

**Master Contract Agreement**

**between**

**Saint Cloud Area School District 742**

**and the**

**Saint Cloud Education Association**

***The Teachers of District 742***

**2013-2015**

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

**2013-2015**

**ARTICLE I - PURPOSE**

Section 1.1 Parties: THIS AGREEMENT is entered into between St. Cloud Area Schools, 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 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. 170.A.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 38.5 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.

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 provided in said authorization.

Section 5.4 Fair Share Fee: In accordance with M.S. 179.A.06, subd. 3, any teacher included in the appropriate unit who is not a member of the Association may be required by the Association to contribute a fair share fee for services rendered by the Association.

The Association hereby warrants and covenants that it will defend, indemnify and save the District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Association as provided herein; provided, however, that the District will tender the defense of any such claim to the Association. The Association will assume no responsibility or liability for any action in which the District elects to employ its own counsel, or in which the District is taking action or making a claim against the Association.

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 except current year SPRE records which will be kept at the building level during the school year and placed in the District file at the close of the current school year.

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 complaint does not result in disciplinary action against a teacher, no record of the complaint, investigation, or findings will become a part of the teacher's personnel file. If disciplinary action is taken against a teacher, such action will become a part of the 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, 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.

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

Section 6.1 Basic Compensation:

Subdivision 6.1.1 2013-2015 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 here to. 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: Effective September 1, 2013, 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 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 on a sabbatical leave or who is actively teaching while on an approved professional leave granted for this purpose.

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:

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

Subdivision 6.2.4 Longevity Pay:

2013-2014 Teachers on Pay Level 18-19 are eligible for an annual longevity payment of \$2,000. Teachers on Pay Level 20 or above are eligible for an annual longevity payment of \$3,750. 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.

2014-2015 Teachers on Pay Level 18-19 are eligible for an annual longevity payment of \$2,250. Teachers on Pay Level 20 or above are eligible for an annual longevity payment of \$4,000. 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.

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

- A. Seminars, workshops, college courses, and in-service institutes 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 or in-service work 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 those credits earned while on sabbatical leave or industrial leave or 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. Eighteen (18) accumulative classroom clock hours of approved workshops, seminars, or in-service institutes will be considered equivalent to one (1) semester hour of credit. No more than two (2) semester credits of inservice hours may be used for each lane advancement.
- F. District Initiated Training:
  - 1. The District will offer pay for District initiated, District approved teacher training such as in-services, workshops, or other professional development opportunities which are directly tied to the Strategic Plan.
  - 2. Teachers will be allowed to use these district-approved opportunities for lane change credit as outlined above, however, the 3 credits per lane change restriction will not apply.

3. Teachers who are not eligible to use the District 742 opportunities for lane change credit will be compensated at the hourly rate unless such work is mandatory.
4. Mandatory work above and beyond the contract will be paid pro-rata. Such work must be scheduled within the contract year to be considered “mandatory”.
5. 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 by a district level executive for presentation/preparation pay must be obtained in advance of the training session.

G. Lane advancement:

1. A teacher's salary schedule placement will be modified to reflect a salary lane advancement, any time during the fiscal year, provided that the teacher submits the following to the Human Resources Office:
  - An official transcript of credits or a letter from the appropriate college/university official; and
  - Written evidence of prior administrative approval of courses or experiences; and
  - Written application for lane advancement.
2. The District will begin salary payments based on the new salary lane placement only after it has received all of the requirements listed above. The new salary lane placement will be effective on the first work day following the teacher's successful completion of the course work needed for the lane advancement and retroactive pay, if any, will be given to the teacher provided all requirements are received by the Human Resources Office within sixty (60) days of said successful completion. If not received within the sixty (60) day period, lane advancement will be effective on the date all requirements are received.
3. If a teacher meets all the requirements for a lane change after a contract year is completed, but prior to the end of a fiscal year, salary lane placement will be effective as of that date. However, salary improvement, as a result of the lane change, will begin with the first payment under the new annual contract.

H. Multiple Lane Change:

1. To qualify for a multiple lane change a teacher must:
  - Submit the District's multiple lane change notification of intent form to the Human Resources Office prior to March 1st for the following school year.
  - Indicate the number of lane changes being requested on that form.

2. Failure to notify the District by March 1 will result in the teacher being limited to one lane change for the next school year, except for teachers who are returning from sabbatical or industrial leave.
3. Teachers who are returning from sabbatical or industrial leave will have their salary lane placement determined by the total number of earned, approved credits for college courses, industrial schools, workshops, seminar, manufacturer's institutes, in-service and work experience, as appropriate.
4. Teachers hired after March 1 will have 30 days after returning their signed contract to submit a multiple lane change intent form.

Subdivision 6.3.1 Approval of Course Work: To qualify for lane advancement, credits will be earned and approved as follows:

1. Regular Approval: Appropriate course work and programs must be approved in writing by the unit administrator using the Professional Advancement Record form prior to enrollment.  
  
If the course work is in a new area of licensure, approval does not guarantee or give preference to said teacher for any position which may become available in the new area.
2. Appeal Process: If a unit administrator denies a course work approval request, the teacher may appeal that decision in writing to the Superintendent.
3. Any teacher who receives salary lane advancements for a new area of licensure in accordance with above provision of the contract- and who refuses to accept an equivalent contract offer for an assignment into an area for which he/she has been given such course work or program approval, will have his/her salary lane placement adjusted to exclude those credits which were germane only to the new contract assignment. This salary adjustment will occur at the beginning of the next school year, immediately after the offer for employment in the new teaching assignment.
4. District required - New areas of Licensure and Certification: If the District requests in writing that a teacher take additional course work in order to obtain a new area of licensure or certification, the teacher will receive future salary lane advancement pursuant to 6.3.2 and reimbursement from the District for the actual cost of tuition and fees related to such course work.

Subdivision 6.3.2 Salary Lane Requirements:

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

| Semester Hours               | Quarter Hours |
|------------------------------|---------------|
| BA                           | BA            |
| BA + 10                      | BA + 15       |
| BA + 20                      | BA + 30       |
| BA + 30                      | BA + 45       |
| BA + 40                      | BA + 60       |
| MA                           | MA            |
| MA + 10                      | MA + 15       |
| MA + 20                      | MA + 30       |
| MA + 30                      | MA + 45       |
| MA + 40 or Specialist or Phd | MA + 60       |

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, and a maximum of 1/5<sup>th</sup> in-service credits.
3. A teacher will move from BA + 40 (semester credits) 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.
4. A teacher who has earned forty (40) approved semester credits beyond the Baccalaureate Degree as part of an approved Doctoral or Specialist Program will be advanced to the MA lane.

Subdivision 6.3.3 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 6.3.4 Lane Placement for New Teachers: A new teacher will be placed on a salary schedule lane according to the number of graduate and undergraduate credits he/she has earned subsequent to receiving a Baccalaureate Degree and an initial teaching license. 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 6.3.5 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. The Human Resources Department will maintain a list of certifications that will be recognized for certification pay under paragraph 4 above.

Section 6.4 Pay Plans: Effective beginning with the 2010-11 school year, teachers on contracts that continue into the next school year may elect one (1) of the following pay plans by notifying the Payroll Office in writing of their election by August 1. The teacher's selection of a pay plan shall continue in subsequent school years unless the teacher timely notifies the Payroll Office in writing of their request to change pay plans by August 1. New and rehired teachers shall be placed on the Option One pay plan.

