

# **Master Contract Agreement**

**between**

**Saint Cloud Area School District 742**

**and the**

**Saint Cloud Education Association**

***The Teachers of District 742***

**2023-2025**

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

**2023-2025**

**ARTICLE I - PURPOSE**

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

**ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

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

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

**ARTICLE III - DEFINITIONS**

**Section 3.1 Terms and Conditions of Employment.** Shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than School District employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, staffing ratios, and the School District's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of PELRA. In the case of school employees, the "terms and conditions of employment" includes adult-to-student ratios in classrooms, student testing and student-to-personnel ratios.

**Section 3.2 Teacher.** "Teacher" means any public employee, other than a superintendent, assistant superintendent, principal, assistant principal, or a supervisory or confidential employee, employed by a school district:

- (1) in a position for which the person must be licensed by the Professional Licensing and Standards Board or the Commissioner of Education;
- (2) in a position as physical therapist, occupational therapist, music therapist, or audiologist;  
or
- (3) in a position creating and delivering instruction to children in a preschool, school readiness, school readiness plus, or prekindergarten program or other school district or charter school-based early education program.



- (4) does not include a Tier 1 teacher pursuant to M.S. 122A.181, or teachers substituting for a single employee for 30 working days or less, or 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 41.25 hours).

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

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

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

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

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

**Section 4.1 Inherent Managerial Rights.** The Exclusive Representative recognizes that the School 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, the selection and direction 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 Education; 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 March 8, 2017. This Board Policy and Administrative Guidelines will allow the District (under the conditions specified in the Policy and/or Guidelines) to require an employee to submit to drug and/or alcohol testing. If there is a change to the Policy/Guidelines that affects terms and conditions of employment, then the implementation of the Policy/Guidelines will be subject to negotiations.

## **ARTICLE V - TEACHER RIGHTS**

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

**Section 5.2 Right to Join.** Teachers will have the right to form and join labor or employee organizations, and will have the right not to form and join such organizations. Teachers in an appropriate unit will have the right by secret ballot to designate an exclusive representative for the

purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

**Section 5.3 Request for Dues Check Off.** Teachers will have the right to request and be allowed dues check off only for the Association. In the absence of an exclusive representative, teachers will have the right to request and be allowed dues check off for the organization of their choice. Upon receipt of a properly executed authorization from the teacher involved, the District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period of employment in the appropriate bargaining unit, or until cancelled by the teacher. Cancellation must be made in writing to the Association with the member's signature, and forwarded to the payroll office, only between September 1 and September 30 of any given school year.

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

**Subd. 5.4.1 Access to Membership Lists.** Before the start of each school year, and then throughout the school year, the District shall provide in electronic form to the Association, the name, addresses, telephone number, email address, FTE, step and lane placement, license tier status, worksite, location and assignment of all new bargaining unit hires. By October 1 of each school year, the District shall provide in electronic form the same information for all bargaining unit members employed for the school year to the extent that information is readily available in the employee management system.

**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.

**Subd. 5.5.1 Location.** All personnel files are maintained in electronic form by the Human Resources Department at the District office.

**Subd. 5.5.2 Availability.** Pursuant to Minn. Stat. § 122A.40, Subdivision 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 for electronic review in the Human Resources office upon written notice. The teacher or the teacher's authorized representative will have the right to request a PDF version of the electronic personnel record, or a physical copy of any of the contents of the files. A teacher may 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, Subdivision 19.

**Subd. 5.5.3 Complaint Procedure.** The District has an obligation to investigate any

expression of concern about or complaints against a teacher. No information will be placed in the teacher's personnel file during the District's investigation of the complaint. If a letter of direction or a notice of disciplinary action addressing a performance concern or complaint is issued, it will be placed in a teacher's personnel file.

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

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

**Section 5.8 Transfer and Reassignment.** Transfer and reassignment will be done only after consultation with the affected staff member, at which time an explanation of how the move is in the best interest of the District will be shared. When a transfer is made during the school year, the district will make every effort to provide at least five (5) days notice in advance of the transfer. Notwithstanding this provision, the District maintains its managerial authority with respect to transfer and reassignment and the decision to transfer or reassign is not subject to the grievance procedure. However, upon notice from the Association of the District's failure to follow the procedure set forth above, the District shall have five days to hold a remedial meeting with the staff member and a representative from the Association to provide the explanation, the required notice and to consider any information from the staff member regarding concerns about the transfer or reassignment. If the district fails to follow this remedial procedure within five (5) days of receiving notice from the Association, the Association may file a grievance beginning at Step 2.

**Section 5.9 Extension of Probationary Period.**

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

on extended probation until such time as the teacher obtains a license for the position or is reassigned to a position for which they are properly licensed.

**Section 5.10 Teacher with Expired Teaching License.** Teachers have the duty and responsibility of maintaining a current and valid teaching license appropriate to the teaching assignment as required by Minnesota law. If it is discovered that a teacher’s license has expired, the teacher shall be placed on an unpaid leave of absence until such time as the teaching license is renewed. The teacher will be advised that the teacher’s failure to have their license reinstated within thirty (30) calendar days will constitute gross insubordination, inefficiency and willful neglect of duty which are grounds for immediate discharge from employment without a right to a hearing and without access to the grievance procedures of this contract.

