic Clubs
	Basketball	Softball	Student Council	Community Prob Solving	Spelling Bee
	Track	Volleyball	Knowledge Bowl	USAT	Geography Bee
		Soccer	JH WE ACT*	Math Team	Word Masters
		Major Play Director	McKinley Basketball	Yearbook	
				One Act Play	
				JH Speech	
				History Day	

**Elementary Extra-Curricular Schedule 2017-18**

**Exhibit G**

	<b>B Long Season Coaches</b>	<b>C Short Season Coaches Program Coord.</b>	<b>D Activity Clubs</b>	<b>E - Stipend Classroom Activity &lt;8 hrs outside day</b>
<b>1</b>	1149	767	347	300
<b>2</b>	1241	826	376	
<b>3</b>	1340	894	406	
<b>4</b>	1448	965	439	
<b>5</b>	1565	1041	473	
<b>6</b>	1690	1127	512	
	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	USAT	Knowledge Bowl	Chess Club	Math Masters
	Future Prob Solving	Science Fair	Special Interest Clubs	Social Justice
	Comm. Prob Solving	Fine Arts Showcases	Student Council	Spelling Bee
		History Day		Geography Bee
		Robotics		

**Elementary Extra-Curricular Schedule 2018-19**

	<b>B Long Season Coaches</b>	<b>C Short Season Coaches Program Coord.</b>	<b>D Activity Clubs</b>	<b>E - Stipend Classroom Activity &lt;8 hrs outside day</b>
<b>1</b>	1160	775	350	300
<b>2</b>	1253	834	380	
<b>3</b>	1353	903	410	
<b>4</b>	1462	975	443	
<b>5</b>	1581	1051	478	
<b>6</b>	1707	1138	517	
	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	USAT	Knowledge Bowl	Chess Club	Math Masters
	Future Prob Solving	Science Fair	Special Interest Clubs	Social Justice
	Comm. Prob Solving	Fine Arts Showcases	Student Council	Spelling Bee
		History Day		Geography Bee
		Robotics		

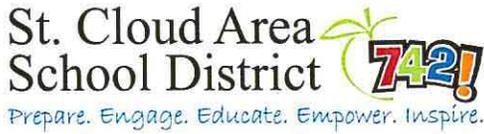


EXHIBIT H  
TEACHER CONTRACT

This agreement, made and entered into this      day of      2016 between **St. Cloud Area School District 742**, in the counties of Stearns, Benton, and Sherburne, State of Minnesota, and \_\_\_\_\_, a legally qualified teacher (Note: a principal, supervisor, and classroom teacher and any other professional employee required to hold a license from the state department shall be deemed to be a "teacher" for purposes of this contract).

Witnesseth that said School District hereby employs said teacher, and said teacher agrees to teach, in St. Cloud Area School District 742, such branches of school work as may be assigned to said teacher for the number of months each year as may be determined by the **District**, at an annual salary of      computed as follows:

**Lane:**                      **Pay Level:**                      **Daily Rate:**  
**Employment Status: Full Time**      **Building:**  
**Days Employed:**                      **185**

The salary shall be paid as authorized or in such installments during the term of the 2016-2017 school year as may be determined by appropriate regulations.

**It is further agreed that:**

1. ***This contract is contingent upon approval by the School Board at a regularly scheduled board meeting, verification of authorization to work in the U.S., verification of lane and pay level placement, and verification of licensure and/or waiver from Minnesota Department of Education.*** This contract is subject to the provisions of M.S. 122A.40 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualifications, certification employment, termination, and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and teacher or unless terminated as provided by law or by written resignation.
2. The teacher shall teach faithfully in the schools of said school district to the best of said teacher's ability, perform the duties required by the statutes, accept such assignments, reassignments and transfers within the district as the superintendent shall make which in his/her opinion are for the betterment of the school system, attend such teacher's meetings as are called, perform such other services as are usually performed in the course of such teacher's employments, and abide by the rules and regulations adopted by the school board and by the State Board of Education.
3. The teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines.
4. This contract is subject to all provisions of the Teacher Retirement Fund laws as they now exist or as they hereafter exist during the effective period of this contract and to all rules and regulations adopted by the Board of Education.
5. This contract shall be subject to the provisions of the agreement between the school district and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act, M.S. 179A as amended.

***In witness whereof***, the parties have hereunto set their hands the day and year first above written.

*St. Cloud Area School District 742  
St. Cloud, Minnesota*

Teacher Signature: \_\_\_\_\_

Board Chair: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Clerk: \_\_\_\_\_

Date Approved: \_\_\_\_\_

A teacher shall have 10 days after receipt to consider, demand corrections, execute, and return such contract.

# St. Cloud Education Association Grievance Form

St. Cloud Education Association on behalf of: \_\_\_\_\_  
**Building:** \_\_\_\_\_  
**Home Telephone:** \_\_\_\_\_ **School Telephone:** \_\_\_\_\_  
**Name of Administrator:** \_\_\_\_\_  
**Association Representative:** \_\_\_\_\_  
**Date Grievance Occurred:** \_\_\_\_\_ **Place:** \_\_\_\_\_  
**Was there an attempt to settle informally? Yes** \_\_\_\_\_

Distribute to:

Superintendent

Administrator

Local

Grievant

*Statement of Grievance (included event/conditions of grievance/persons responsible):*

*Contract Provision Alleged Violated:*

*Redress Sought:*

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date

<b>LEVEL 1</b>	<b>ADMINISTRATOR</b>	<b>DATE SUBMITTED:</b>
----------------	----------------------	------------------------

Response:

<b>LEVEL 2</b>	<b>SUPERINTENDENT</b>	<b>DATE SUBMITTED:</b>
----------------	-----------------------	------------------------

Response:

<b>LEVEL 3</b>	<b>THE DISTRICT</b>	<b>DATE SUBMITTED:</b>
----------------	---------------------	------------------------

Response:

<b>LEVEL 4</b>	<b>ARBITRATOR</b>	<b>DATE SUBMITTED:</b>
----------------	-------------------	------------------------

**EXHIBIT J**

**ACADEMIC STIPEND POSITIONS**

<b>Positions</b>	<b>Stipend</b>	<b>Pay Dates</b>	<b># Positions</b>
Leadership Team Members	\$1,000.00	May 31	
Building Content Reps	\$700.00	May 31	150
PAKRAT Building Coordinators	\$800.00	Dec. 15; May 31	12
PAKRAT District Coordinator	\$2,000.00	Dec. 15; May 31	1
PBIS Coaches	\$500.00	May 31	
Director, Grades 9-12 Band	\$2,000.00	Dec. 15; May 31	
Director, Grades 9-12 Orchestra	\$2,000.00	Dec. 15; May 31	
Director, Grades 9-12 Choir	\$2,000.00	Dec. 15; May 31	
Director, Grades 7-8 Band	\$1,000.00	Dec. 15; May 31	
Director, Grades 7-8 Orchestra	\$1,000.00	Dec. 15; May 31	
Director, Grades 7-8 Choir	\$1,000.00	Dec. 15; May 31	
Director, 6 <sup>th</sup> Grade Band	\$300.00	Dec. 15; May 31	
Director, 5 <sup>th</sup> , 6 <sup>th</sup> , or 5 <sup>th</sup> /6 <sup>th</sup> Grade Orchestra	\$300.00	Dec. 15; May 31	
Certification Pay:	\$1,000.00	Dec. 15; May 31	
CCC, NCSP, ASHA, LICSW, PTs, OTs, Audiologist			
Peer Collaborators (for 2017-2019)	\$1,250.00	May 31	25
New Teacher Mentors (Year 1)	\$1,500.00	May 31	30-80
New Teacher Mentors (Year 2) beginning 16-17	\$1,000.00	May 31	30-80
New Teacher Mentors (Year 3) beginning 17-18	\$500.00	May 31	30-80
New to District Teacher Mentors	\$750.00	May 31	
New Teacher Year 1 (beginning 15-16)	\$1,500.00	August 31; May 31	30-80
New Teacher Year 2 (beginning 16-17)	\$1,000.00	August 31; May 31	30-80
New Teacher Year 3 (beginning 17-18)	\$500.00	August 31; May 31	30-80
New to District Teachers	\$750.00	August 31; May 31	
New Teacher Program Completion (@ tenure)	Lane Change	Tenured	30-80

**District 742 Teacher Development and Evaluation Plan**  
Presented jointly by the District and the SCE for Board Approval  
April 24, 2014

The 2011 Minnesota Legislature required every district to develop and agree upon a Teacher Development and Evaluation Plan for implementation by fall, 2014 (M.S. 122A.40). The plan is required to be based upon the Minnesota Standards of Effective Practice for Teachers in MN Rule 8710.2000.