- 1) Option One: One twenty-fourth (1/24) of their annual salary to be paid on the 15<sup>th</sup> and last day of each month beginning September 15.

- 2) Option Two: 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).

## **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 immediate administrative supervisor for the first three years in the position.
2. Assistant coaches/advisors will have their performance reviewed by the head coach/advisor.
3. The teacher will be involved in the review process and will receive written notification of the results of the review.
4. Following the first three years, performance reviews will occur on a biannual basis.

### **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 2011-2013 extra pay schedule (Exhibit E).

**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 2013-2015 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.

**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. Part-time teachers who accept subbing assignments through AESOP will be paid at the established substitute teacher rate.

**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.

## **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 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 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 industrial 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:

$$\frac{\text{days employed}}{188 \text{ days}} = \frac{\text{days of coverage}}{365 \text{ days}}$$

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, Student Assistance Coordinator, etc.)
- B. An updated list of the positions which 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. Length of the Term: 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. 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 March 1st of the year preceding the change.
- D. Posting: The District will post special assignment positions on the official bulletin boards in all buildings of the District for a period of at least fourteen (14) calendar days outside of the school year, five days when school is in session.
- E. 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.
- F. Seniority: During the term of the special assignment, the teacher will continue to earn seniority as before the special assignment.
- G. Upon completion of the special assignment, the teacher will be returned to the assignment which s/he held prior to the special assignment, except in the following cases:
  - 1. If the teacher's former assignment does not exist in the District the teacher will be appropriately reassigned by area(s) of license.
  - 2. If the teacher requests reassignment to a different building/assignment. In this case s/he will be reassigned in the same manner as other displaced teachers (before transfer requests are honored and before any new teachers are hired).
- 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:

1. Any current licensed school nurse working 1316 hours per year (188 days X 7 hours) will be considered to be on a full-time equivalent contract.
2. Licensed school nurses working less than 132 hours per year will remain on hourly status.
3. Licensed school nurses working more than 132 hours per year, but less than 1316 hours per year will be on pro-rated contract status.
4. The District administrator with recommendations from the department chairperson in charge of nursing services 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 and preparing individual health plans. 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 Director of Student Services.

5. 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:

$$\frac{\text{days employed}}{188 \text{ days}} = \frac{\text{days of coverage}}{365 \text{ days}}$$

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. Eligibility: Employees working at least 18.75 hours per week (50%) are eligible to participate in the District's group hospital/medical insurance program.
- B. 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.
- C. Pursuant to the plan documents, the District will provide a high deductible health insurance plan with a \$1,500 deductible and out-of-pocket limit per single plan participant and \$3,000 deductible and out-of-pocket limit per family. Plan coverage summaries will be provided to all participating employees.
- D. 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.

E. 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.

1. Full-Time Salaried Teachers:

Full-Time Employees Single Coverage:

Effective October 1, 2013, the School District shall contribute a sum not to exceed \$650 per month toward the premium for individual coverage for each full-time salaried employee who qualifies for and is enrolled in a School District group health and hospitalization plan.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Full-Time Employees Family Coverage:

Effective October 1, 2013, the School District shall contribute a sum of not to exceed \$978 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. The teacher shall make his/her selection for coverage by September 30 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, 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. 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 with a minimum deduction of one hour and equivalent to the actual time absent to the nearest 15 minute increment.

Section 13.1 Accumulated Leave Days: Effective July 1, 2010, all days credited will refer to 7 hour days.

A. Accumulation of days:

Subdivision 13.1.1 Salaried Teacher:

- |    |                                  |                        |
|----|----------------------------------|------------------------|
| 1. | 188 day contract (1.0 contract)  | 11 days (77 hours)     |
|    | 197 day contract (1.05 contract) | 11.5 days (81 hours)   |
|    | 207 day contract (1.1 contract)  | 12 days (84 hours)     |
|    | 216 day contract (1.15 contract) | 12.5 days (87.5 hours) |
|    | 227 day contract (1.2 contract)  | 13 days (91 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 hour days. (e.g. a teacher employed on a 50% basis contract will receive 5.5 days or 38.5 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 (Effective July 1, 2009 - June 30, 2011):  
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 up to thirteen (13) of his/her accumulative leave days at her/his discretion for pre-arranged absences 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.

- The teacher must notify the appropriate unit administrator a minimum of three (3) days in advance of the absence, 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.
- There will be an eight (8) consecutive day limit for discretionary use of accumulative leave, except for bereavement leave.
- 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.
- Teachers are responsible for the content of parent-teacher conference days and/or staff development days when absent during these days.
- 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.
- Any Discretionary days in excess of thirteen (13) must be approved by the unit administrator, and will be deducted for a 2-for-1 rate.
- Absences due to school business will not incur a discretionary or accumulative leave deduction.
- 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     |                         |
|------------------------|-------------------------|
| <u>In the Building</u> | <u>Leave Limitation</u> |
| 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. Personal leave days accrued prior to June 30, 2004, will be added to individual accumulative leave totals and will not be available as additional discretionary leave.
- G. 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 who cannot report on 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. For the 2009-2011 contract the District will not deduct accumulative leave for participation in a MSHSL activity that is relevant to the District.

Subdivision 13.3.5 In reference to Subdivision 12.4.2 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.

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.

Subdivision 13.4.2 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.

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.

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 of his/her intent to return to service or to request an extension of leave during the subsequent school year prior to March 1. 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.

If a teacher at the onset of leave decides not to continue the benefit coverages during the period of the leave, he/she will be required to show evidence of insurability at the time of return to employment with the District.

### Section 14.1 Leaves of Absence with Pay

#### Subdivision 14.1.1 Sabbatical Leave - Teacher Requested:

1. Filing timeliness - Requests for such leave should be filed by the March 1st prior to the commencement of the leave. Teachers will receive written notification of approval or disapproval of the proposed leave by April 1st. 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.
2. Eligibility - To be eligible for such leaves, the teacher must have earned at least fifteen (15) approved credits on the appropriate salary schedule since initial employment in the District and the teacher must meet the following specific criteria:
  - a. The teacher must have taught at least seven (7) consecutive years as a full-time salaried or hourly teacher or a combination of salaried and hourly equaling full-time in the District immediately preceding the commencement of the leave and must have obtained at least the salary lane of B.A. + 30 on the salary schedule for licensed personnel.
  - b. Exceptions - Sabbatical leave, alternative leave, or professional leave will constitute a break in the consecutive year requirements as set forth in "a" above. Other leaves will neither constitute a break in the consecutive years nor will they be counted as years of teaching.
3. Limitations and Conditions -
  - a. College credit for sabbatical leave will be limited to the areas of the teacher's current contract assignment unless training in a new area is requested or approved by the Superintendent.
  - b. Leaves will be granted only if a suitable replacement, as determined by the Superintendent, can be obtained for the teacher. The District will make a reasonable effort to secure a suitable substitute, if needed. If the District is unable to contract, or maintain the contract of a suitable replacement, it may revoke the leave if the revocation is made no later than thirty (30) calendar days prior to commencement of leave. Thereafter, revocation will require mutual agreement between the District and the teacher.
  - c. Except under unusual circumstances, the number of leaves granted will not exceed one percent of the total salaried teaching staff of the District for

- sabbatical leaves.
- d. Any teacher who was granted a full year of leave must teach in the District for two full years following the completion of the leave. Except as noted in this provision, time spent on any long-term leave will not be counted as a part of the two-year requirement. If the teacher's service is discontinued for any reason other than being placed on a health leave for at least six (6) months, or being placed on an unrequested leave, before the expiration of the two year requirement, the teacher will remit to the District a pro rated amount of the payments made by the District for the teacher's salary and insurance benefits while the teacher was on such leave. Such benefits must be paid in full within two years. If a teacher was granted less than a full year of sabbatical leave then his/her period of required teaching will be pro-rated.
  - e. Sabbatical leave will be limited to a full program of study.
4. Approval: A leave of absence may be granted by the District for continuing education which in the judgment of the District will improve the background, training and will enable such person to better serve the School District. All requests for sabbatical leave will state, and the District will consider, only the following criteria in making its judgment as to whether or not to approve the leave:
- 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. The future benefits which 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 the 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.