**Section 5.11 Postings of Vacancies or New Positions.** All vacancies and new positions within the bargaining unit, including Teachers on Special Assignment, that are anticipated to be at least 60 consecutive days in duration, will be posted for at least five (5) working days during the school year and ten (10) working days during the summer recess. For purposes of this Article, the term “vacancy” shall mean a position where no employee is holding a claim to the position (i.e., leave of absence). The School District reserves the right to post positions by building or as generic postings at sites to be determined. An email to all licensed staff regarding vacant positions will satisfy the posting requirement. The District shall have the discretion to hire an available teacher in a hard-to-hire area without posting upon notice to the Association.

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

### **Section 6.1 Basic Compensation.**

**Subd. 6.1.1 2023-2025 Rates of Pay.** The salaries reflected in Exhibit A will be for salaried teachers not otherwise covered in this agreement.

#### **Subd 6.1.2 Hourly Teacher Compensation.**

- A. Effective March 1, 2024, the hourly rate of pay for teachers performing additional duties outside regular the duty day will be \$40.00.
- B. If a qualified substitute teacher cannot be found on a given date, the District and the SCEA agree to pilot guidelines for coverage and compensation for the 2023-2025 contract period (See Exhibit M). These guidelines will not be binding in any future contract period.
- C. A teacher who is asked to sub during the teacher’s lunch or prep period will be compensated at the hourly rate.

**Subd. 6.1.3 Summer Rates of Pay.** Hourly pay will be given for all summer work except as specifically provided in the Memorandum of Understanding regarding pro-rata summer pay attached hereto. District 742 active and retired teachers will be paid the contractual hourly teacher rate for teaching or subbing in any summer school program.

**Subd. 6.1.4 Stipend Rates of Pay.** Effective March 1, 2024, the stipend rate of pay shall



be \$160 per day and \$80 per half day. The District and the SCEA agree that summer professional development days will be paid at the stipend rates. Other use of stipend pay during the school year will be identified and agreed to in advance by the District and the SCEA.

**Subd. 6.1.5 Placement of New Teachers on Salary Schedule.**

1. 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) 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.
2. Lane Placement for New Teachers: A new teacher will be placed on a salary schedule lane according to the number of relevant graduate and undergraduate credits he/she has earned subsequent to receiving a Baccalaureate Degree. The determination of relevant credits at the time of initial placement shall be in the sole discretion of the District. A teacher whose course work to receive an initial teaching license results in a Master's Degree will be placed on the MA Lane.
3. 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.
4. Licensed School Nursing Positions: The District shall place Licensed School Nurses on the Masters Lane of the Salary Schedule without regard to their educational preparation at the step that reflects their work experience. Advancement beyond the Masters Lane shall require a Masters degree and additional credits pursuant to the lane advancement language of the contract.
5. Earned Doctorate Compensation: Teachers who have earned a Doctorate (EdD, EdS, PsyD, PsyS or PhD) in the area of their regular contract assignment shall be entitled to a one-time payment equal to 1/24 of the annual salary for their salary schedule placement at the time of hire. Payment shall be issued as soon as the following information has been submitted to the Human Resources Office:
  - a. An official transcript of credits from an accredited college/university
  - b. Written evidence of proper administrative approval of the program.
  - c. Written application for payment

**Section 6.2 Status of Salary Schedules.**

**Subd. 6.2.1 Salary Schedule Increments.** Increments will be earned in the following manner:

1. Full and part-time teachers, who work at least 90 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.

**Subd. 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.

**Subd. 6.2.3 Longevity Pay.**

Effective July 1, 2023

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

<u>Current Year of Teaching Service</u>	<u>Longevity Pay</u>	
	Year 1	Year 2
12 – 14	\$ 850	\$1,000
15 – 19	\$2,750	\$3,000
20 or More	\$5,500	\$6,000

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.

**Subd. 6.2.4 Pay for District Initiated Training.**

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

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

- A. College or university courses must be taken at a time that does not interfere with the teacher's regularly scheduled school day.
- B. No undergraduate or graduate credits earned, prior to a degree, may be used for credits beyond the degree.
- C. Credit for college or university courses will not be granted for lane improvement on the District salary schedule if any portion of the participant's salary or educational expenses are paid by District 742, except when the teacher takes the college course at the District's written request.
- D. In-service work performed while in the employ of another school district may not be used for salary lane placement in this district.
- E. Lane advancement:
  - 1. Submission Dates: Salary lane advancements will be processed during the school year, on January 31 and June 15, provided the teacher submits the following to the Human Resources Office at least ten (10) calendar days in advance of these dates:
    - a. A transcript of credits, grade report, or a letter from the appropriate college/university official; and
    - b. Written evidence of prior administrative approval of courses or experiences; and
    - c. Written application for lane advancement.
  - 2. Effective Date: The new salary lane placement will be effective on the first day of the month following the teacher's successful completion of the course work needed for the lane advancement.
  - 3. Retroactive Pay: Lane change advancements processed under paragraph 1 above will be eligible for retroactive pay only if submitted during the school year in which the credits were completed.
  - 4. Completion of Lane Change Requirements During Summer Recess: If a teacher meets all the requirements for a lane change after a contract year is completed and submits all required documentation before August 31st, salary schedule advancement, as a result of the lane change will begin with the first payroll date under the new annual contract.
- F. Dual Lane Change: Effective June 8, 2018, teachers can make no more than two (2) lane changes per school year (This includes the summer recess preceding the school year). Movement to the MA or from the MA lane to the EdD, EdS, PsyD, PsyS or PhD lane at the completion of an approved program is considered one (1) lane change for purposes of this paragraph.