**Minnesota Standards of Effective Practice for Teachers**

1. Subject Matter
2. Student Learning
3. Diverse Learners
4. Instructional Strategies
5. Learning Environment
6. Communication
7. Planning
8. Assessment
9. Reflection and Professional Development
10. Collaboration, Ethics and Relationship

The Law requires that several components must be included in each District's Plan

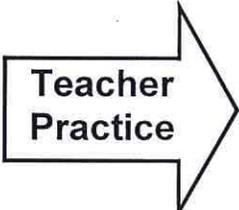
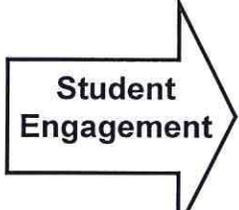
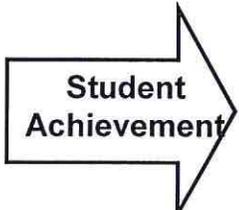
**Minnesota Teacher Development and Evaluation Plan Requirements (M.S. 122A.40)**

- A. Continued evaluation of probationary teachers as defined in Statute
- B. 3 Year Evaluation Cycle which includes:
  1. Individual Growth and Development Plans
  2. Peer Review
  3. A Portfolio Option
  4. At least one Summative Evaluation by a trained administrator based on:
    - a. Teacher Practice – aligned to the Standards above
    - b. Two Measures of Student Engagement including Longitudinal Data and Other Data aligned to the teachers professional assignment
    - c. Measures of Student Achievement for 35% of the total
- C. An Improvement Process
- D. Discipline for those teachers who do not improve
- E. Coordinated Staff Development
  1. An opportunity to participate in Professional Learning Communities
  2. Mentoring and Induction (Optional)

**The proposed District 742 Plan will address these requirements in the following ways.**

Requirement	Proposed District 742 Plan
Probationary Evaluation	(New) 3 Mini Observations by administrator Continue with 3 Formal Observations/Evaluations, and one Summative report each year (by administrator.)
3 Year Cycle	Year 1 – 3 peer observations/reflections Year 2 – 3 peer observations/reflections Year 3 – 3 Mini and 1 formal administrator observe/eval and a final 3-year Summative Evaluation
Individual Growth and Development Plans	Annual goal setting by all teachers
Peer Review	Observations and Reflective Conversations with selected and trained peers (based on our successful Q-Comp model with Lead Teachers)
Summative Evaluation (3 components)	Performed by Administrators at the end of Year 3 (4 components)
1. Teacher Practice based on the MN Standards	Use of a modified Marzano/Danielson Model for Observation. Includes pre and post conference.
2. Longitudinal Data on Student Engagement Other Data on Student Engagement	Annual Surveys and Reflection over three years; Data on this component from observation
3. Measures of Student Achievement	Documented use of achievement data to inform instruction; Appropriate use of formative and summative assessments; School-wide student growth on agreed upon measures of achievement
Improvement Process for teachers performing below expectations	Targeted supports and coaching from principal Use of our current Formal Assistance Plan
Discipline for teachers who do not improve	Letters of Directive, Notice of Deficiency, Remediation, Proposed Termination
Coordinated Staff Development	District Designed and Directed Staff Development
Opportunity for PLCs	Efforts will be made to enhance and prioritize time for teacher-driven Learning Cohorts
Mentoring and Induction (optional)	Continue to work to expand and improve our mentoring and induction program, including providing training for mentors.

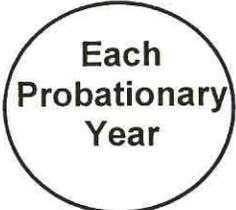
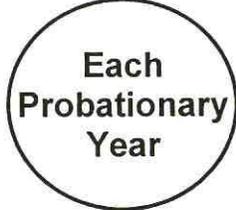
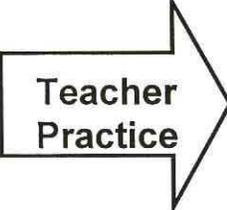
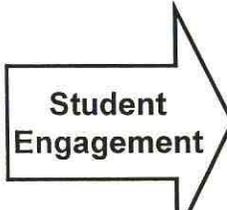
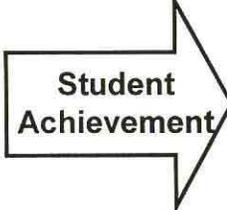
**District 742 Three Year Professional Review Cycle (Non-Probationary)**

	 <b>Year One</b>	 <b>Year Two</b>	 <b>Year Three</b>
	Individual goals and growth plans Peer Review Self Assessment and Reflection Measures of Engagement	Individual goals and growth plans Peer Review Self Assessment and Reflection Measures of Engagement	Individual goals and growth plans Measures of Engagement 3 Mini Observations by Administrator 1 Formal Administrative Review and Summative Evaluation
 <b>Teacher Practice</b>	Staff Development Peer Review Self Assessment and Reflection PLC Work	Staff Development Peer Review Self Assessment and Reflection PLC Work	<b>Formal Administrative Review and Summative Evaluation</b> The teacher receives a rating based on administrative Formal and Informal Observations: 1-4, weighted at 40%; and Measures of Professionalism: 1-4, weighted at 15%
 <b>Student Engagement</b>	Peer Review PLC Work Annual Survey and Reflection	Peer Review PLC Work Annual Survey and Reflection	<b>Formal Administrative Review and Summative Evaluation</b> The teacher receives a rating based on: Three years of Survey/Reflection (1 <u>or</u> 4); Observed Engagement (1-4) Averaged, then weighted at 10%
 <b>Student Achievement</b>	Use of Data Work on Formative and Summative Assessments PLC Work	Use of Data Work on Formative and Summative Assessments PLC Work	<b>Formal Administrative Review and Summative Evaluation</b> The teacher receives a rating for student learning based on: Using data to inform instruction? 1-4 Use of formative and summative assessments? 1-4 School-wide student achievement growth? 1 <u>or</u> 4 Averaged, then weighted at 35% (statute)

The Summative Score is derived by multiplying the scores from each component (Teacher Practice, Professionalism, the averaged score from Engagement, and the averaged score from Student Achievement) by their respective weights, and then adding the result together for a final score. This will

result in a score between 1 and 4.

**District 742 Professional Review Plan (Probationary)**

	Development	Evaluation
		
	Mentoring Individual goal plans Self Assessment and Reflection Measures of Engagement	Individual goals and growth plans Measures of Engagement 3 Mini Administrator Observations 3 Formal Administrator Observations and a Summative Evaluation
	Mentoring and Coaching Staff Development Self Assessment and Reflection PLC Work	<b>Formal Administrative Review and Summative Evaluation</b> The teacher receives a rating based on administrative Formal and Informal Observations: 1-4, weighted at 40%; and Measures of Professionalism: 1-4, weighted at 15%
	Mentoring and Coaching PLC Work Annual Survey Observed Engagement	<b>Formal Administrative Review and Summative Evaluation</b> The teacher receives a rating based on use of Survey/Reflection (1 <u>or</u> 4); Observed Engagement (1-4) Averaged, then weighted at 10%
	Mentoring and Coaching Use of Data Work on Formative and Summative Assessments PLC Work	<b>Formal Administrative Review and Summative Evaluation</b> The teacher receives a rating for student learning based on: Using data to inform instruction? 1-4 Use of formative and summative assessments? 1-4 School-wide student achievement growth? 1 <u>or</u> 4 Averaged, then weighted at 35% per statute

The Summative Score is derived by multiplying the scores from each component (Teacher Practice, Professionalism, the averaged score from Engagement, and the averaged score from Student Achievement) by their respective weights, and then adding the result together for a final score. This will result in a score between 1 and 4.

## Licensed Staff Evaluation Process

### PROBATIONARY

#### EVENT

1. Self Assessment
2. Goal Setting
3. Formal Observation (First)
4. Formal Observation (Second)
5. Formal Observation (Third)
6. Walk Throughs (3)
7. Goal Reflection Milestones  
*(3) Per Goal – Initial (Now), Milestone 1 (After Tri 1), Milestone 2 (After Tri 2)*
8. Student Achievement and Survey Reflections
9. Summative Evaluation

### TENURED – Formative Tenure Cycle, Years 1 & 2

#### EVENT

1. Self Assessment
2. Goal Setting
3. Walk Through (Informal – One or More)
4. Goal Reflection Milestones  
*(3) Per Goal – Initial (now), Milestone 1 (After Tri 1), Milestone 2 (After Tri 2)*
5. Student Achievement and Survey Reflections
6. Summative Evaluation

### TENURED – Summative Tenure Cycle, Year 3

#### EVENT

1. Self Assessment
2. Professional Growth Plan (goals)
3. Formal Observation
4. Walk Throughs (Informal – Three)
5. Goal Reflection Milestones  
*(3) Per Goal – Initial (Now), Milestone 1 (After Tri 1), Milestone 2 (After Tri 2)*
6. Student Achievement and Survey Reflections
7. Summative Evaluation

## St. Cloud Final Evaluation Rating Explanation

Every Probationary teacher and any Tenure teacher on the “Tenure Summative – Cycle 3” Checklist will have a final effectiveness rating. The item title “Final Evaluation Rating” on the Checklist will calculate this score for you. It calculates the score based on the ratings/scores the Principal provides throughout the year. The following explains what feeds into each area.