If the number of requests exceeds the limitation stated in (3c) above, the District will use the following criteria to determine priority:

- a. Future contribution to the school system.
  - b. Length of time since last work experience (industrial leave only).
  - c. Length of service.
  - d. Equitable distribution of leaves among various departments in the District.
5. Benefits - The following benefits will accrue to a teacher on sabbatical leave:
- a. Salary - A teacher granted a sabbatical leave will be compensated on a budget neutral basis. Budget neutral shall be defined as the difference between the salary (not including extra assignments) the teacher taking the leave would have received had he/she not taken a leave and the salary of a



teacher on Lane A, entry level step. Salary will not include extra assignments.

- b. Receipt of fellowships, grants, or stipends will not affect payment granted under conditions of a Sabbatical leave.
- c. Insurance - Payments toward the District's insurance program will be continued for a teacher on such leave as if the teacher were teaching full-time in the District.
- d. Sabbatical leave Pre-Funding: A teacher may supplement the District's budget neutral salary payments for sabbatical leave by establishing a pre-funded sabbatical account in his/her name in the District. The teacher may reduce his/her annual salary by any amount for a period not to exceed five (5) years. During each of the pre-sabbatical leave years, the teacher's annual salary will be reduced by the amount designated by the teacher and the designated amount will be placed in a fund which will be used to supplement the District budget neutral salary during the year of sabbatical leave. (For example, a teacher chooses to reserve part of his/her salary for three years and then begins a sabbatical leave. The teachers' sabbatical leave salary would be the budget neutral salary plus the teacher's reserved amount). The amount to be pre-funded will be designated by the teacher in writing. If a teacher who has established a pre-funded sabbatical leave salary reserve account decides not to take a sabbatical leave or is denied a sabbatical leave by the District, then the teacher will be reimbursed for all money which has been placed in his/her reserve account.

Subdivision 14.1.2 Teacher Exchange: Upon recommendation of the Superintendent, the School District may permit a tenured teacher to participate in an approved teacher exchange program. For salary purposes, this year of exchange, will be considered as a year taught with the District. The District will continue to pay the teacher's full salary and fringe benefits except as otherwise specified by the program while the cooperating District will pay their teacher's salary and fringe benefits.

## Section 14.2 Leaves of Absence Without Pay:

### Subdivision 14.2.1 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 14.2.2 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 March 1st prior to the commencement of such leave.
  - h. The Board of Education will give notice of approval or disapproval by April 1.
  - i. 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.

Subdivision 14.2.3 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 14.2.4 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 March 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 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.

- 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 also at the discretion of the Board to a teacher whose child needs special parental attention.

Subdivision 14.2.5 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 March 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 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. 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 14.2.6 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 in an official place in each school building of the District and will

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 188 days, or reduced below 188 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 - 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 members of the teachers bargaining unit are eligible for the Wellness Benefits under this section.

Section 16.2.1 PRHCSP Retirement Contribution: The District will deposit \$6,500.00 into the eligible teacher’s Post Retirement Health Care Savings Plan (“PRHCSP”) account at the time of retirement.

16.2.2 Mandated Employee Contributions: Eligible teachers can accrue up to seven hundred (700) hours of accumulative leave (plus the 77 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 (700) accumulative leave hours will have such hours in excess of seven hundred (700) hours purchased by the District at a rate of .30 times the teacher's current daily rate of pay ÷ 7 hours. The District will purchase such days at the end of the school year by depositing these Wellness dollars directly into the teacher’s PRHCSP account administered in accordance with Minn. Statute 352.98.

16.2.3 Employer Matching Contributions: The District will match all Wellness PRHCSP contributions described in 16.2.2, for those teachers on Pay Level 18 and above. These matching contributions will also be deposited into the teacher’s PRHCSP account administered in accordance with Minn. Statute 352.98.

### 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 (700) hours of Retirement Incentive from accrued accumulative leave based upon the following formula:

Accrued accumulative leave x daily rate of pay ÷ 7 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 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 (700) 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 (700) at the time of retirement times the teacher's base daily rate of pay ÷ 7 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 PRHCSP 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 calendar 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 calendar 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) MATCH PLAN**

**403(b) Annuity Matching Program:** All teachers employed after August 15, 2000 no longer qualify and shall not be eligible for retirement incentive under Article XVI of the Master Agreement. Such teachers shall only be eligible to participate in the 403(b) annuity matching program. The District shall make matching contributions to such program, the maximum amount as set forth in Section 17.2 below.

**Section 17.1** Only full and part-time teachers hired after August 15, 2000 will be eligible to participate in this plan. As of August 31, 2009, part time teachers must hold at least a 50% contract to be eligible for the 403(b) match plan. As of August 31, 2009 teachers hired after August 15, 2000 will be eligible for a prorated 403(b) contribution at the percent of employment over 50% but less than 100% of the contract. Part time teachers whose contracts drop below 50% after enrollment will be eligible to continue in the plan until the end of that contractual year. The District matching contribution to such program shall be in the amount as set forth in Section 17.2 below, but will not exceed a lifetime contribution cap of \$45,000 per teacher. Teachers not eligible for the 403(b) match plan may participate in the 403(b) plan by completing a Salary Reduction Agreement.

**Section 17.2 Teacher Match:** Eligible and participating teachers must elect to participate in the 403(b) annuity matching program pursuant to the annuity plan requirements at the beginning of the plan year. A teacher hired before January 1 shall qualify for one year of service for purposes of this plan on July 1. A year of service is defined as a year in which the part-time or full-time teacher worked at least 120 days. The District matching contribution to teachers participating in the 403(b) annuity matching program shall be as follows:

| Current Year of Teaching<br>Service to the District | Full match<br>Matching Contribution |                | Half match<br>Matching Contribution |                |
|---|-------------------------------------|----------------|-------------------------------------|----------------|
|   | <u>2013-14</u>                      | <u>2014-15</u> | <u>2013-14</u>                      | <u>2014-15</u> |
| 1-3   | No match                            | No match       | No match                            | No match       |
| 4-8   | \$500                               | \$1000         | \$250                               | \$500          |
| 9-12  | \$1000                              | \$1500         | \$500                               | \$750          |
| 13-16   | \$1500                              | \$2000         | \$750                               | \$1000         |
| 17+   | \$2000                              | \$2500         | \$1000                              | \$1250         |

The District will make the foregoing matching contribution to only those teachers choosing to participate in an approved teacher’s 403(b) annuity account at the option of 100% or 50% of the total match contribution offered by the District as outlined above. The District’s

matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career District contribution as set out above. The annual limit on the amount individual teachers may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder.

Section 17.3. Approved Plans: The District will make matching contributions only to annuity plans offered by vendors who participate in the District's payroll deduction program.