**Subd. 6.3.1 Salary Lane Requirements.**

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

Semester Hours

BA

BA + 10

BA + 20

BA + 30

BA + 40

MA

MA + 10

MA + 20

MA + 30

MA + 40 or EdD, EdS, PsyD, PsyS, or PhD

2. In order to receive lane change credits beyond a recognized degree and license, the teacher must earn the specified number of credits in approved graduate and undergraduate courses from an accredited college or university with course grades of "C" or better, or "S" when satisfactory/unsatisfactory grading is used, and an overall Grade Point Average of at least a "B", excluding S/U grades. The specified number of approved credits must include a minimum of 2/3<sup>rd</sup> graduate credits, a maximum of 1/3<sup>rd</sup> undergraduate credits.
3. Approval of Course Work: A teacher must complete the Professional Advancement Record and obtain pre-approval of the proposed course work from the supervising principal, including a statement of relevancy for each course. Teacher must provide evidence that the college or university is an accredited higher education institution and that the course would be eligible for credit in a graduate level program at the college or university offering the credits or is part of a graduate level program in which teacher is enrolled. If a course is not pre-approved for lane change by the principal, the teacher may appeal that decision to the Assistant Superintendent in writing. The decision of the Assistant Superintendent shall be final and is not subject to the grievance procedure (See Lane Change Packet on the Human Resources page of Staffnet for further information).
4. A teacher will move directly to the MA lane when an approved Masters program has been completed with course grades of "C" or better, or "S" when satisfactory/unsatisfactory grading is used, and an overall Grade Point Average of at least a "B", excluding S/U grades. Movement to the MA lane at the completion of a program is considered one (1) lane change.
5. A teacher who has earned forty (40) approved semester credits beyond the Baccalaureate Degree as part of an approved EdS, EdD or PsyS or PhD program will be advanced to the MA lane.

**Subd. 6.3.2 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 as a stipend in two payments on December 15 and May 31, 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 in-service on National Board certification
  - c. conducting in-service on effective teaching strategies
  - d. providing training on means to improve student achievement
  - e. providing training on involving parents in their children's learning

Such requests will be reasonable in terms of time commitment.

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

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

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

## **ARTICLE VII - EXTRA PAY**

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

### **Subd. 7.1.1 Performance Review.**

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

### **Subd. 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 2019-2021 extra pay schedule (Exhibit D).

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

## **ARTICLE VIII - TIER 1 AND TIER 2 LICENSED TEACHERS**

**Section 8.1 Statutory Considerations.** Pursuant to Minnesota Statutes, sections 122A.181 and 122A.182, a Tier 1 or Tier 2 teacher may be a teacher of record in a Minnesota Public School System. However, Minnesota Statutes, sections 122A.181 and 122A.182 specifically provides that such licensure shall not be construed to bring such Tier 1 or Tier 2 teacher within the definition of a teacher for purposes of M.S. §122A.40, Subd.1.

**Section 8.2 Probationary Period.** Time spent as a Tier 1 licensed teacher does not count toward the teacher’s probationary period pursuant to Minnesota Statutes, §122A.40, subdivision 5. Time spent as a Tier 2 licensed teacher will be credited toward the teacher’s probationary period as a Tier 3 or Tier 4 licensed teacher as provided in M.S. §122A.182.

**Section 8.3 Layoff.** Tier 1 and Tier 2 teachers will be laid off prior to any qualified Tier 3 or 4 teachers being placed on Unrequested Leave of Absence (ULA).

**Section 8.4 Compensation.** Tier 1 and Tier 2 teachers will be compensated as provided for in Article VI.

**Section 8.5 Tier 1 Teacher Duty Time Requirements.** Notwithstanding the provisions of Article XX and Article XXI, Tier 1 teaching contracts may include up to two days of additional duty time (generally before the start of the school year) and up to two hours per month outside the regular teacher duty day to receive support and/or professional learning related to their teaching assignment.

**Section 8.6 Sections of the Master Agreement Not Applicable.** Tier 2 teachers shall be covered by all articles of the Master Agreement, except the following which apply only to Tier 3 and Tier 4 licensed teachers: ARTICLE XVI, Teacher Seniority and Unrequested Leave, ARTICLE XXVI, Teacher Discipline.

## **ARTICLE IX - HOURLY AND PART-TIME TEACHERS**

### **Section 9.1 Hourly Teacher Compensation.**

A. Effective March 1, 2024, the hourly rate for teacher pay will be \$40.00.

**Section 9.2 Hourly Teacher Inservice.** Hourly teachers will be eligible to participate in all appropriate (as determined by the administration) District and/or unit in-service activities, and will be paid their hourly rate of pay for these activities.

### **Section 9.3 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, 1,110 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, 90 days worked in consecutive years will be used to make this determination.

**Section 9.4 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.

**Subd. 9.4.1 Pay for Part-time Salaried Teachers When Subbing.** Part-time salaried teachers with at least a .5 assignment will be paid the teacher hourly rate when doing subbing outside of their salaried time in the buildings or programs to which they are assigned.

**Section 9.5 Insurance for Part-Time Teachers.** Part-time salaried teachers who are employed on a 50% contract or more will be eligible to participate in all group insurance policies as authorized in Article XII.

## **ARTICLE X - LONG CALL SUBSTITUTES**

### **Section 10.1 Long Call Substitute.**

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

B. Reinstated from Unrequested Leave:

**Subd. 10.1.1 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.

**Subd. 10.1.2 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 sixty (60) 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 sixty (60) or more work days, the insurance benefits will commence on the first day of employment.

C. Newly Hired/Previously Employed Long Call Substitutes and Retired Teachers:

1. Long call substitute teachers who are not covered under the provisions of Subd. 10.1.B and who are contracted to work for a full school year in consecutive years will advance on the salary schedule in the same manner as salaried teachers.