% of Summative	Area	Where the score comes from
40%	<b>Observation</b>	100% - From the scores from the 3 (or 1) Formal Observations and the 3 Walkthroughs.
15%	<b>Professional Responsibility</b>	100% - From Principal Rating 1 – 4 on Dimension 10 on the Summative.
10%	<b>Engagement</b>	50% - From the Survey & Reflection – The teacher will receive a <b>1 or 4</b> on student engagement based on their use of surveys to be developed by the district and this will populate from the selected score in the "Survey Results & Reflection and Scoring."
		50% - From Principal Rating 1 – 4 on Dimension 3 on the Summative.
35%	<b>Student Achievement</b>	33.33% - <i>Use of Data</i> – The teacher will provide evidence and reflection on their use of data to inform instruction and will receive a score of 1 – 4 from the Principal Rating for this item on the Summative in the "Student Achievement Data & Scoring".
		33.33% - <i>Use of Formative &amp; Summative Assessment</i> – The teacher will provide evidence and reflection on their use of formative and summative assessment data and will receive a score of 1 – 4 from the Principal Rating for this item on the Summative in the "Student Achievement Data & Scoring (Both)".
		33.33% - <i>School Wide Student Achievement Growth</i> - Each school picks one of their School Improvement Goals to use as this component of the Student Achievement. The teacher will receive a <b>1 or 4</b> based on achievement of the School Wide Goal. This score will be uploaded for everyone.

# MEMORANDA OF AGREEMENT

## MEMORANDUM OF AGREEMENT Regarding Retirement Benefits

*Between*

St. Cloud Education Association

and

St. Cloud School District No. 742

WHEREAS, The St. Cloud Education Association ("SCEA") is the bargaining unit recognized by the School District as the exclusive representative of teachers employed by St. Cloud Area School District 742 ("District"); and

WHEREAS, the parties completed bargaining of the 2015-2017 Collective Bargaining Agreement ("CBA") that included changes to the terms and conditions of employment for members of this bargaining unit; and

WHEREAS, the 2015-2017 CBA included significant changes in retirement incentives from the 2013-2015 contract; and

WHEREAS, the District and the SCEA agreed that teachers hired prior to August 15, 2000, who wish to remain eligible to receive retirement benefits based on the 2013-2015 contract provisions relating to retirement incentives, shall be allowed to make an irrevocable election to be excluded from Articles XVI, XVII and XVIII of the 2015-2017 CBA, and to receive retirement benefits under the terms of this Memorandum of Agreement (See Attached List of Members Who Elected to Remain Under the Following Provisions for Retirement Benefits).

NOW, THEREFORE, the District and the SCEA agree as follows:

1. Irrevocable Election: Teachers hired prior to August 15, 2000 that wish to retain retirement benefits pursuant to the terms of the 2013-2015 CBA shall make an irrevocable election to be excluded from any benefits under Articles XVI, XVII and XVIII of the 2015-2017 CBA for the remainder of their career at St. Cloud Area School District 742, and to receive retirement benefits based on the terms of this Agreement. This irrevocable election must be made in writing on a form to be provided by the District, on or before May 31, 2016. A member's failure to timely submit the election form will result in the member being covered by Articles XVI, XVII and XVIII of the 2015-2017 CBA, so long as the member is eligible under the terms of those Articles.
2. Retirement and Wellness Benefits: Teachers who make an irrevocable election pursuant to Paragraph 1 above, shall receive retirement and wellness benefits based on the provisions of the 2013-2015 CBA as specifically set forth below, and by this agreement teachers making this election waive any other retirement benefits or incentives under the 2015-2017 CBA or any subsequent CBA's:

## ARTICLE XVI - RETIREMENT OR WELLNESS BENEFITS

### Section 16.1 Definition

16.1.1 Daily Rate of Pay: "Daily rate of pay" means the teacher's basic rate as provided in the basic salary schedule for the last fiscal year in which the teacher is employed and will not include compensation for extracurricular activities, extended employment, or other extra compensation.

### Section 16.2 Wellness Benefits

Eligibility: All retirement eligible teachers are eligible for Wellness Benefits under this section.

Section 16.2.1 MHCSP Retirement Contribution: The District will deposit \$6,500.00 into the eligible teacher's post retirement Minnesota Health Care Savings Plan ("MHCSP") account at the time of retirement.

16.2.2 Mandated Employee Contributions: Eligible teachers can accrue up to seven hundred twenty five (725) hours of accumulative leave (plus the 79.25 hours credited at the beginning of each school year). At the end of each school year, any eligible teacher who has accrued more than seven hundred twenty five (725) accumulative leave hours will have such hours in excess of seven hundred (725) hours purchased by the District at a rate of .30 times the teacher's current daily rate of pay ÷ 7.25 hours. The District will purchase such days at the end of the school year by depositing these Wellness dollars directly into the teacher's MHCSP account administered in accordance with Minn. Statute 352.98.

16.2.3 Employer Matching Contributions: The District will match all wellness MHCSP contributions described in 16.2.2, for those teachers on Pay Level 18 and above. These matching contributions will be paid to the teacher by payroll deposit on August 15 of each year.

### Section 16.3 Retirement Incentive

16.3.1 Eligibility: Teachers hired prior to August 15, 2000 who are at least fifty (50) years of age and who have a minimum of ten (10) years of teaching service in the District or teachers who have completed twenty (20) years of teaching service in the District shall be eligible for Retirement Incentive pursuant to the provisions of this Section 16.3 upon submission of a written resignation to the District. Retirement Incentive is defined as compensation paid to a teacher who terminated employment with the District and has met all of the other requirements set forth in this Section 16.3.

#### 16.3.2 Retirement Incentive:

16.3.2.1 Part One: An eligible teacher may purchase up to seven hundred twenty five (725) hours of Retirement Incentive from accrued accumulative leave based upon the following formula:

Accrued accumulative leave x daily rate of pay ÷ 7.25 hours.

The compensation to be paid each eligible teacher will be the product of the number of hours of accumulative leave times the teacher's daily rate of pay ÷ 7.25 hours, but will not exceed \$45,000.

16.3.2.2 Part Two: In addition to the Part One payment a teacher with more than seven hundred twenty five (725) hours of accrued accumulative leave, upon retirement, will be eligible to receive a Retirement Incentive payment in an amount obtained by multiplying the balance of the teacher's unused accumulative leave days in excess of seven hundred twenty five (725) at the time of retirement times the teacher's base daily rate of pay ÷ 7.25 hours times 30%.

16.3.3 Payment: The amount of the Retirement Incentive payment resulting from Section 16.3.2 will be made by the District directly into the teacher's MHCSP account. The teacher will not receive any direct payment from the School District for the Retirement Incentive.

16.3.4 Death Benefit: If a teacher dies subsequent to the submission of his/her resignation, any unpaid Retirement Incentive pay will be paid to the teacher's named beneficiary, if any, or otherwise to the teacher's estate.

16.3.5 Termination for Cause: Retirement incentive will not be granted to a teacher whose employment is terminated for cause pursuant to M.S. 122A.40.

16.3.6 Notification: To qualify for full retirement incentive written notification of retirement, in order to be considered timely, must be received by the District at least sixty (60) days in advance of retirement, but not later than February 1, during the school year when the retirement occurs. Retirement notifications received after February 1 for an end of year retirement, or less than 60 calendar days prior to retirement for a mid-year retirement, will be considered untimely, and will be considered in order of receipt and may be approved at the sole discretion of the District. The total retirement incentive pay for any given school year shall be capped at \$550,000 but may be increased at the sole discretion of the District. The exercise of the District's discretion to extend severance benefits to an employee shall not be subject to the grievance procedures of this Agreement.

16.3.7 Dates of Payment: For teachers who have submitted a timely notice of retirement under Section 16.3.6 above, retirement incentive pay will be paid in two equal payments, one within 60 days of retirement and the other on the first payday in January of the school year following retirement. Teachers who submit an untimely notice of retirement under Section 16.3.6 above will be eligible for retirement incentive pay under the retirement incentive pay cap for the following school year and, subject to the retirement incentive pay cap, will be paid in full on the first payday in January of the school year following retirement.

16.3.8 Limitation: In no instance will the amount of Retirement Incentive pay exceed an amount equal to one (1) year of the teacher's annual basic rate of pay.

16.4 Retiree Recognition: The District will initiate an Employee Recognition program designed to acknowledge and commend service to District 742 schools.

The Employee Recognition program will provide a tangible memento of appreciation to employees at five (5) year intervals, beginning with ten (10) years of completed service at an annual event planned by the District.

In addition, each May, a special recognition event will be held to honor bargaining unit members upon retirement. Scheduling of this event will be done in collaboration with the SCEA to avoid schedule conflicts.

**ARTICLE XVII**  
**403(b) PLAN**

Section 17.1.1 Participation. Teachers subject to this Agreement shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes §356.24, upon completion of a salary reduction agreement, but will not be eligible for any matching contributions from the District.