Section 17.4. Election: Eligible and participating teachers must make application for participation in the 403(b) annuity matching program by September 1 for that school year. Once an eligible teacher elects to participate in the 403(b) annuity matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the teacher who must notify the District and annuity carrier. Movement from one level of contribution to the next will happen automatically as a participating teacher becomes eligible, unless the teacher's overall 403(b) deferment is less than the necessary match amount. If the amount deducted is less than the eligible match amount, the teacher may notify Human Resources to increase the deducted amount on or before August 31.

Section 17.5. Death of a Teacher Participant: If a teacher participant dies before retirement, the teacher's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Section 17.6. Applicable Laws: The 403(b) annuity matching program of Independent School District No. 742 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S. C. § 403(b).

## **ARTICLE XVIII - RESIGNATION/RETIREMENT**

Any tenured teacher who is not eligible for Retirement Incentive and resigns from the District will be paid for unused accumulative leave, up to a maximum of ten (10) days. Payment will be \$100.00 per accumulative leave day and will be made no later than thirty (30) days after the resignation takes effect.

A teacher who gives a minimum of (60) days written notice of intent to resign during the school year will not forfeit any negotiated benefits for which he/she may be eligible.

Teachers, except those on medical leave, who resign after April 1 effective at the end of that school year shall be subject to the actual costs for securing a replacement not to exceed \$100.

## **ARTICLE XIX - HOSPITAL/MEDICAL INSURANCE FOR DISABLED EMPLOYEES**

Section 19.1: An eligible teacher is one who becomes and remains totally and permanently disabled as the result of injury or disease. Total and permanent disability means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or

mental impairment, which can be expected to be a long continued and indefinite duration, with such total and permanent disability being determined in the manner specified in the District's long term disability insurance program.

Section 19.2: As an eligible, medically insured teacher reaches the age to become qualified for hospitalization and medical insurance coverage under the Federal Medicare or similar government supported or sponsored program the hospitalization and medical coverage provided by the District will be supplemental to that provided under the Federal Medicare or other similar governmental supported or sponsored program. The spouse of such disabled teacher and his/her dependents will be covered in the District's group policy, so long as they are ineligible for coverage under the Federal Medicare and/or other governmental supported or sponsored program.

Section 19.3: Each disabled eligible teacher, who reaches the eligible age, but is unqualified for hospitalization medical insurance coverage under the Federal Medicare or other government supported or sponsored program, will be continued under the District's current group policy provided that the District pay only that part of the premium for such person's coverage as equals the premium it would pay if such person was eligible for Federal Medicare or other government supported or sponsored insurance coverage.

Section 19.4: The District will pay the premiums on the current group hospital/medical insurance policy until the death of such disabled teacher or until the total premiums paid by the District equals the product obtained by multiplying the number of days of unused accumulative leave of such disabled teacher at the time of the occurrence of his/her disability by said teacher's daily wage (contract salary only) during the last year of his/her employment by the District, whichever occurs first.

Section 19.5: The District will pay the premiums on the current group hospital/medical insurance policy upon the death of such resignee or disabled teacher for his/her spouse for a period not to exceed one year, but not to exceed the benefit earned by the resignee or disabled teacher. After the spouse has exhausted the previously described benefit, he/she will then have the option of paying his/her premiums for the District's group hospital/medical insurance coverage.

Section 19.6: The spouse and/or minor children of a teacher whose death was due to causes arising out of and in the course of employment will be eligible for the District to pay the premium on the current hospital/medical insurance policy until the total premium paid by the District is equal to the product obtained by multiplying the number of days of unused accumulative leave of the deceased teacher at the time of his/her death by said teacher's daily wage (contract salary only) during the last year of his/her employment with the District.

## **ARTICLE XX - HOURS OF SERVICE**

Section 20.1 Teacher Duty Day: During the 2013-2014 school year, the length of the duty day for all full-time teachers, including a duty free lunch at least equivalent to the time allowed students, shall not exceed seven and one half hours.

Beginning with the 2014-2015 school year, the length of duty day shall be increased by 15 minutes per day. The additional time may be used to increase time for student instruction, teacher collaboration or district directed professional development.

The district shall work with the SCEA to consider the implications of the change in the length of the duty day in 2014-2015 and will agree on any language changes required for implementation prior to June 30, 2014.

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 20.2 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 20.3 Teacher Contracts: Salaried individual teacher's contracts, attached as Exhibit H will be part of this Agreement.

Section 20.4 Duty Free Lunch: Beginning in the 2010-11 school year, every building shall provide a minimum of 30 continuous minutes of duty free lunch.

Section 20.5 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 20.6 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 20.7 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 XXI - THE SCHOOL YEAR**

Section 21.1 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 21.2 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 21.3 Normal Work Year: The normal work year will consist of 181 duty days and seven (7) paid holidays. The holidays for teachers scheduled for the regular school year are: Labor Day, Thanksgiving and the day following, President's Day, spring break two (2) days, and 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. The District may require a newly employed teacher with the district to attend one (1) additional day for orientation.

In addition to this one (1) unpaid day of orientation, teachers in their first year in the District will complete an additional three (3) days of staff development; At least two of these days will be scheduled before the beginning of the school year. The remaining day may be broken up into increments during the school year provided a schedule has been given to new teachers in advance of the start of the year. For each of these three days, the teacher will receive the stipend pay rate pursuant to Section 6.1.3.

## **ARTICLE XXII - 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 XXIII - 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 eight (188). 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 XXIV - SANCTIONS, STRIKES, AND PENALTIES**

Section 24.1 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 24.2 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 XXV - 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 25.1 Teachers New to the District: The District and the SCEA recognize the unique needs of teachers new to the District and will work cooperatively to address these needs.

In order for teachers new to the District to be successful, a process of orientation to the District and its practices and policies is necessary. In addition to the one unpaid day of orientation as outlined in Section 21.3 of this Agreement, and the staff development time required of all teachers, teachers in their first year in the District will complete an additional three (3) days of staff development. These three (3) days will be scheduled before the beginning of the school year. For each day, the teacher will receive \$100.00.

### Subdivision 25.2 Peer Mentoring and Assistance:

The District and the SCEA will work cooperatively to design an effective peer mentoring, assistance, and review program that meets the needs of the District, the SCEA, and the teachers of the District. A Peer Mentoring and Assistance Plan will be developed by a committee of District and SCEA-appointees.

### Section 25.3 Teacher Evaluation:

The District will use the Staff Performance Review and Evaluation Policy as revised as the process for evaluating probationary and tenured teachers. The SPRE evaluation process is not subject to the grievance procedure.

### Section 25.4 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 25.4.1 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 25.4.2 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 25.4.3 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 inservice 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 XXVI - TEACHER DISCIPLINE**

Section 26.1: 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 26.2: Every attempt shall be made to treat any disciplinary matter as privately and professionally as possible.

Section 26.3: 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 26.4 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 26.5: 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 26.6: An oral reprimand shall be clearly identified and documented as such at the time the disciplinary action is administered. A memo indicating that a meeting was held and that an oral reprimand was given shall be considered sufficient documentation for the personnel file.

Section 26.7: A written reprimand shall include a factual statement of the incident/findings relative to the District's investigation, and any directives or consequences of those findings.

Section 26.8: 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 26.9: 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 26.10: 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 XXVII - GRIEVANCE PROCEDURE**

**Section 27.1 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 27.2 Representative:** The Association or District may be represented during any step of the procedure by any designated person or agent.