2. Other Long Call Substitute Teachers: All other full-time long call substitute teachers will be paid a pro-rated amount of the beginning salary schedule step of the appropriate salary schedule in accordance with their level of professional preparations. The District shall have the sole discretion to place a Long Call Substitute Teacher on a higher salary step based on the teacher's years of qualifying experience and District need.

3. Retired Teachers: Effective July 1, 2024, Teachers who are Minnesota TRA annuitants who return to work on a Return to Work Agreement will be compensated at Step 8 of their lane of preparation and will be eligible only for those benefits set forth in the Return to Work Agreement. For hard to hire positions, the district reserves the right to compensate a 742 retiree at the step at which they were compensated at the time of their retirement from District 742, when another teacher cannot be hired. Teachers who return to work after earning severance pay from the District will not be eligible for any additional severance pay.
- 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. Long call substitute teachers contracted to work sixty (60) days or more, will be eligible for hospital/medical, life insurance, long-term disability, and dental insurance pursuant to Section 12.1 A, below.
- F. Long call substitute teachers contracted to work sixty (60) days or more for a .50 FTE position or greater will earn a pro-rated amount of accumulative leave for that assignment. Long call substitute teachers who earn accumulative leave and who are employed immediately following a long-term substitute assignment, will retain accrued accumulated leave.

### **ARTICLE XI - TEACHERS ON SPECIAL ASSIGNMENT**

When new Teacher on Special Assignment positions are proposed by the District, they will be reviewed with the SCEA for approval.

- A. Definition: The term "teacher on special assignment" will be used to describe the reassignment of a currently employed teacher into a non-classroom assignment. Special assignment positions will exist in order to provide leadership or coordination for an educational program of the District (for example: SCSU Student Teaching Coordinator, Academic Coach, etc.). These positions exist solely at the discretion of the district and a teacher on special assignment may be reassigned to a teaching position in the teacher's area of license upon completion of the special assignment. Reassignment will typically take place at the end of a school year pursuant to the district staffing procedures and the provisions of paragraphs F and G below.
- B. An updated list of the positions that are considered Teacher on Special Assignment positions will be reviewed with the SCEA by September 30. Additions to this list after September 30 will be reviewed with the SCEA within 30 days of new assignments.
- C. 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.



- D. Seniority: During the term of the special assignment, the teacher will continue to earn seniority as before the special assignment.
- E. Length of the Term: The term of a teacher on special assignment will typically be for one school year and may be continued from year to year in the sole discretion of the district. During the term of the special assignment, both parties will have the ability to evaluate program/personal needs, and if necessary, request a change in assignment for the following school year.
- F. Reassignment: In the event that either the District or the teacher on special assignment wish to end the term of the assignment, notification must be given to the other party, in writing, by April 1<sup>st</sup> of the year preceding the change.
  - 1. If the district or teacher requests reassignment following the first year of the special assignment, the teacher will be returned to the assignment that he/she held prior to the special assignment if that position still exists, or may be considered for reassignment to another position at the request of the teacher.
  - 2. If the teacher's former assignment does not exist in the District the teacher will be appropriately reassigned by area(s) of license.
  - 3. If the teacher continues in the special assignment for more than one year and the district or the teacher requests reassignment, the teacher will be reassigned in the same manner as other teachers based on area(s) of license and consideration of the teacher's transfer preferences.
- G. The President of the SCEA will be considered on special assignment. A separate memorandum of understanding will define specific terms of this arrangement.

## **ARTICLE XII - NURSING SERVICES**

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

- A. Any current licensed school nurse working 1,387.50 hours per year (185 days X 7.5 hours) will be considered to be on a full-time equivalent contract.
- B. Licensed school nurses working at least 693.75 hours (.50 FTE) hours per year, but less than 1,387.50 hours per year will be on pro-rated contract status. Nurses working less than a .50 FTE will remain on hourly teacher status.
- C. Extended Days: The Executive Director of Student Services or designee will consider recommendations from the department of nursing services, and will indicate by July 1st of each year, if additional days of work will be allocated to nurses for the purpose of preparing health concern lists, checking immunization records, preparing individual health plans, or working with their health paraprofessionals. These days will be in addition to the nurse's total contract assignment and will not exceed five (5) days. It is understood that this work will be performed between August 1 and the start of the school year. The school district will

make this allocation of days on an annual basis and the decision to allocate days or not will not be subject to the grievance procedure.

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

- D. Hours for work during the summer months that are not covered by Paragraph C above will be assigned to current nurses by mutual agreement and paid at the hourly rate. 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.

- E. Nurses required to be on call for summer school, extracurricular events or for non-public schools on a day the District is not in service will be compensated on a timecard at an “on-call” rate of \$6.00 per hour. On call nurses must be available to answer phone calls or to support a site within 30 minutes as needed.

### **ARTICLE XIII - GROUP INSURANCE**

#### **Section 13.1 Group Insurance Benefits.**

- A. Employees electing district insurance coverages will be eligible for insurance contributions from the District as follows:

**Subd. 13.1.1 Starting Date of Insurance.** An employee whose first day of continuous employment with the District begins on or before the 15th day of the month will be eligible for insurance on the first day of continuous employment. The Employee will be responsible for the full employee portion of the premium for that month and the District will be responsible for the full employer contribution for that month.

An employee whose first day of continuous employment with the District begins after the 15th day of the month will be eligible for insurance and District contributions to premiums on the first day of the following month. An employee wishing to be immediately eligible for insurance coverage on their first day of continuous employment with the District may elect to begin coverage as of their first day of continuous employment and shall be responsible for 50% of the total monthly insurance premium without contribution from the District.