Section 17.1.2 Approved Plans. The District will make contributions of employee or district funds only to the following approved vendors and annuity plans:

- a. EFS/ESI
  - 1. Great American – Total Group Annuity
  - 2. TD Ameritrade- 403(b)(7) Mutual Fund Account
- b. AXA/EQUITABLE
  - 1. EQUI-VEST Strategies Group Annuity Account
  - 2. 403(b)7 Mutual Fund Account
- c. HORACE MANN
  - 1. Qualified Group Variable Annuity
  - 2. Group Fixed Annuity
  - 3. 403(b)7 Mutual Fund Account
- d. ASPIre Financial
  - 1. 403(b)7 Mutual Fund Account

No other vendors or products will be available as investment options under the School District 403(b) plan unless mutually agreed upon by the District and the SCEA.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Agreement.

Dated: September 13, 2017

SCEA:

School District 742:

\_\_\_\_\_  
Mary Broderick, President

\_\_\_\_\_  
Board Chair

Teachers Who Elected Severance Under This MOA

KATHERINE	ADAMS	HARLAN	MADESON
POLLY	ALESSIO	PAUL	MARKS
CRAIG	AYCOCK	GREGG	MARTIG
KENNETH	BLATTNER	DAVID	MASTERS
ROXANNE	BOELTER	DEBRA	MCALISTER
MICHELLE	BOLES	NANCY	MCBRIDE
DIANNE	BRADY	SANDRA	MERGEN
MARK	BRAUN	JANET	NIEMANN
DEBORAH	BRYER	VICKY	OLSTON-SMITH
CHEROLYN	CASHMAN	NICOLE	PALM
CHRISTOPHER	CHOPP	LUANN	PALMQUIST
SUSAN	CHWALEK	PAULA	PAZZELLI-MARKS
LOUISE	CLINTON	RENEE	PEPPER
BARBARA	COMMERS	BARBARA	RASMUSSEN
MARK	DUNCANSON	PAUL	REICHERT
SARA	EIBES	LYDIA	REIMER
JOAN	ELTON	JOAN	ROERING
JUDY	FAIRCHILD	LINDA	SAUPE
SHELLEY	FISCHER	DANIEL	SCHAEFER
JULIA	FRERICKS	IONE	SCHMITT
KATHLEEN	GERDTS-SENGER	BRENDA	SCHNEIDER
MARCIA	HANDAHL	JOAN	SCHROFE
DANIEL	HEINEN	JOEL	SELENSKY
SUSAN	HOFFMAN	MAUREEN	SHIRLEY
DEBRA	HOLDER	DIANE	SIMPSON
LINDA	HOLLENKAMP	JILL	SLADE
JULIE	JOHNSON	MARGARET	STOTERAU
ELLEN	KEARNS	DAWN	SWANSON
STEVEN	KLINE	STEVEN	TAYLOR
TARA	KLINE	BARBARA	WAGNER
MARGIE	KLUVER	AMY	WEAVER
JODIE	KRAGNESS	KRISTEN	WILGER
SONDRA	LAWRENCE	ANNETTE	WIMMER
TONI	MACLEOD	VALERIE	ZAHARA

# MEMORANDA OF UNDERSTANDING

## Memorandum of Understanding St. Cloud Education Association Release Time President

WHEREAS, Section 179A.07, Subd. 6 of the PELRA provides for a leave of absence for elected officers of the Exclusive Representative; and

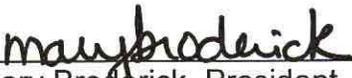
WHEREAS, it benefits both the District and the St. Cloud Education Association to have the SCEA President available on a full-time basis.

NOW, THEREFORE, the St. Cloud Education Association and the St. Cloud Area School District 742 hereby enter into the following agreement:

1. District 742 will consider the SCEA President to be a teacher on special assignment in accordance with Article X of the Master Agreement.
2. This leave will be granted on a budget neutral basis. District 742 will compensate the SCEA President on a continuing basis as a full-time contract teacher. The SCEA will reimburse District 742 the cost of the salary, health, dental, and life insurance, TRA, LTD, Worker's Comp, Medicare, and FICA of a replacement teacher on Lane A, entry level step.
3. Upon completion of the term, SCEA President will be returned to his/her assignment as are other teachers on special assignment.
4. All teaching functions will be performed by a replacement teacher.
5. The SCEA President's schedule will be determined by the SCEA.
6. This memorandum will run concurrently with the 2017-2019 Teacher Master Agreement.

DATED: September 13, 2017

SCEA:

  
\_\_\_\_\_  
Mary Broderick, President

School District 742:

  
\_\_\_\_\_  
Willie L. Jett, Superintendent

## Memorandum of Understanding Summer Special Education ESY Pay

### A. Summer Pay

1. Effective September 1, 2012 the Hourly Rate for teacher compensation will be \$32 for all summer work, including all ESY Special Education summer school programs, unless specifically identified for *Pro Rata Pay* under this provision.

2. **Grandfather Provision for ESY:**

A list of teachers who were employed in ESY summer school programs during the summer of 2012 will be prepared in cooperation with the SCEA. Teachers on that list who are qualified for any open ESY summer school teaching programs will be offered teaching positions before other candidates are considered. Teachers from the list who continue to be employed in consecutive years of summer school service will be paid *Pro Rata Pay*.

Teachers who are on the *Pro Rata* ESY List that are assigned to provide ESY summer school services to a student who is in a year-round homebound setting shall continue to receive *Pro Rata Pay* for the summer school instruction for as long as they are consecutively employed in an ESY position. Teachers assigned to these students that are not on the *Pro Rata* ESY List shall be compensated at the hourly rate for summer work.

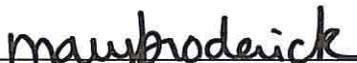
Teachers will be removed from the list if they are not consecutively employed in a summer school ESY position from year-to-year and will no longer be eligible for first consideration or *Pro Rata Pay* under this Agreement.

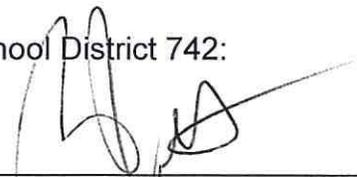
Teachers from said list who are in any process of formal performance remediation or discipline will not be eligible for consideration under this Agreement. The decision to remove teachers from the list based on performance concerns is not grievable.

3. **Summer Pro Rata Pay Positions:** The following positions/programs are specifically identified as eligible for *Pro Rata Pay* notwithstanding the provisions of this Agreement:
  - a. Birth to Two Early Part C Childhood Special Education Program
  - b. Other teaching assignments during the summer as approved in advance by the Superintendent or Assistant Superintendent

DATED: September 13, 2017

SCEA:

  
\_\_\_\_\_  
Mary Broderick, President

School District 742:  
  
\_\_\_\_\_  
Willie L. Jett, Superintendent

**MEMORANDUM OF UNDERSTANDING  
Regarding Teacher Time and Teacher Support**

*Between*

St. Cloud Education Association  
and  
St. Cloud School District No. 742

WHEREAS, The St. Cloud Education Association ("SCEA") is the bargaining unit recognized by the School District as the exclusive representative of teachers employed by St. Cloud Area School District 742 ("District"); and

WHEREAS, the parties completed bargaining of the 2017-2019 Collective Bargaining Agreement ("CBA") that included changes to the terms and conditions of employment for members of this bargaining unit; and

WHEREAS, in addition to the agreements reflected in the CBA, the parties reached agreements to manage the district need for site based professional development and data team time with teachers, while balancing the multiple demands on teacher time, by establishing student day, teacher day and meeting day schedules for the 2017-2019 school years; and

WHEREAS, the parties acknowledge that the District has inherent management rights to set the schedules for the teacher day and the student instructional day, and that nothing in this agreement is intended to alter, abridge or interfere with these important managerial rights of the District; and

WHEREAS, for 2017-2019 the parties reached agreement on some strategies for teacher support in high needs areas that will assist teachers in meeting the demands of their positions; and

WHEREAS, the SCEA and the District collaborated to establish clear and specific guidelines for these agreements for the 2017-2019 school year;

NOW, THEREFORE, the District and the SCEA agree as follows:

**1. Principal Directed Teacher Meeting Time**

In order to provide regular and predictable time for site-based data teams, professional development, and operational and committee meetings, the District has established a schedule for the 2017-2018 and 2018-2019 student instructional day, teacher duty day, and for school based meeting days as set forth in Exhibit A. Site schedules for Early Childhood, Roosevelt Education Center and other auxiliary sites are subject to change consistent with the needs of those programs and the provisions of this agreement. The schedules set forth in Exhibit A assume the following:

- a. Student Instructional Day: For the 2017-2018 and 2018-2019 school years, the standard elementary instructional day will be six hours and 30 minutes (6.5 hours) and the standard secondary instructional day will be six hours and 45 minutes (6.75 hours).
- b. Teacher Duty Day: The regular teacher duty day on Monday, Tuesday, Thursday and Friday of each week will be reduced by 15 minutes making the *standard teacher day* seven (7) hours. That time will be shifted to Wednesday making the teacher duty day on Wednesdays 8.25 hours.
- c. Principal Directed Teacher Meeting Time:
  - 1) Teacher Meeting Time: 1.25 hours of required teacher duty time will be added to the standard teacher day on Wednesdays for data team meetings two (2) times per month and principal directed professional development and/or trainings two (2) times per month. Other non-instructional duty time on Wednesdays may be used for committee meetings or other operational meetings of the site.
    - i. Data Teams will generally be organized by grade level at the elementary level and by content or subject area at the secondary level. Specialists and support staff will work with their site administrators to determine the best configuration for them and may work with like staff across the district and determine which principal they will report to for their work.
    - ii. Data Teams will choose a focus that is most relevant to their grade or content area. Data teams must select a process that utilizes data to focus on student learning and instruction. Teams may continue to use the "six step data team cycle" or may use the process outlined below:
      1. Identify a Student Learning Problem and Format a SMART Goal to be Approved by Principal;
      2. Study the Problem;
      3. Generate Solutions (Logic Model)
      4. Implement, Monitor and Achieve Results
      5. Document Work of the Team on Form Developed by the District
    - iii. A more detailed outline of this process and additional data team resources will be available on StaffNet.
  - 2) Mandatory Attendance: All teachers will be expected to be in attendance during the Teacher Meeting Time unless they are out for an approved absence reason subject to the discretionary and accumulative leave provisions of the CBA, or have a district approved schedule that does not include Teacher Meeting Time.
  - 3) Coaches/Advisors: Extracurricular coaches and advisors are expected to participate in Teacher Meeting Time and to make arrangements with assistant

coaches and/or volunteers and/or in the scheduling of practices to accommodate the Teacher Meeting Time schedule. Coaches and Advisors may be excused from committee meetings held during this time in order to fulfill their coaching responsibilities, but must participate in the Data Team Meetings and Professional Development Time. If a special accommodation is needed by a coach/advisor, those arrangements must be approved by the building administrator and reviewed and approved by the Executive Director of Human Resources.

- 4) Part-Time Teachers: Part-time teachers will be expected to be in attendance during the Teacher Meeting Time. Teacher Meeting Time will not be prorated based on the part-time teacher ratio, but will be fully included in the teachers schedule at the time the percent of teaching contract is calculated.
- 5) Focus and Priority School Extended Day Time: Extended Day Time at Focus and Priority Schools shall be from 2:45 – 3:45 on Monday, Tuesday and Thursday for all teachers receiving an extended day lane change or stipend.
- 6) Teacher Protected Time: The District's commitment to honoring Teacher Protected Time on Monday, Tuesday, Thursday and Friday is intended to avoid the scheduling of regular site-based committee or operational meetings on these days. The parties recognize the district's obligation to meet the needs of students and parents, and to address important school business in a timely manner, and at times this will require teachers to attend to school business during teacher protected time, notwithstanding the schedule set forth at Exhibit A. This schedule is subject to the management rights of the district and to Section 20.1 of the teacher contract which states as follows:

*It is recognized that teachers are professionals; and therefore, they will meet the obligations of the position, including attendance at parent conferences, parent meetings/IEP staffings, department meetings, faculty meetings, staff training sessions, and such other responsibilities that are reasonably required even when they extend beyond the scheduled duty day. Every effort will be made to schedule these meetings within the duty day.*

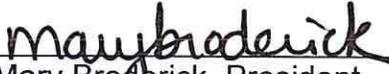
- 7) Impact of School Holidays or Non-Instructional Days: The daily schedule established in Exhibit A will be applicable for each day of the week notwithstanding weeks in which there are school holidays or student non-contact days. (e.g. Wednesday Teacher Meeting Time will occur as scheduled even if Friday in that week is a school holiday). Teacher Meeting Time may be cancelled by the building administrator or by the District if needs arise, and this cancellation will be communicated to the teachers at least two (2) days in advance whenever possible.
- 8) Teacher Duty Days on Non-Student Contact Days: District wide staff development days, workshop days, and other non-student contact teacher duty

days will be regular 7.25 hour duty days for teachers;

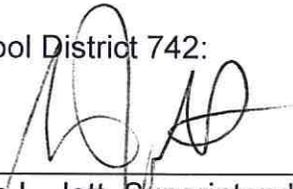
- 9) Staff Meetings: Staff meetings may be held on Monday, one (1) time per month. Staff meetings may go no more than one (1) hour beyond the Monday seven (7) hour contract day. The purpose of the meeting is to allow for discussion and administrative/organizational/operational decision making regarding the site. Each building will have a standing agenda item related to building climate and provide regular time to gather feedback from teachers about climate concerns and to engage in shared problem solving. This time is not intended for professional development sessions and presentations.
  
2. Elementary Progress Monitoring Time.  
The parties agree that Kindergarten through third grade classroom teachers will be provided with a substitute teacher for ½ day per trimester to allow them time for progress monitoring with their students. A progress monitoring schedule will be developed by the building principal to maximize the use of substitute teachers and to minimize disruption to the building.
  
3. Class Size Review.  
As a protocol to address the language of Section 20.7 of the CBA, the Superintendent or designee will review individual class/section information three weeks prior to the start of each grading period. The review will include consideration of the number of students, the type of class, the space/facilities scheduled to be used, safety/danger considerations based on the style/method of instruction, and class make-up (Special Education, English Learners, and other needs, level of support provided, number of adults in the room, etc.).  
  
A list of situations with potential concerns will be developed, and district administration will work with building administration to address those concerns. Data on concerns and responses will be shared with the SCEA.  
  
At any time during the course of the year that a teachers has a class size/make-up concern, a request for review can be submitted to the Superintendent if the issue cannot be resolved through building administration.
  
4. Agreement to Meet and Confer: The District agrees to meet and confer with the SCEA in February of 2018 to review the agreements regarding teacher time and teacher support set forth herein, and to plan for the 2018-2019 school year. The parties agree to continue the agreements set forth above for the 2018-2019 school year unless there is a new agreement reached by the parties.

DATED: September 13, 2017

SCEA:

  
Mary Broderick, President

School District 742:

  
Willie L. Jett, Superintendent

## TEACHER MEETING TIME/DUTY DAY 2017-2019

SCHOOL	STUDENT HOURS OF ATTENDANCE	LENGTH OF DAY	ARRIVAL OF FIRST BUS	TEACHER DUTY DAY M/T/TH/F	TEACHER DUTY DAY Wednesday
<b>ELEMENTARY</b>	<p><u>Meeting Parameters</u>  <i>Staff Meetings:</i> Mondays 1x per Month for up to 1 Hour Beyond Duty Day  <i>Teacher Meeting Time:</i> Principal Directed Data Teams, Professional Development and Committee/Operational Meetings on Wednesdays Inside the Teacher Duty Day  <i>Teacher Protected Time:</i> Monday, Tuesday, Thursday, Friday Duty Time Outside the Student Day (No Site Based Committee or Operational Meetings)</p>				
Clearview	7:35-2:05	6 hours 30 minutes	7:20	7:15-2:45	7:15 – 4:00 Mtg 3-4
Discovery	7:30-2:00	6 hours 30 minutes	7:15	7:15-2:45 ED 2:45-3:45 M-T-TH	7:15 – 4:00 Mtg 3-4
Kennedy	7:30-2:00	6 hours 30 minutes	7:15	7:15-2:45	7:15 – 4:00 Mtg 3-4
Lincoln	8:20-2:50	6 hours 30 minutes	8:10	7:35-3:05	7:15-4:00 Mtg 3-4
Madison	7:30-2:00	6 hours 30 minutes	7:15	7:15-2:45 ED 2:45-3:45 M-T-TH	7:15 – 4:00 Mtg 3-4
Oak Hill	7:35-2:05	6 hours 30 minutes	7:20	7:15-2:45	7:15 – 4:00 Mtg 3-4
Talahi	7:30-2:00	6 hours 30 minutes	7:15	7:15-2:45 ED 2:45-3:45 M-T-TH	7:15 – 4:00 Mtg 3-4
Westwood	8:10-2:40	6 hours 30 minutes	7:50	7:30-3:00	7:15 – 4:00 Mtg 3-4
<b>SECONDARY</b>	<p><u>Meeting Parameters</u>  <i>Staff Meetings:</i> Mondays 1x per Month from 7:15 – 8:15  <i>Teacher Meeting Time:</i> Principal Directed Data Teams, Professional Development and Committee/Operational Meetings on Wednesdays Inside the Teacher Duty Day  <i>Teacher Protected Time:</i> Monday, Tuesday, Thursday, Friday Duty Time Outside the Student Day (No Site Based Committee or Operational Meetings)</p>				
North	8:30-3:15	6 hours 45 minutes	8:05	7:55-3:25	7:15 – 4:00 Mtg. 7:15-8:15
Apollo	8:30-3:15	6 hours 45 minutes	8:05	7:55-3:25	7:15 – 4:00 Mtg. 7:15-8:15
South	8:30-3:15	6 hours 45 minutes	8:05	7:55-3:25	7:15 – 4:00 Mtg. 7:15-8:15
Tech	8:30-3:15	6 hours 45 minutes	8:05	7:55-3:25	7:15 – 4:00 Mtg. 7:15-8:15