**Section 27.3 Definitions and Interpretations:**

**Subdivision 27.3.1 Extensions:** Time limits specified in this agreement may be extended by mutual agreement.

**Subdivision 27.3.2 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 27.3.3 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 27.3.4 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 27.4 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 27.5 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 27.5.1 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 27.5.2 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 27.5.3 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 27.5.4 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 27.6 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 27.7 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 27.8 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 27.8.1 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 27.8.2 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 27.8.3 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 27.8.5 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 27.8.6 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 27.8.7 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 27.8.8 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 27.8.9 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 XXVIII – DURATION**

Section 28.1 Terms and Reopening Negotiations: This Agreement will remain in full force and effect for a period commencing on July 1, 2013, through June 30, 2015, 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, 2015, it will give written notice of such intent no later than May 1, 2015. Unless otherwise mutually agreed, the parties will not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 28.2 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 28.3 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 28.4 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.

# EXHIBITS



# 2013-2014 Regular Salary Schedule

| Pay     | BA     | BA+10  | BA+20  | BA+30  | BA+40  | MA     | MA+10  | MA+20  | MA+30  | MA+40<br>(Spec or Phd) |
|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------------------|
| Sem Hrs | BA     | BA+10  | BA+20  | BA+30  | BA+40  | MA     | MA+10  | MA+20  | MA+30  | MA+40<br>(Spec or Phd) |
| Qtr Hrs | BA     | BA+15  | BA+30  | BA+45  | BA+60  | MA     | MA+15  | MA+30  | MA+45  | MA+60                  |
| Level   | A      | B      | C      | D      | E*     | E      | F      | G      | H      | I                      |
| 1       |        |        |        |        |        |        |        |        |        |                        |
| 2       | 34,068 | 35,536 | 37,229 | 38,817 | 40,394 | 40,394 | 41,975 | 43,553 | 45,136 | 46,715                 |
| 3       | 35,297 | 37,014 | 38,734 | 40,454 | 42,166 | 42,166 | 43,886 | 45,057 | 47,319 | 49,036                 |
| 4       | 36,536 | 38,385 | 40,236 | 42,092 | 43,944 | 43,944 | 45,797 | 47,651 | 49,503 | 51,355                 |
| 5       | 37,762 | 39,750 | 41,739 | 43,730 | 45,721 | 45,721 | 47,708 | 49,698 | 51,686 | 53,675                 |
| 6       | 38,990 | 41,117 | 43,244 | 45,369 | 48,408 | 48,408 | 49,621 | 51,743 | 53,869 | 55,995                 |
| 7       | 40,840 | 42,483 | 44,743 | 47,008 | 49,271 | 49,271 | 51,529 | 53,791 | 56,053 | 58,312                 |
| 8       | 41,454 | 43,854 | 46,251 | 48,646 | 51,044 | 51,044 | 53,440 | 55,839 | 58,238 | 60,633                 |
| 9       | 41,454 | 43,854 | 46,251 | 48,646 | 51,044 | 51,576 | 53,970 | 56,370 | 58,768 | 61,165                 |
| 10      | 41,454 | 43,854 | 46,251 | 48,646 | 51,044 | 51,576 | 53,970 | 56,370 | 58,768 | 61,165                 |
| 11      | 41,454 | 43,854 | 46,251 | 48,646 | 51,044 | 52,823 | 55,358 | 57,882 | 60,420 | 62,959                 |
| 12      | 41,454 | 43,854 | 47,756 | 50,284 | 52,823 | 53,353 | 55,888 | 58,414 | 60,951 | 63,490                 |
| 13      | 41,454 | 43,854 | 47,756 | 50,284 | 52,823 | 53,353 | 55,888 | 58,414 | 60,951 | 63,490                 |
| 14      | 41,454 | 43,854 | 47,756 | 50,284 | 52,823 | 54,597 | 57,270 | 59,929 | 62,604 | 65,280                 |
| 15      | 41,454 | 43,854 | 47,756 | 50,284 | 52,823 | 55,127 | 57,801 | 60,462 | 63,134 | 65,811                 |
| 16      | 41,454 | 43,854 | 47,756 | 51,924 | 54,597 | 55,127 | 57,801 | 60,462 | 63,134 | 65,811                 |
| 17      | 41,454 | 43,854 | 47,756 | 51,924 | 54,597 | 56,903 | 59,713 | 62,508 | 65,320 | 69,436                 |
| 18      | 41,454 | 43,854 | 47,756 | 51,924 | 54,597 | 56,903 | 59,713 | 62,508 | 65,320 | 69,436                 |
| 19      | 41,454 | 43,854 | 47,756 | 51,924 | 54,597 | 56,903 | 59,713 | 62,508 | 65,320 | 69,436                 |
| 20      | 41,454 | 43,854 | 47,756 | 51,924 | 56,903 | 56,903 | 59,713 | 62,508 | 65,320 | 69,436                 |
| 20+     | 41,454 | 43,854 | 47,756 | 51,924 | 56,903 | 56,903 | 59,713 | 62,508 | 65,320 | 69,436                 |

# 2014-2015 Regular Salary Schedule

| Pay     | BA     | BA+10  | BA+20  | BA+30  | BA+40  | MA     | MA+10  | MA+20  | MA+30  | MA+40<br>(Spec or Phd) |
|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------------------|
| Sem Hrs | BA     | BA+10  | BA+20  | BA+30  | BA+40  | MA     | MA+10  | MA+20  | MA+30  | MA+40<br>(Spec or Phd) |
| Qtr Hrs | BA     | BA+15  | BA+30  | BA+45  | BA+60  | MA     | MA+15  | MA+30  | MA+45  | MA+60                  |
| Level   | A      | B      | C      | D      | E*     | E      | F      | G      | H      | I                      |
| 1       |        |        |        |        |        |        |        |        |        |                        |
| 2       |        |        |        |        |        |        |        |        |        |                        |
| 3       | 36,533 | 38,310 | 40,089 | 41,869 | 43,642 | 43,642 | 45,422 | 46,634 | 48,975 | 50,752                 |
| 4       | 37,814 | 39,729 | 41,645 | 43,565 | 45,482 | 45,482 | 47,400 | 49,319 | 51,236 | 53,153                 |
| 5       | 39,084 | 41,141 | 43,200 | 45,261 | 47,321 | 47,321 | 49,378 | 51,437 | 53,495 | 55,554                 |
| 6       | 40,355 | 42,556 | 44,758 | 46,957 | 50,103 | 50,103 | 51,358 | 53,554 | 55,755 | 57,955                 |
| 7       | 42,270 | 43,970 | 46,309 | 48,654 | 50,995 | 50,995 | 53,333 | 55,673 | 58,015 | 60,353                 |
| 8       | 42,905 | 45,389 | 47,870 | 50,348 | 52,831 | 52,831 | 55,311 | 57,793 | 60,276 | 62,755                 |
| 9       | 42,905 | 45,389 | 47,870 | 50,348 | 52,831 | 53,381 | 55,859 | 58,343 | 60,825 | 63,305                 |
| 10      | 42,905 | 45,389 | 47,870 | 50,348 | 52,831 | 53,381 | 55,859 | 58,343 | 60,825 | 63,305                 |
| 11      | 42,905 | 45,389 | 47,870 | 50,348 | 52,831 | 54,672 | 57,296 | 59,908 | 62,535 | 65,163                 |
| 12      | 42,905 | 45,389 | 49,427 | 52,044 | 54,672 | 55,221 | 57,844 | 60,459 | 63,085 | 65,712                 |
| 13      | 42,905 | 45,389 | 49,427 | 52,044 | 54,672 | 55,221 | 57,844 | 60,459 | 63,085 | 65,712                 |
| 14      | 42,905 | 45,389 | 49,427 | 52,044 | 54,672 | 56,507 | 59,274 | 62,027 | 64,795 | 67,565                 |
| 15      | 42,905 | 45,389 | 49,427 | 52,044 | 54,672 | 57,056 | 59,824 | 62,578 | 65,344 | 68,114                 |
| 16      | 42,905 | 45,389 | 49,427 | 53,741 | 56,507 | 57,056 | 59,824 | 62,578 | 65,344 | 68,114                 |
| 17      | 42,905 | 45,389 | 49,427 | 53,741 | 56,507 | 58,895 | 61,803 | 64,696 | 67,606 | 71,867                 |
| 18      | 42,905 | 45,389 | 49,427 | 53,741 | 56,507 | 58,895 | 61,803 | 64,696 | 67,606 | 71,867                 |
| 19      | 42,905 | 45,389 | 49,427 | 53,741 | 56,507 | 58,895 | 61,803 | 64,696 | 67,606 | 71,867                 |
| 20      | 42,905 | 45,389 | 49,427 | 53,741 | 58,895 | 58,895 | 61,803 | 64,696 | 67,606 | 71,867                 |
| 20+     | 42,905 | 45,389 | 49,427 | 53,741 | 58,895 | 58,895 | 61,803 | 64,696 | 67,606 | 71,867                 |