**Subd. 13.1.2 Summer Insurance Contributions for School Year Employees.** A regular employee who is in active service for at least sixty (60) continuous working days of the school year and is in paid status or on an approved medical leave for an FMLA qualifying event as of the last contract day of the school year, will be eligible for continuing insurance coverage during June, July and August following the school year, with the District and employee making the full scheduled premium contribution for those months.

An employee who terminates employment before the end of the school year (i.e. their last



scheduled workday) shall not be eligible for District contributions to insurance premiums during June, July or August, and will be responsible for the full insurance premium if they elect to continue coverage in any insurance plans.

**Subd. 13.1.3 Insurance Contributions During Unpaid Leave.** Employees who are absent from work and in unpaid status in any month of the school year (September through May) will be responsible for both the District and the Employee contribution toward the monthly insurance premium for any month that they are not in active service for at least ten (10) paid days. Employees that are absent for a qualifying medical event under the Family Medical Leave Act (FMLA), and who are considered an eligible employee under the FMLA, shall receive the District contribution to their health insurance plan during an approved medical leave as required by the FMLA.

**Subd. 13.1.4 Long Call Substitutes.** Long call substitute teachers contracted for sixty (60) continuous working days or more will be eligible for insurance benefits under this section for the length of their assignment. A long call substitute teacher who elects insurance coverage under this provision and is in paid status as of the last contract day of the school year, who is offered a full year contract for the subsequent school year, shall be eligible for District contributions for continuing insurance coverage during June, July and August following the school year, with the District and employee making the full scheduled premium contribution for those months. Long call substitute teachers shall not be eligible for Employee Married to Employee insurance benefits unless they are contracted for the full school year.

**Subd. 13.1.5 Collection of Employee Share of Premium Contributions.** The employee share of any premium costs will be paid through payroll deduction. Eligible employees 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, pursuant to District procedures and timelines. If payment is not received as required, coverage will terminate at the end of the month. An employee starting after the 15<sup>th</sup> of the month that elects immediate coverage shall have the option to have the 50% of the total monthly premium prorated over the remaining pay periods that year and paid by payroll deduction or may pay by check.

**Subd. 13.1.6 Duration of Insurance Contribution.** An employee is eligible for School District contributions as provided in this Article as long as an employee is employed by the School District. Employees whose employment terminates during the school year will be eligible for insurance and district contributions to insurance through the end of the month in which they terminate provided they pay the employee portion of the insurance premium for that month. Otherwise, the employee's insurance will terminate as of the last day of employment.

- B. **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
- C. **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 13.2 Group Hospital/Medical Insurance.**

- A. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District after reviewing the recommendations of the Labor Management Committee (LMC) composed of bargaining group and other employee representatives.
- B. Eligibility: Employees working at least 18.75 hours per week (50%) are eligible to participate in the District's group hospital/medical insurance program.
- C. Effective October 1, 2013, the District will provide group health insurance pursuant to the provisions established below. It is understood that the District's only obligation is to pay such amounts as agreed to herein and no claim will be made against the District as a result of a denial of insurance benefits pursuant to the provisions of the plan.
- D. Pursuant to the plan documents, the District will provide a high deductible health insurance plan for single and family plans. Plan coverage summaries will be provided to all participating employees.
- E. HRA Contribution: The district will provide a Health Reimbursement Account for all participating employees that will be available to fund expenses relating to deductibles or co-pays under the plan. The plan year shall run from October 1 through September 30 of each year and HRA contributions will be funded on October 1 at the levels set forth below:
  - 1) The District shall contribute \$1,000 per employee carrying single coverage, and \$2,000 per participating employee carrying dependent coverage.
  - 2) New employees starting service after the beginning of the plan year in October will receive an HRA contribution prorated by month based on the month of their first date of service. Part-time salaried teachers will receive an HRA contribution prorated by their percent of contract. Long Call Substitutes working for less than a full school year will not be eligible for an HRA contribution.
  - 3) Employees eligible for Employee Married to Employee (EME) coverage pursuant to 13.2, F.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 through the Teachers Retirement Association at the time of separation from the District shall have one year to spend down any balance in the employee's HRA account pursuant to the provisions of the plan.
- F. District Premium Payments: The District will contribute a sum, not to exceed the amounts that follow, toward the premium for hospital/medical insurance for teachers who are eligible

and enrolled in the group health plan.

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

1. Full-Time Salaried Teachers:

Full-Time Employees Single Coverage:

Effective October 1, 2017, the School District shall contribute a sum not to exceed \$615.00 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.

Full-Time Employees Family Coverage:

Effective March 1, 2024, the School District shall contribute a sum of not to exceed \$1,090.95 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 be as follows:

.50 FTE – .60 FTE	60% of the District premium contribution
.61 FTE - .80 FTE	80% of the District premium contribution
.81 and above	100% of the District premium contribution

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 13.3 Long Term Disability Insurance.** The District will pay the full premium for long term disability insurance for each contract teacher working .50 FTE or more who is eligible.

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 13.4 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 contract teacher working .50 FTE or more who is eligible. The specifications for the term life insurance plan will be equivalent to the specifications offered to employees on July 1, 2013. The District will permit any eligible teacher to purchase an additional \$50,000 (up to a maximum of \$100,000) of group term life insurance (in multiples of \$10,000) with the premium being paid through payroll deduction salary reduction, subject to the enrollment criteria of the insurance company.