McKinley/ALC	8:30-2:55	6 hours 25 minutes	8:30	7:55-3:25	7:15 – 4:00 Mtg. 7:15-8:15
<b>PRE-SCHOOL</b>					
Early Childhood Education at Colt’s Academy	9:25-12:10 1:15-4:00	2 hours 45 minutes	9:10 1:00	8:45-4:15	7:30 – 4:15 Mtg 7:30-8:30
<b>OTHER</b>					
Riverwoods	8:00-2:45	6 hours 45 minutes	7:45	7:45-3:15	7:45 – 4:30 Mtg 3:30-4:30
Roosevelt Elementary Program	9:15-3:45	6 hours 30 minutes	9:00	8:45-4:15	7:30 – 4:15 Mtg 7:30-8:30
City Life 742	9:15-3:45	6 hours 30 minutes	9:00	8:45-4:15	7:30 – 4:15 Mtg 7:30-8:30
Inn Step	8:45-3:15	6 hours 30 minutes	8:30	7:55-3:25	7:35 – 4:40 Mtg. 3:40-4:40
CO2	8:05-2:50	6 hours 45 minutes	7:50	7:35-3:05	7:35 – 4:20 Mtg. 3:20-4:20
Clara’s House	8:00-2:45	6 hours 45 minutes	8:00	7:30-3:00	7:30 – 4:15 Mtg. 3:15-4:15
180 Degrees	8:15-2:50	6 hours 35 minutes	N/A	7:30-3:00	7:30 – 4:15 Mtg. 3:15-4:15

Schedules above are subject to change based on the student day established at each site consistent with the parameters set forth above.

Note: Nothing in this schedule modifies the expectation that administrators and teachers must meet the professional obligations of their positions. The parties recognize the district’s obligation to meet the needs of students and parents, and to address important school business in a timely manner, and at times this will require teachers to attend to school business during teacher protected time notwithstanding the schedule set forth above. The commitment to honoring teacher protected time on Monday, Tuesday, Thursday and Friday is intended to avoid the scheduling of regular operational meetings on these days and not to prevent the district from conducting important school business. This schedule is subject to the management rights of the district and to Section 20.1 of the teacher contract which states as follows:

*It is recognized that teachers are professionals; and therefore, they will meet the obligations of the position, including attendance at parent conferences, parent meetings/ IEP staffings, department meetings, faculty meetings, staff training sessions, and such other responsibilities that are reasonably required even when they extend beyond the scheduled duty day. Every effort will be made to schedule these meetings within the duty day.*

## MEMORANDUM OF UNDERSTANDING Regarding the Focus and Priority Schools

*Between*

St. Cloud Education Association  
and  
St. Cloud School District No. 742

WHEREAS, The St. Cloud Education Association (“SCEA”) is the bargaining unit recognized by the School District as the exclusive representative of teachers employed by St. Cloud Area School District 742 (“District”); and

WHEREAS, in 2014-2015 the Minnesota Department of Education (“MDE”) identified Talahi Community School as a Priority school, and Discovery Community School and Madison Elementary School as Focus Schools based on student achievement scores in these buildings. These buildings have undergone an external program review and school improvement plans have been developed to increase achievement for all students; and

WHEREAS, the SCEA and the District entered into a three-year Memorandum of Agreement beginning with the 2015-16 school year for an extended day program at these schools that included additional pay for teachers assigned to the extended day program and a permanent lane change for teachers who completed three consecutive years in the extended day program; and

WHEREAS, the SCEA and the District wish to establish clear and specific guidelines for the Focus and Priority Extended Day Program in these schools, and have collaboratively updated the program requirements each year;

NOW, THEREFORE, the District and the SCEA agree as follows:

5. **Focus and Priority Sites.** The district will offer extended teacher day programs at Discovery, Talahi and Madison Elementary Schools for three years beginning in 2015-2016. For the 2017-18 school year the program will be as follows:
6. **Teacher Preparation Time:** Teacher Preparation Time will be scheduled as follows:
  - a. **June 8:** 1/2 day of professional development as determined by principal and leadership team.
  - b. **June 15-16:** 7:30-3:45 Conscious Discipline Training
  - c. **August 7-8:** 7:30-3:45 Professional development as determined by principal and leadership team.
  - d. **August 31:** 7:30-3:45 Professional development as determined by principal and leadership team.
7. **Extended Day Time:** On Monday – Tuesday – Thursday, the teacher duty day will be extended by sixty (60) minutes at the end of the standard duty day (See MOU regarding Teacher Meeting Time and Teacher Support), from 2:45-3:45, each day for the dates set forth below. This time will be used for shared planning time, teacher collaboration, data

review and teacher development as directed by the principal.

- a. **Discovery Elementary:** September 5, 2017, through December 19, 2017. Teachers at this school will earn 50% of the stipend set forth below for the 2017-18 school year;
  - b. **Madison and Talahi Elementary Schools:** September 5, 2017, through March 29, 2018. Teachers at these schools will earn 70% of the stipend set forth below for the 2017-18 school year.
8. **Wednesdays:** No extended day time will occur on Wednesdays as those days will be dedicated to Teacher Meeting Time.
9. **Fridays:** The teacher day will end at 2:45 on Fridays at the end of the *standard teacher day*.
10. **Teacher Duty Days on Non-Student Contact Days:** District wide staff development days, workshop days, and other non-student contact teacher duty days will be regular 7.25-hour duty days for teachers.
11. **Co-Planning Time:** For every week of the 2017-18 school year following the end of the extended day time as set forth in paragraph 3a and 3b above, teachers will devote one prep period per week to co-planning with their teaching teams during common prep time as the teacher schedules allow. Each team will make a schedule of their co-planning days to be shared with the principal, and will keep a co-planning log in Google Docs to be shared with the principal summarizing their shared planning work each week.
12. **Temporary Lane Change Stipend:** Teachers who participate in a Focus and Priority School program will be paid a stipend equivalent to one lane change in consideration for the additional time served by the teacher. No additional pay or benefits will accrue to the teacher for participating in the extended day programs.
13. **Stipend Pay for MA + 40 Semester Credit Teachers:** Teachers who participate in a Focus and Priority School program who are not eligible for additional lane change credit because they are currently placed in the MA + 40 semester credit lane, will earn a \$2500 stipend as consideration for the additional time served by the teacher. MA + 40 Teachers who serve in the program for less than three years will return to their regularly scheduled pay at the conclusion of the 2017-18 school year.
14. **Permanent Lane Change:**

The district expects that teachers who serve in an extended day program will become more reflective and adaptive teachers with high facility for analyzing and leveraging student data to adjust instruction and increase student achievement. In recognition of the professional growth and development gained through service in the Focus and Priority School programs, teachers who served in these programs for three consecutive years, from 2015-2018, will earn one permanent lane change. Teachers receiving a stipend for service under Paragraph 9 above, rather than lane change credit, will earn a permanent

salary increase of \$2500 after serving for three consecutive years, from 2015-2018 in the Focus and Priority School program. Once a permanent change in pay is earned under this paragraph it will be included in a teacher's daily rate of pay.

15. **Accumulative Leave:** Teachers participating in the Focus and Priority School will earn additional hours of accumulative leave to be used in accordance with the current leave provisions of the CBA. Teachers at Discovery Elementary will earn 6 additional hours of accumulative leave and teachers at Talahi and Madison will earn 8 additional hours of accumulative leave. Accumulative leave deductions will be for actual time lost to the nearest 15 minutes, with a whole day absence being deducted at 8 hours on any extended days.
16. **Discretionary Leave:** Discretionary leave for absences on the six dates scheduled during June and August in Paragraph 2 above, shall be limited to three (3) days. Additional days may be approved by the Superintendent upon demonstration of unusual or extraordinary circumstances.
17. **Payment of Lane Change or Stipend:** For 2017-18 the focus and priority school lane change pay will be paid as follows:
  - a. **Discovery Elementary School:** Discovery teachers shall be entitled to 50% of the stipend pay described above and will receive that payment in full on December 15, 2017;
  - b. **Madison and Talahi Elementary Schools** shall receive 70% of the stipend pay described above with 50% of the stipend paid on December 15, 2017 and 20% of the stipend paid on April 15, 2018.
  - c. Lane change pay will be based on the 2016-17 salary schedule and 2016-17 pay level placement unless bargaining of the 2017-2019 Teacher Contract has been completed prior September 13, 2017, and there shall be no retroactive pay on the stipend following settlement of the contract after that date.
18. **Chinese Immersion Staff:** Chinese immersion teachers at Madison Elementary who request not to participate in the extended day program because they are actively engaged in coursework directed toward achieving teaching licensure for their positions, will be excused from the requirements of the extended day plan and will not receive a lane change or stipend under this Memorandum of Agreement. Teachers not actively engaged in coursework toward licensure will be expected to participate in the extended day program and will receive compensation as set forth herein.
19. **Voluntary Participation in Summer Professional Development Days:** This Agreement applies only to core instructional staff and does not apply to specialists and non-classroom licensed staff. However, licensed staff members not participating in the plan are encouraged to attend the six summer professional development days described in Paragraph 2, above, and will receive the summer stipend pay rate of \$120 per day for

each day they are in attendance.