**EXTRA SALARY SCHEDULE PLACEMENT AND ADVANCEMENT GUIDE**

- A. Teachers newly employed in an extra pay category will be compensated according to the extra pay salary schedule for the number of years of experience in the appropriate activity.
- B. Step placement and advancement on the extra pay schedule will be made according to the following stipulations:
  - 1. Personnel will be allowed one step for every year of appropriate experience.
  - 2. Personnel without appropriate experience will be placed on Step 1 of the extra salary schedule.
- C. New extra pay categories will be determined as follows:
  - 1. The District will provide a job description of approved tasks.
  - 2. The employee will document and be paid for this assignment through timecards based on the summer school and curriculum development hourly rate for those hours approved beyond the regular salaried assignment.
  - 3. The Association will submit a written request to the Human Resources Office for placement on the extra pay schedule.
  - 4. District administration and activities directors will work with the Association to determine placement on the extra pay schedule.
  - 5. A yearly survey of all extra pay activities will be conducted to review placement on the salary schedule.

EXTRA PAY CATEGORIES

|   |                                       |   |  |
|---|---------------------------------------|---|--|
| A | Head Coach Football (SH)              | E | Ticket Manager-Fall & Winter           |
| A | Head Coach Basketball (SH)            | E | Cheerleading (SH)(Season)              |
| A | Head Coach Hockey (SH)                | E | Program Improvement Facilitator        |
| A | Athletic Trainer (SH)                 | E | National Forensic League (SH)          |
| A | Musical Director (SH)                 | F | Concessions (SH) -Fall & Winter        |
| A | Head Coach Wrestling (SH)             | F | Elementary Athletic Director           |
| A | Head Coach Gymnastics (SH)            | F | SPRAD Facilitator                      |
| A | Head Coach Track (SH)                 | G | Academic Achievement Bldg. Coord.      |
| A | Head Coach Danceline (SH)             | G | SPRAD Unit Facilitator                 |
| A | Junior High Activities Director       | G | Creative Magazine                      |
| A | Yearbook                              | G | Care Committee                         |
| A | Newspaper                             | G | Amnesty International                  |
| A | Head Coach Swimming (SH)              | H | Asst. Coach Cheerleading (SH) (Season) |
| B | Equipment Manager (SH)                | H | Asst. To Elem. Prin.(13 teachers)      |
| B | Weight Training Coach (Season)        | H | Team Leader                            |
| B | Head Coach Baseball (SH)              | H | Equipment Manager (JH)                 |
| B | Head Coach Softball (SH)              | H | Athletic Trainer (JH)                  |
| B | Head Coach Volleyball (SH)            | H | Weight Trainer (JH)                    |
| B | Head Coach Soccer (SH)                | H | Speech Festival Asst. (JH)             |
| B | Major Play Director (SH)              | H | Student Council (JH)                   |
| B | Declamation (SH)                      | H | Asst. To Elem. Principal               |
| B | Speech                                | H | Elem. Grade level Chair                |
| B | Adaptive Floor Hockey                 | H | Intramural (SH)                        |
| C | Head Coach Golf (SH)                  | H | Academic Advisor (SH)                  |
| C | Head Coach Tennis (SH)                | H | Target                                 |
| C | Head Coach Cross-Country (SH)         | H | Creative Magazine Assistant (SH)       |
| C | Athletic Coordinator                  | H | Assistive Technology                   |
| C | Head Coach Skiing (SH)                | I | DECA (SH)                              |
| C | Synchronized Swimming Advisor         | I | VICA (SH)                              |
| C | Pep Band                              | I | BPA (SH)                               |
| C | National Honor Society                | I | Wk. Exp. Club (SH)                     |
| C | Technology Advisory Nat Honor Society | I | FFA (SH)                               |
| C | Technology Honor Society              | I | Plymouth T-Shoot                       |
| C | Knowledge Bowl (SH)                   | I | Soccer (Elem)                          |
| C | Debate Coach                          | I | Football (Elem)                        |
| C | Adaptive Floor Soccer                 | I | Volleyball (Elem)                      |
| D | Student Council (SH)                  | I | Basketball (Elem)                      |
| D | Section Manager                       | I | Softball (Elem)                        |
| D | Mock Trial                            | I | Track and Field (Elem)                 |
| D | Math League (SH)                      | I | Dramatics (Elem)                       |

**Master Contract – 2013-2015**

- J FHA (SH)
- J BPA Asst.
- J VICA Asst.
- J Safety Patrol Coordinator
- J WECC
- J DECA Asst.
- J Pep Club
- J Foreign Language Clubs (SH)
- J Meteorology Club (SH)
- J Elementary Orchestra
- J Chess
- J Special Clubs
- J Elementary Band
- J K-12 Committee (except all Dept.  
Chairs & Elem. Gr. level chairs)
- J Mini-units (elem)
- J SADD
- J Future Problem Solving

## 2013-2015 Extra Pay Schedules

### Regular Extra Pay Schedule

|   | <b>A</b> | <b>B</b> | <b>C</b> | <b>D</b> | <b>E</b> | <b>F</b> | <b>G</b> | <b>H</b> | <b>I</b> | <b>J</b> |
|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 4007     | 3657     | 3064     | 2682     | 2299     | 1915     | 1534     | 1149     | 767      | 347      |
| 2 | 4327     | 3949     | 3311     | 2898     | 2482     | 2069     | 1655     | 1241     | 826      | 376      |
| 3 | 4672     | 4266     | 3575     | 3128     | 2682     | 2235     | 1787     | 1340     | 894      | 406      |
| 4 | 5046     | 4607     | 3862     | 3378     | 2896     | 2414     | 1930     | 1448     | 965      | 439      |
| 5 | 5451     | 4976     | 4169     | 3650     | 3127     | 2606     | 2086     | 1565     | 1041     | 473      |
| 6 | 5887     | 5374     | 4503     | 3940     | 3377     | 2815     | 2251     | 1690     | 1127     | 512      |