**Section 13.5 Dental Insurance.** The District will pay the full single premium 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. The District's contribution will be as follows:

.50 FTE – .60 FTE	60% of the District premium contribution
.61 FTE - .80 FTE	80% of the District premium contribution
.81 and above	100% of the District premium contribution

**Section 13.6 Retention of Benefits.** If after November 30<sup>th</sup> of any year an employee's position is reduced in hours by the School District below the number of hours required to be eligible for benefits under this Article, the employee shall continue to receive benefits based on their assignment prior to the reduction of hours for the remainder of the school year.

**Section 13.7 Claims Against the School District.** The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 13.8 Medical Insurance for Retirees.** Employees in this unit who are covered by a School District health and hospitalization plan at the time of retirement may continue in the plan at their own expense as provided by Minnesota Law. Premium payments must be received in accordance with district procedures for continuation coverage.

## **ARTICLE XIV - 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**

The District and the Association acknowledge that teacher absences have an impact on student academic performance and student behavior, and that teachers have a professional responsibility to minimize time away from their classrooms. Teachers earn accumulative leave under this Article to use as discretionary leave, sick leave, family illness leave and bereavement leave. Teachers

are encouraged to minimize their use of discretionary leave so as to have paid leave time available for illness and other unanticipated life crises.

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

**Section 14.1 Accumulated Leave Days.** A teacher will earn annual paid accumulative leave time as set forth below. A teacher shall request time off in a timely manner through the district's electronic time off system. Failure to use the time off system in accordance with district procedures may result in discipline up to and including termination of employment.

All paid leave time, including discretionary leave, sick leave, family illness leave and bereavement leave, will be deducted from a teacher's accrued accumulative leave balance. All accumulative leave time will be credited in hours based on a 7.50 hour day. Part-time teachers will earn a pro-rated number of accumulative leave hours based on their percentage of contract.

A. Accumulation of days:

**Subd. 14.1.1 Salaried Teacher:**

1. 185 day contract (1.0 contract) 11 days (82.50 hours)
2. Part-time salaried teachers working 50% or more of a full time schedule will be granted accumulative leave days in proportion to the amount of their employment. All days credited will refer to 7.5 hour days. (e.g. a teacher employed on a 50% basis contract will receive 5.5 days or 41.25 hours of accumulated leave allowance) which may be used in accordance with Section 14.2 of this contract.

**Subd. 14.1.2 Hourly Teachers.** Hourly teachers who are scheduled to work a minimum of 300 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 to be deposited at the start of the school year based on their projected schedule for the upcoming school year and will not be recalculated based on any additional hours worked.
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 Subd. 14.2 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.

Teachers who have at least 30 days of accrued accumulative leave as of May 1<sup>st</sup> of any school year may donate up to three (3) accumulative leave days to the Sick Leave Bank.

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 a payment of \$300 following the completion of the school year. This does not include a donation to the sick leave bank.

**Section 14.2 Leaves with Accumulated Leave Deduction.** One day of accumulative leave will be deducted for each day of absence due to personal or serious illness, bereavement, parental leave, and discretionary leave, in accordance with the provisions in this Article

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

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

However, the use of discretionary leave will not be available if the teacher has five (5) or



less days of accrued accumulative leave. In addition, the use of discretionary leave will be subject to the following measurement criteria.

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

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

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

<u>Building</u>	<u>Leave Limitation</u>
Roosevelt/Small Programs	2 Teachers
Clearview, Discovery, Lincoln Talahi, Westwood, Quarryview McKinley, Katherine Johnson	3 Teachers
Kennedy, Madison, Oak Hill North, South	4 Teachers
Apollo, Tech	6 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 for 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.

**Section 14.3 School Closing.**

- A. 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.
- B. In the event of a late start, teachers are expected to report at the regular time or when conditions permit. Teachers may report up to two hours later than their regular report time as needed to accommodate safety or child-care concerns without accumulative leave or pay deduction. Teachers who report after the two-hour late start time will receive the appropriate accumulative leave or pay deduction for time missed.
- C. If a late start turns into a cancelled day, teachers who reported to work will be paid hourly for two hours.
- D. If school closes early, teachers can leave as soon as student dismissal is complete. This will be considered a full day worked.



- E. If school is closed and teachers are not required to report to work:
  - 1. 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.
  - 2. Teachers who had an approved accumulative leave absence scheduled for a day during which school is closed will not be charged with that day.
  - 3. 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.
- F. 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.
- G. Scheduled make-up days approved by the School Board can be required for licensed staff attendance with a fifteen (15) school day notice.
- H. 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, natural disaster, climate crisis or pandemic, the District will Meet and Confer with the affected employee groups prior to implementation of such changes.

**Section 14.4 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.

**Subd. 14.4.1 Jury Duty or Witness Leave.** A leave of absence without loss of salary or accumulative leave will be granted to teachers who are summoned for jury duty or who are called to testify as a witness under subpoena in a case arising out of facts related to the teacher's school employment (e.g. a mandatory report or child protection matter or criminal conduct by a student during the school day). Any compensation received for jury duty, witness fees or mileage shall be retained by the teacher, and teacher will be responsible for their own mileage or parking fees. If the teacher is released from jury duty or from testifying for a full or partial day, the employee shall report back to work for the remainder of the day while on paid status. Teachers will provide evidence from the court confirming their attendance or appearance.

**Subd. 14.4.2 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.

**Subd. 14.4.3 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 Association shall reimburse the district at the teacher's daily rate for any days granted for association leave.
4. The Superintendent may approve additional days for initiatives which are of mutual benefit to the District and the SCEA.