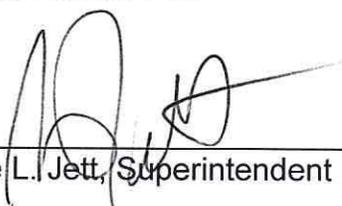
20. **Co-Planning Time in 2018-2019:** Based on the work of the extended day programs, the district has identified three key factors that support increased student achievement: 1) Data Informed Instruction; 2) Targeted Site-Based Professional Development; and 3) Collaborative Planning. These elements must be sustainable going forward if the extended day time expectation is to be discontinued. To that end, the district has worked to embed data teams and site based professional development into the regular teacher week and expects that teachers will engage in collaborative planning during common prep time with their teaching teams as the teacher schedules allow at least two times per month during the 2018-2019 school year. Teachers may select the days together with their team and will maintain a Google Doc documenting their schedule and planning work that is shared with their principal.
21. **Summer Professional Development for 2018-19:** If the district determines that additional professional development is required to support the Focus and Priority schools during the 2018-19 school year, up to 3 days of professional development may be scheduled in August of 2018. Teachers will be paid at the summer stipend rate and will be notified of the training dates by April 30, 2018.
22. **Waiver of Precedence:** The parties agree that this agreement applies only to Discovery, Madison, and Talahi school and is intended for this circumstance only and will not constitute a binding precedent or past practice applicable to any future circumstance following the 2018-19 school year.

DATED: September 13, 2017

SCEA:

  
\_\_\_\_\_  
Mary Broderick, President

School District 742:

  
\_\_\_\_\_  
Willie L. Jett, Superintendent

**MEMORANDUM OF UNDERSTANDING**  
**Regarding New Teacher Induction and Mentoring Program**

*Between*

St. Cloud Education Association  
and  
St. Cloud School District No. 742

WHEREAS, The St. Cloud Education Association (“SCEA”) is the bargaining unit recognized by the School District as the exclusive representative of teachers employed by St. Cloud Area School District 742 (“District”); and

WHEREAS, the parties have completed bargaining of the 2017-2019 Collective Bargaining Agreement (“CBA”) that included changes to the terms and conditions of employment for members of this bargaining unit; and

WHEREAS, in addition to the agreements reflected in the CBA, the parties reached agreements related to collaborative initiatives between the district and the SCEA related to teacher salary advancement and teacher development and leadership opportunities; and

WHEREAS, the district wishes to establish a three-year program for new teacher induction to better prepare teachers that are new to the profession or new to the district to meet the educational needs of their students. Year One of the program will begin with teachers who are new to the district for the 2015-2016 school year; and

WHEREAS, the SCEA and the District collaborated to establish clear and specific guidelines for the program requirements and compensation related to the Teacher Induction Program and;

NOW, THEREFORE, the District and the SCEA agree as follows:

**1. Teachers New to Profession (Less than one year of experience in a licensed teaching position) – Program Requirements**

**a. Year One:**

- i. Four Days in New Teacher Academy in August**
- ii. Four 2-Hour New Teacher Academy sessions during the school year**
- iii. 30 – 60 Minutes per week in Mentor meetings**
- iv. 3 Hours of Professional Development chosen by the teacher from a menu of options provided by the District**

**b. Year Two:**

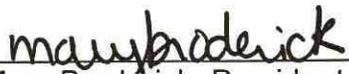
- i. Two Days in New Teacher Academy in August**
- ii. Two 2-Hour New Teacher Academy sessions during the school year**
- iii. 30 – 60 Minutes bimonthly in Mentor meetings**
- iv. 5 Hours of Professional Development chosen by the teacher from a menu of options provided by the District**

- c. Year Three:
    - i. One Day in New Teacher Academy in August
    - ii. Two 2-Hour New Teacher Academy sessions during the school year
    - iii. 30 – 60 Minutes per month in Mentor meetings
    - iv. 7 Hours of Professional Development chosen by the teacher from a menu of options provided by the District
  - d. Compensation for Participation:
    - i. Year One: \$1500 stipend paid in two installments with \$750 on August 31 and \$750 on May 31 of Year One;
    - ii. Year Two: \$1,000 stipend paid in two installments with \$500 on August 31 and \$500 on May 31 of Year Two;
    - iii. Year Three: \$500 stipend paid in two installments with \$250 on August 31 and \$250 on May 31 of Year Three;
    - iv. Year Four: Upon completing all the requirements of the program as set forth above as certified by the Teaching and Learning Department, and achieving tenure through an offer of a continuing contract in Year Four, the teacher will earn one lane advancement.
  - e. Failure to Complete Program Requirements: If a teacher fails to fulfill the requirements of the program as set forth above, the District reserves the right to rescind any stipend pay in part or in full during Years One, Two or Three of the program through payroll deduction.
2. **Teachers with Experience that are New to the District – Program Requirements:**
- a. Three days of New Teacher Academy in August which may include ½ day of orientation.
  - b. Bi-weekly contact with mentor or mentor group.
  - c. Compensation for successful participation will be a \$750 stipend paid in two installments with \$375 on August 31 and \$375 on May 31.
3. **Mid-Year Hires**
- a. Hired after New Teacher Academy, but before Sept. 30:
    - i. Attend a Catch-up session
    - ii. Join appropriate group from above
  - b. Hired after Catch-up Session:
    - i. Attend a 1:1 meeting with TOSA of Teacher Mentoring
    - ii. If hired for the remainder of the year, will meet with assigned mentor
    - iii. If hired by ISD742 for the following school year, and were new to profession, will join the Year One program for that new school year. A checklist of requirements will continue from previous year, and the Year One stipend will be paid at the completion of all items on the checklist.
4. **New Teacher Mentors:** New Teacher Mentors will be responsible for fulfilling all mentor expectations (See Attached Summary) including the duties set forth below:
- a. With Year One Teachers:
    - i. August ½ day mentor training
    - ii. August ½ day with mentee

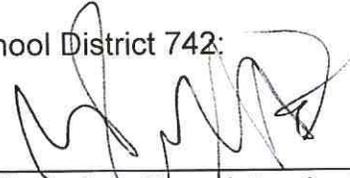
- iii. Weekly contact with mentee
  - iv. Complete 2 Mentor/Mentee Observations
  - v. Mid-Year Mentor Training (2 hours)
  - vi. Complete monthly checklists and submit online
  - vii. Stipend of \$1500 paid on May 31 following completion of above responsibilities
- b. With New to District 742 Teachers (worked previously in another district)
- i. August ½ day mentor training
  - ii. August ½ day with mentee or mentee group
  - iii. Bi-weekly contact with mentee or mentee group
  - iv. Mid-Year Mentor Training (2 hours)
  - v. Submit Mentor/Mentee meeting form
  - vi. Stipend of \$750 paid on May 31 following completion of above responsibilities
- c. With Year Two Teachers
- i. August ½ day mentor training
  - ii. August ½ day with mentee
  - iii. Bi-weekly contact with mentee or mentee group
  - iv. Assist mentees with Peer Observation or Self-Video
  - v. Mid-Year Mentor Training (2 hours)
  - vi. Complete monthly checklists and submit online
  - vii. Stipend of \$1000 paid on May 31 following completion of above responsibilities
- d. With Year Three Teachers
- i. August ½ day mentor training
  - ii. Monthly contact with mentee group
  - iii. Assist mentees with Peer Observation or Self-Video
  - iv. Submit Mentor/Mentee meeting form
  - v. Stipend of \$500 paid on May 31 following completion of above responsibilities
5. **Peer Collaborators:** The District will select teachers to serve as Peer Collaborators to fulfill the peer evaluation functions of the teacher evaluation and professional development process. Peer Collaborators will receive an annual stipend of \$1250.00 on June 15 following completion of the peer review responsibilities as set forth in the job description attached as Exhibit A.
6. **Waiver of Precedence:** The parties agree that this agreement is intended for this circumstance only and will not constitute a binding precedent or past practice applicable to any future circumstance.