### 100/75/75 Schedule (Coaches)

|   | <b>Sr.H Head<br/>A*</b> | <b>Assist<br/>A*</b> | <b>Jr High<br/>A*</b> | <b>Sr.H Head<br/>B*</b> | <b>Assist<br/>B*</b> | <b>Jr High<br/>B*</b> | <b>Sr.H Head<br/>C*</b> | <b>Assist<br/>C*</b> | <b>Jr High<br/>C*</b> |
|---|-------------------------|----------------------|-----------------------|-------------------------|----------------------|-----------------------|-------------------------|----------------------|-----------------------|
| 1 | 4007                    | 3005                 | 2254                  | 3657                    | 2742                 | 2057                  | 3064                    | 2298                 | 1724                  |
| 2 | 4327                    | 3245                 | 2433                  | 3949                    | 2962                 | 2221                  | 3311                    | 2483                 | 1862                  |
| 3 | 4672                    | 3504                 | 2628                  | 4266                    | 3199                 | 2399                  | 3575                    | 2681                 | 2011                  |
| 4 | 5046                    | 3785                 | 2838                  | 4607                    | 3455                 | 2592                  | 3862                    | 2896                 | 2172                  |
| 5 | 5451                    | 4088                 | 3066                  | 4976                    | 3732                 | 2800                  | 4169                    | 3127                 | 2345                  |
| 6 | 5887                    | 4414                 | 3312                  | 5374                    | 4031                 | 3023                  | 4503                    | 3377                 | 2532                  |

\*Lanes A: Basketball, Football, Hockey, Gymnastics, Wrestling, Danceline, Track, Yearbook, Newspaper, also Musical Director, Swimming

\*Lanes B: Adaptive Floor Hockey, Softball, Baseball, Volleyball, Soccer, Speech, also Declamation & Major Play Dire

\*Lanes C: Cross-Country, Golf, Skiing, Tennis, Debate, One Act Play, also Knowledge Bowl, Adaptive Flr Soccer

ST. CLOUD AREA SCHOOL DISTRICT 742
\*TEACHER CONTRACT

This agreement, made and entered into, in duplicate this day of between St. Cloud Area School District 742, in the counties of Stearns, Benton, and Sherburne, State of Minnesota, and a legally qualified teacher.

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 the combined annual salary of computed as follows:

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

It is further agreed that:

- 1. This contract is subject to the provisions of M.S. 125.12 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.
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. 179.61-179.77 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

By:

President: Clerk:

teacher

M.S. 125.12, Subd. 2. A teacher shall have 10 days after receipt to consider, demand corrections, execute, and return such contract.

\* 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".

# 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> |
|----------------|-------------------|------------------------|



# PROFESSIONAL ADVANCEMENT RECORD

St. Cloud Area Schools, District 742

St. Cloud, Minnesota

Name: \_\_\_\_\_

Building: \_\_\_\_\_

Additional Course Work  
(Prior Administrative Approval Required)

| Course # and Title | Quarter hours | College | Date course Taken | Administrator Signature | Date |
|--------------------|---------------|---------|-------------------|-------------------------|------|
|                    |               |         |                   |                         |      |
|                    |               |         |                   |                         |      |
|                    |               |         |                   |                         |      |
|                    |               |         |                   |                         |      |
|                    |               |         |                   |                         |      |
|                    |               |         |                   |                         |      |
|                    |               |         |                   |                         |      |
|                    |               |         |                   |                         |      |
|                    |               |         |                   |                         |      |
|                    |               |         |                   |                         |      |

Upon completion of the above courses I will be eligible to advance from Lane \_\_\_\_\_ to Lane \_\_\_\_\_ effective \_\_\_\_\_ (date of last class).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

revised 5/99

# **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 and will provide a long call substitute in his/her position.
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 the long call substitute.
5. The SCEA President's schedule will be determined by the SCEA.
6. This memorandum will run concurrently with the 2013-2015 Teacher Master Agreement.

For the Association:

For the District:

\_\_\_\_\_  
Date: September 23, 2013

\_\_\_\_\_  
Date: September 23, 2013

**Memorandum of Understanding**

### Performance Music Pay

District 742 and the Saint Cloud Education Association agree to pay stipends to teachers holding the following performance music positions for the 2011-2012 and 2012 and 2013 school years as described below.

The director of each grades 9-12 band, grades 9-12 orchestra, or grades 9-12 choir will receive \$2,000 each school year.

The director of each grades 7-8 band, grades 7-8 orchestra, or grades 7-8 choir will receive \$1,000 each school year.

The director of each 6<sup>th</sup> grade band or 5<sup>th</sup>, 6<sup>th</sup> or 5<sup>th</sup>/6<sup>th</sup> grade orchestra will receive \$300 each school year.

This stipend will be paid with the Extra Curricular payments each school year.

The list of stipend recipients should be mutually agreed upon by the SCEA and the District prior to pay out to assure the intent of the negotiated agreement is being met.

For the Association:

For the District:

\_\_\_\_\_  
Date: September 23, 2013

\_\_\_\_\_  
Date: September 23, 2013

**MEMORANDUM OF AGREEMENT**

**District 742 403(b) Plan**

The vendors that have been agreed to by the Saint Cloud Education Association and District 742 for 403(b) contributions are: EFS/ESI; Horace Mann; AXA Equitable; and 403(b) ASP. Participants may make either tax-deferred or Roth 403(b) contributions to their accounts. The specific products available for payroll deduction opportunities beginning September 1, 2010 are as follows:

EFS/ESI

1. Great American – Total Group Annuity
2. Security Benefit Group – NEA Vb Variable Annuity
3. TD Ameritrade- 403(b)(7) Mutual Fund Account

AXA/EQUITABLE

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

HORACE MANN

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

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.

For the Association:

For the District:

\_\_\_\_\_

\_\_\_\_\_

Date: September 23, 2013

Date: September 23, 2013

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

For the Association:

For the District:

\_\_\_\_\_

\_\_\_\_\_

Date: September 23, 2013

Date: September 23, 2013

**MEMORANDUM OF AGREEMENT**

*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 the School District; and

WHEREAS, the terms and conditions of employment for teachers of the School District are governed by the 2013-2015 Collective Bargaining Agreement (“CBA”); and

WHEREAS, the district is interested in developing programs that will provide extended instructional time for students, and more targeted and intensive instructional work for teachers through regular data analysis and review to increase student achievement and close the achievement gap;

WHEREAS, the SCEA is interested in creating alternative opportunities for teachers to earn lane change credit by providing additional service time to the district rather than earning graduate course credits.

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

**A. Extended Day Programs:**

The district may create extended day programs at sites to be determined by the district. The district will determine the numbers of students and teachers participating in the programs. Programs will extend the instructional day for students by one hour or two hours for the school year and thus extend the teacher duty day for one hour or two hours depending on the program.

**B. Temporary Lane Change:**

Teachers who apply for and are selected by the district to participate in an extended day program will be paid for one temporary 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. Teachers participating in a one hour extended day program will be paid for one lane change and teachers participating in a two hour extended day program will be paid for two lane changes during the time the teacher serves in the program. Teachers who serve in the program for less than three years will return to their original lane placement when they are no longer teaching in extended day programs.