**Subd. 14.4.4 Minnesota State High School League Activities.** Teachers acting as officials, judges, or interpreters of MSHSL activities will be granted a leave of absence up to three (3) days per year. On a given day such leave will not be granted in conjunction with any other leave of absence. The District will not deduct accumulative leave for participation in a MSHSL activity that is relevant to the District. A teacher coach/advisor who has an individual or team qualifying for regional, state or national competition, will be absent on school business for any days coaching during the competition with approval from the district. The district reserves the right to limit the number of coaches/advisors participating in any single competition under this paragraph.

**Subd. 14.4.5 School Conferences and School Activities Leave.** Minnesota Statute 181.9412 requires an employer to grant an employee leave up to a total of 16 hours during any school year to attend school conferences or classroom activities related to the employee's child ***provided the conferences or classroom activities cannot be scheduled during non-work hours***. The employee must provide reasonable notice, if possible, and make a reasonable effort to schedule the leave so as not to disrupt unduly the operation of the employer. Teachers will inform the administrator and arrange for coverage of their responsibilities for up to two hours per activity, to permit attendance at school conferences or classroom activities related to their child without loss of pay or leave. If coverage cannot be arranged without cost to the district, or if the teacher will be absent for more than two hours per activity, the teacher will receive the appropriate accumulative leave or pay deduction for time missed.

**Subd. 14.4.6 Job Related Injury.** A teacher who is injured by a student while on the job and who is authorized by a building or district administrator to seek medical attention or respite shall receive full pay for the day of the injury. Medically required absences after the day of injury, and before workers compensation coverage commences, may be approved as paid administrative leave by the Executive Director of Human Resources or designee. The District reserves the right to request medical certification supporting a request for additional paid time off.

**Subd. 14.4.7 Student or Staff Memorial Service.** In the event of the death of a student or staff member during the school year, a teacher may request leave with no pay deduction to attend a memorial service. Teachers are encouraged to find ways to memorialize losses

that do not disrupt the school day whenever possible (e.g. attending a wake in the evening hours rather than a service during the school day). Where multiple teachers make a request for leave, the District reserves the right to limit the number of teachers who are eligible for leave to minimize disruption during the school day. The approval of a leave request under this subdivision is within the sole discretion of the District and denial of a leave request is not subject to the grievance provisions of this agreement.

**Section 14.5 Unpaid Day with Full Pay Deduct Requires Prior Approval from Human Resources.** Absences at full salary deduction, may be authorized by the Superintendent or the Executive Director of Human Resources when leave allowances have been exceeded or for unusual personal reasons which justify the absence of the teacher from contractual obligations. Teachers who exhaust all of their accumulative leave balance in any year and have continuing absences with full salary deduction without authorization from the Superintendent pursuant to this section will be subject to progressive discipline for absenteeism.

**Section 14.6 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 XV - LEAVES OF ABSENCE - LONG TERM**

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

### **GENERAL PROVISIONS**

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

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

When the District has sufficient reason to believe the provisions of a leave of absence are being

violated or misinterpreted, the District will have the right to investigate and take appropriate action. The costs of the investigation will be borne by the District.

Upon completion of an approved leave, the teacher will be returned to his/her position or to an equivalent contractual position, and unused accumulated leave days will be restored. However, a teacher on an approved leave may be placed on unrequested leave pursuant to the provisions of that article.

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

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

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

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

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

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

### **Section 15.1 Leaves of Absence Without Pay:**

#### **Subd. 15.1.1 Health Leave:**

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

#### **Subd. 15.1.2 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 60 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.
- b. A teacher may be granted an extension to a child care leave for one additional year if the request for the extension is made by February 1 of the year prior to the year of the leave. The Board shall approve/disapprove such request by April 1. A leave request made after February 1 may be approved by mutual agreement of the District and the teacher involved. Leave requests made prior to February 1 which received District approval may be rescinded prior to their scheduled onset by mutual agreement of the District and the teacher involved.
  - c. In the case of adoptive leave or the assumption of legal guardianship, the teacher will notify the District when the teacher has been approved for an adoptive placement. The teacher will request such leave as soon as possible after he/she has been notified of home placement.
2. Leave will begin upon home placement of an adopted or foster placement child, or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child, anytime within the first year of the child's life or at such other date mutually agreed between the teacher and the school district.
  3. The proposed return date from a child care leave will be coincident with a natural break in the school year or other mutually agreeable date.
  4. A child care leave may also be granted at the discretion of the Superintendent to a teacher whose child needs special parental attention.

**Subd. 15.1.3 Alternative Leave:**

1. A leave of absence may be granted for up to two years by the District for purposes of engaging in a continuing education or an alternative employment experience. The recipient will not be permitted to return to his/her position in the district during the period of the leave.
2. The District will have the sole authority to approve or deny such requests based on criteria which the District deems appropriate. The District will consider the availability of an adequate substitute for the teacher making such a request.
3. Such request should be submitted in writing by February 1<sup>st</sup> prior to commencement of the leave. The Board of Education will give its approval or disapproval by April 30<sup>th</sup>. A leave request made after February 1<sup>st</sup> may be approved by mutual agreement of the District and the teacher involved. Leave requests made prior to February 1<sup>st</sup> that received District approval may be rescinded prior to their scheduled onset by mutual agreement of the District and the teacher involved. The teacher will state in detail:
  - a. a full explanation of his/her reasons for requesting such a leave;
  - b. the total period of time the teacher expects to be on leave including beginning and returning dates; and

- c. a full and complete address at which the teacher may be reached for any necessary communications.
4. A leave of absence may be extended for up to one additional year at the sole discretion of the District.
5. Any additional benefits negotiated by the Association will not become available to the teacher until he/she returns to full employment in the District. This will not affect the current insurance programs or revisions thereof.