DATED: September 13, 2017

SCEA:

  
\_\_\_\_\_  
Mary Broderick, President

School District 742:

  
\_\_\_\_\_  
Willie L. Jett, Superintendent

## MEMORANDUM OF UNDERSTANDING Support for Special Education Teachers

*Between*

St. Cloud Education Association  
and  
St. Cloud School District No. 742

WHEREAS, The St. Cloud Education Association ("SCEA") is the bargaining unit recognized by the School District as the exclusive representative of teachers employed by St. Cloud Area School District 742 ("District"); and

WHEREAS, the parties have completed bargaining of the 2017-19 Collective Bargaining Agreement ("CBA") that included changes to the terms and conditions of employment for members of this bargaining unit; and

WHEREAS, in addition to the agreements reflected in the CBA, the district and the SCEA engaged in dialogue and problem solving to address the unique demands facing special education teachers in meeting the requirements of their positions; and

WHEREAS, the district clearly acknowledges and supports the need for all special education teachers to receive prep time and duty free lunch time pursuant to the provisions of the CBA; and

WHEREAS, additionally, the SCEA and the district have worked collaboratively to establish guidelines and supports for the due process and student service requirements of special education teachers;

NOW, THEREFORE, the District commits to the following during the 2017-2019 contract period:

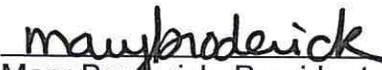
1. Teacher Protected Time: The District has designated the unassigned time at the beginning and end of the student instructional day as Teacher Protected Time and will work diligently to protect this time for special educators; and
2. Supplementary Duties: The Executive Director of Special Education will work with principals and directors who supervise special education programming in their buildings to remove supplementary duties such as bus duty, lunch room supervision, and extra team assignments from special education teachers and service providers to allow additional time to meet due process and student service requirements; and
3. Clerical Support: The district will provide clerical support at Tech, Apollo, North and South to assist in arranging meetings, creating meeting notices, copying documents and assisting with meeting preparation. Clerical support at McKinley will be provided by McKinley clerical staff; and

4. Paraprofessional Schedules: Special education paraprofessional schedules will include 30 minutes per day outside of the student instructional day to support transportation and transition time, consultation time with case managers, and professional development time; and
5. Pay for Missed Prep and Lunch: Special education teachers and service providers who miss their prep period or lunch period in order to provide critical service to students will be compensated for the missed lunch or prep time at the hourly rate of \$32 provided they complete the form and procedures established for this purpose. The schedules and supports of teachers or service providers who repeatedly experience missed prep or lunch will be reviewed by the Executive Director of Student Services or designee in consultation with the building principal or director to address any obstacles to consistent and scheduled prep and lunch periods; and
6. Staffing Days: The Executive Director of Student Services will work with building principals and directors to establish a regular schedule of staffing days to support planning for IEP meetings with classroom coverage; and
7. Due Process Time: The district will provide the following supports to teachers to assist with the timely and proficient completion of due process responsibilities:
  - a. Each licensed Special Education classroom teacher will receive five ½ days per year of due process time to be used throughout the year, but not more than two half days per trimester. All probationary teachers and teachers on Formal Assistance Plans will be required to complete this time at the District Administrative Office (Student Services) to receive support to complete the due process requirements.
  - b. Due Process/Conference Time: Each licensed Special Education Teacher and Service Provider will utilize the contract conference time (21.75 Hours) for the completion of due process, except for time set aside for Open House or Goal Setting Conferences (e.g. 21.75 hours minus hours set aside for Open House/Goal Setting) This time will be designated as follows:
    1. High Schools – 19.25 hours
    2. Middle Schools – 18.75 hours
    3. Elementary Schools – 18 hours
  - c. All probationary and teachers on Formal Assistance Plans will be required to complete this time at the District Office at scheduled Due Process Days pursuant to the schedule below. Other teachers may complete this time at their site during their site's scheduled conference time or at the District Office during the scheduled Due Process Days.
  - d. Teachers will be required to maintain a log of their hours in the format approved by the district.

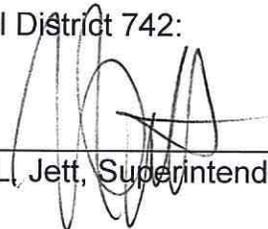
- e. Student Services Support Staff will provide monthly calendars for upcoming due process dates for the rest of the school year.
  - f. Student Services Support Staff will provide daily emails to case managers with information regarding due process meeting dates which need to be arranged within the next two weeks.
  - g. Special Education Teachers will have access in Student Plans to a Tickler list of all due process dates.
8. Review: The supports provided in paragraphs 1-7 above will be reviewed with the SCEA in March of 2019 to determine whether these measures have been effective in supporting the work of special education teachers and service providers. The district reserves the right to modify or discontinue any of these supports after June 30, 2019, at its sole discretion, based on the needs of students and the budgets of the district.

DATED: September 13, 2017

SCEA:

  
 Mary Broderick, President

School District 742:

  
 Willie L. Jett, Superintendent

**2017-18 Due Process Days**

Monday	9/25/17	3:30 -6:30
Tuesday	10/24/17	4:00 - 7:00
Monday	11/13/17	3:30 -6:30
Tuesday	11/14/17	4:00 - 7:00
Tuesday	12/12/17	4:00 - 7:00
Monday	1/8/18	3:30 -6:30
Monday	2/12/18	3:30 -6:30
Tuesday	3/6/18	4:00 - 7:00
Monday	4/16/18	3:30 -6:30
Monday	5/21/18	3:30 -6:30
Tuesday	5/22/18	4:00 - 7:00

**MEMORANDUM OF UNDERSTANDING  
Regarding Early Childhood Teacher Schedules**

*Between*

St. Cloud Education Association

and

St. Cloud School District No. 742

WHEREAS, The St. Cloud Education Association ("SCEA") is the bargaining unit recognized by the School District as the exclusive representative of teachers employed by St. Cloud Area School District 742 ("District"); and

WHEREAS, in reviewing the staff assignments of Early Childhood Preschool and Special Education teachers for 2017-18, the District identified concerns with teacher assignments that included unscheduled blocks of duty time in full day or half day blocks that were not in alignment with the duty time provisions of the Master Agreement between the SCEA and the District, and that created inequities in the assignments for similarly licensed teachers; and

WHEREAS, the District has engaged in significant budget reductions for the 2017-18 school year and in order to staff the early childhood programs within the District budget, the District must realign staffing assignments in the early childhood preschool and special education programs; and

WHEREAS, the District notified the SCEA of the irregularity in these assignments and the parties met to discuss and resolve concerns about the teaching schedules of early childhood preschool teachers and early childhood special education teachers whose teaching schedules included whole day or half day blocks of additional non-instructional time each week for classroom set up and unit preparation; and

WHEREAS, the parties acknowledge that the District has inherent management rights to set the schedules for the teacher day and the student instructional day, and that nothing in this agreement is intended to alter, abridge or interfere with these important managerial rights of the District; and

WHEREAS, for 2017-2018 the parties reached agreement on strategies for utilizing these additional blocks of times to serve student needs in alignment with building or program needs to minimize the need for staffing reductions for 2017-18;

NOW, THEREFORE, the District and the SCEA agree as follows:

In order to bring our early childhood teaching schedules into alignment with the contract, additional non-instructional time outside of the prep provision of the contract will be addressed as follows:

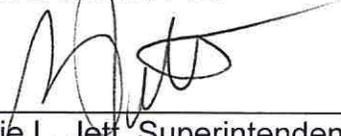
1. Teachers will be offered the option of taking a permanent reduction in their FTE to eliminate the cost of the currently unscheduled blocks of teacher duty time.
2. If teachers choose not to take a reduction in their FTE, they will be expected to carry out the following duties in lieu of the currently unscheduled blocks of teacher duty time (typically on Fridays but in some cases split between two half days of the week). These duties are listed in priority order.
  - a. Early Childhood teachers who are assigned to Colts Academy will be assigned to complete early childhood screenings or special education assessments at Colts in lieu of the currently unscheduled blocks of teacher duty time.
  - b. Early Childhood teachers who are assigned to elementary buildings will be assigned as follows:
    - i. Substitute for a classroom teacher to support K-3 progress monitoring;
    - ii. ECSE teachers: Substitute to support due process or support assessments or observations related to due process requirements;
    - iii. Fill an unfilled substitute need within the building. It is acknowledged that serving as a substitute should generally be at the primary elementary level and we want to use the expertise of these teachers whenever possible in a manner that adds instructional value to the students served. The preschool teacher should not become a permanent substitute assigned by a head secretary, but should be assigned with consideration for their training and area of licensure;
    - iv. Co-teach or assist with K-3 instruction to maximize instructional impact.
  - c. Early Childhood teachers' schedules will provide for at least 30 minutes of prep during each full day of instruction. Teachers with a .80 instructional schedule will receive an additional 80-minute prep period on their non-instructional day and teachers with a .90 instructional schedule will receive an additional 105-minute prep period during their half day of non-instructional time.
3. Staffing for Early Childhood assignments for 2018-2019 and forward will reflect the needs of the district for instructional time with prep time allocations pursuant to the contract.

DATED: September 13, 2017

SCEA:

  
Mary Broderick, President

School District 742:

  
Willie L. Jett, Superintendent