**C. Stipend Pay for MA + 40 Semester Credit Teachers or for Teachers who have Earned a Permanent Lane Change Under this Program:**

Teachers who apply for and are selected by the district to participate in an extended day program who are not eligible for additional lane change credit because they are currently placed in the MA + 40 semester credit lane, or teachers who have earned a permanent lane change pursuant to Paragraph D, will earn a stipend as consideration for the additional time served by the teacher. Teachers participating in a one hour extended day program will earn a \$2500 stipend and teachers participating in a two hour extended day program will earn a \$5000 stipend during the time the teacher serves in the program.

MA + 40 Teachers who serve in the program for less than three years will return to their regularly scheduled pay when they are no longer teaching in extended day programs.

**D. 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 extended day programs, teachers who serve in these programs for three or more consecutive years will earn one permanent lane change credit. Teachers receiving a stipend for service under Paragraph C above, rather than lane change credit, will earn a permanent salary increase of \$2500 after serving for three or more consecutive years in an extended day program. Once a permanent change in pay is earned under this paragraph it will be included in a teacher's daily rate of pay.

**E. Program Review:**

Representatives from the District and the SCEA will meet at the end of year three of this program to review its effectiveness in improving student achievement and to review teacher participation and satisfaction.

**F. Reservation of Right to Terminate Program:**

The district is under no obligation to offer these programs and reserves the right to review the effectiveness of these programs and to discontinue lane change credit for extended day programs under this agreement at any or all sites.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Agreement on this 23rd day of September, 2013.

SCEA:

School District 742:

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

\_\_\_\_\_  
Bruce Mohs, Board Chair

\_\_\_\_\_  
Peter Hamerlinck, Clerk

**MEMORANDUM OF UNDERSTANDING**



*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 the School District; and

WHEREAS, the parties have completed bargaining of the 2013-2015 Collective Bargaining Agreement (“CBA”) that includes 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 have reached agreements related to collaborative initiatives between the district and the SCEA and one-time payments that are best addressed through this Memorandum of Agreement.

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

**A. Extra Curricular Review:**

The District in cooperation with the SCEA shall conduct an extensive study and review of the extra-curricular offerings and related pay schedules. This study will include a review of current and proposed extra-curricular activities, a review of the Extra Salary Schedule Placement and Advancement Guide (Exhibit C), a review and update of the Extra Pay Categories (Exhibit D), and proposed revisions and updates to the Extra Pay Schedules (page 62 of the 2011-2013 contract). When reviewing extra-curricular rates of pay, consideration will be given to length of season or duration of the activity, numbers of students routinely involved, number of staff to be coordinated or supervised, practice schedules, necessary travel, and other factors deemed relevant to establishing equitable pay. This Study shall commence no later than January 15<sup>th</sup> of 2014 with findings and recommendations forwarded no later than May 1<sup>st</sup> of 2014.

**B. Class Size, Parent Contact/Communication and Teacher Collaboration Time:**

The District and the SCEA agree that maintaining reasonable class size, effective parent communication and contact time, and providing teacher collaboration time are mutual interests. The District will include class size, parent communication and contact time, and teacher collaboration time as major considerations of the strategic planning initiative. A directed focus will be applied to class size at elementary schools that receive a minimum of funding from Compensatory Education and/or Title 1 sources. The District and the SCEA will support and monitor pilot endeavors at various sites designed to increase teacher collaboration time and will work jointly to refine formats, schedules and workdays that enhance teacher collaboration time, as well as parent communication and parent contact time in formats that could be replicated throughout the district.

**C. Teacher Evaluation:**

Minnesota has enacted new legislation regarding teacher development and evaluation.

The new parameters must be in place in every district by the start of the 2014-2015 school year. It is the intent of District 742 to work collaboratively with district administration, principals, and teachers to research, select, create, and implement a teacher development and evaluation system that meets the requirements of the law as well as moves the District toward its mission of increasing student achievement. A committee of up to 12 members selected by the Superintendent and the SCEA will complete this collaborative process. The work will be presented to the Board for approval by the second Board meeting in March of 2014 for implementation in school year 2014-2015.

**D. Lane Change Credit:**

The District and the SCEA agree to explore new options for teachers to earn lane change credit for such things as leadership activities, extended service, unique responsibilities, and specified professional growth experiences. This will be in addition to the current college credit method of earning lane change credit.

The District and the SCEA will cooperatively develop this new format for piloting during the 2014-2015 school year. It is our intent to include things such as holding identified Teaching and Learning Positions, fulfilling roles in the new Teacher Development and Evaluation System, and participating in District identified and approved Professional Development Opportunities in this pilot program.

The specifics of how the lane change credit will be earned and how these opportunities will be made available to teachers will be detailed and defined in a Memorandum of Agreement to be and shared with the staff by April 15, 2014 for implementation during the 2014-2015 school year.

Future options, positions, and experiences could be reviewed and evaluated by a monitoring committee using criteria which takes into consideration the type of activity, the service or experience being considered, the responsibility factors involved, the time commitment necessary, and the number of students or staff benefitting from the proposed option. Teaching staff would be invited to submit proposals for consideration.

**E. Special Education Due Process Accommodations:**

District 742 and the Saint Cloud Education Association (SCEA) agree that the District must maintain compliance standards of both the Individuals with Disabilities Education Act (IDEA) and Minnesota Special Education Statutes and Rules. The District and SCEA also acknowledge the significant due process workload demands of special education teachers.

To maintain compliance with legal requirements and to support due process workloads for special education teachers, special education licensed staff will be provided with a substitute for up to one half-day per month to complete special education due process paperwork or conduct special education evaluations. This time may be taken in a half-day per month increment or in a whole day increment every other month. At no time will the teacher be allowed to take more than 1 day in any given calendar month.

Teachers must notify their special education supervisor of their intent to use this time. The special education supervisor will work with the teacher to schedule the day within five school days whenever possible. Once scheduled, the teacher will enter it into Aesop under "school business." The district may designate a specific substitute teacher to provide coverage for these days. Teachers must remain on-site during this time, unless other arrangements have been made with the special education supervisor.

In addition, for special education licensed staff, time ordinarily scheduled for conferencing or parent contact time may be used for the purpose of attending optional hands-on due process training and compliance sessions offered by the District.

These due process accommodations will be piloted for the term of the 2013-2015 contract period and will not be binding on the district upon expiration of the contract.

**F. Building Access:**

During the 2013-2014 school year the district agrees to conduct a one-year trial period that provides teachers with weekend access to buildings. At the end of the year the district will evaluate the number of engineer call-backs, false alarms, security breaches and doors and windows left unsecured as a consequence of the weekend access to determine whether to continue such access in the future. The decision about access in the future shall be solely in the discretion of the district after consultation with the SCEA.

**G. One Time Pay:**

**2013-2014:** All members of the teachers bargaining unit that were participating in the \$1500 deductible family health insurance plan during the 2012-2013 plan year, and who continue to maintain family coverage effective October 1, 2013, will receive a one time payment of \$700 to be divided evenly over 22 pay periods from October 15 through August 31, 2013, to ameliorate the increase in insurance premiums paid by members of this employee group. Teachers eligible for Employee Married to Employee premium contributions effective October 1, 2013, will not be eligible for payment under this provision.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Agreement on this 23rd day of September, 2013.

SCEA:

School District 742:

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

\_\_\_\_\_  
Bruce Mohs, Board Chair

\_\_\_\_\_  
Peter Hamerlinck, Clerk

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

For the  
Saint Cloud Education Association

For the  
St. Cloud Area School District 742

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

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



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

\_\_\_\_\_  
Executive Director of Human Resources

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

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

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

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

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

\_\_\_\_\_  
Board Negotiator

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

Dated this 23rd day of September, 2013