**Subd. 15.1.5 Unpaid Leave of Absence.** At the sole discretion of the School District, a teacher may be granted a leave of absence without pay for purposes not otherwise addressed under this Article. Requests for such leaves shall be submitted in advance of the leave to the Superintendent. The leave request shall include the proposed commencement and termination dates of the leave.

**Subd. 15.1.6 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.

**Subd. 15.1.7 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 XVI - 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 Subd. 10. M.S. 122A.40



Subd. 11 does not apply.

**Section 16.1 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, and date of employment) to be prepared from its records.
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 date of issue and confirmation on the PELSB licensing site. All current licenses 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 at least 30 days prior to its



expiration.

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.

**Subd. 16.1.1 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 16.2 Placement on Unrequested Leave.** If the District determines that a reduction in the numbers of teachers is necessary, it will reduce its work force in the following manner:

- A. **Voluntary action:** In order to prevent involuntary placements on unrequested leave by the District, teachers are encouraged to notify the District of a request for a voluntary action by April 1 of the school year preceding the commencement of the voluntary action. Requests for voluntary layoff submitted before June 1 will be granted if there is a less senior teacher being proposed for placement on unrequested leave or if there is a less senior teacher on unrequested leave at the time the request is made who is licensed in the licensure area to which the volunteer is currently assigned to teach. The District may deny any voluntary requests for placement on unrequested leave of absence submitted on or after June 1.
  1. Request and accept any volunteers for lay-off who meet the timelines and criteria described above and below. If anyone volunteers for lay-off and is placed on unrequested leave, he/she will have the same rights and benefits as an involuntarily laid off teacher.
  2. Request and allow teachers to voluntarily accept temporary assignment into positions established and maintained by the District which are less than equivalent to their current positions (for example: a full-time teacher would be allowed to teach part-time while retaining re-employment rights to a full-time position in the following year).
  3. If a teacher (whose options are accepting an equivalent District reassignment or being placed on unrequested leave) feels that he/she is not qualified for the position assigned to him/her by the District, the teacher will have the right to refuse such an equivalent position(s) and will be placed on unrequested Leave.
  4. If a teacher's contract is extended beyond 185 days, or reduced below 185 days as the result of a modification of program, he/she will be given the opportunity to sign a modified contract in lieu of being placed on unrequested leave.
- B. **Involuntary Action:**
  1. The decision to place any teacher on unrequested leave is subject to the grievance procedure, but the arbitrator may review only the question of whether the mechanics

of this policy have been observed. The decision as to whether or not it is necessary to place teachers on unrequested leave is not subject to review by an arbitrator.

2. Teachers will be placed on unrequested leave in inverse order of seniority.
3. The District will provide the Association with a list of persons placed on an unrequested leave of absence, the areas of licensure for each of these persons, and a list of vacancies.

**Subd. 16.2.1 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 16.3 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 16.4 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 XVII - WELLNESS BENEFITS**

### **Section 17.1 Wellness Benefits:**

#### **Subd. 17.1.1 Eligibility:**

1. All members of the teachers bargaining unit are eligible for Wellness Benefits under section 17.1.3.
2. Teachers who have completed fifteen (15) or more years of continuous service at .50 FTE or more in the district are eligible for Wellness Benefits under Sections 17.1.4 and 17.1.5.
3. Teachers who are terminated for cause or who resign from the district while an investigation is pending will not be eligible for any contribution under this section.

**Subd. 17.1.2 Definition of Daily Rate of Pay.** “Daily rate of pay” means the teacher’s basic rate as provided in the basic salary schedule for the last fiscal year in which the teacher is employed and will not include compensation for extracurricular activities, extended employment, or other extra compensation.

**Subd. 17.1.3 Mandated Employee Contributions.** Effective July 1, 2024, eligible teachers can accrue up to four hundred fifty (450) hours (60 days x 7.5 hours) of accumulative leave, plus the 82.5 hours (11 days x 7.5 hours) credited at the beginning of each school year. At the end of each school year, any eligible teacher who has accrued more than 450 accumulative leave hours will have such hours in excess of 450 hours purchased by the District based on the following formula:

$$\# \text{ of Excess Hours} \times \text{Teacher's Hourly Rate (Daily rate/7.5)} \times .30$$

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

**Subd. 17.1.4 Employer Contributions.** The District will deposit an equivalent amount of

all Wellness MSRS HCSP contributions described in 17.1.3, for eligible teachers (pursuant to Subd. 17.1.1(2) above). These employer contributions will be paid to the teacher by payroll deposit on August 15 of each year.

**Subd. 17.1.5 MSRS HCSP Contribution.** The District will deposit \$6,500.00 into the eligible teacher’s (pursuant to Subd. 17.1.1(2) above) post retirement Minnesota State Retirement System Health Care Savings Plan (“MSRS HCSP”) account at the time of resignation or retirement from the district for eligible teachers.

**Subd. 17.1.6 Individual Emergency Sick Leave Bank.** On June 30, 2016, teachers with more than 514.75 hours (435 hours plus the 79.75 hours credited at the start of the 2015-2016 school year) had those hours placed in an individual emergency sick leave bank separate from their regular accumulative leave accruals. These individual emergency sick leave bank hours are available to the teacher only for sick leave or family illness leave, and only when the teacher’s regular accumulative leave balance has been exhausted. Teachers are required to use their own emergency sick leave bank before requesting donated days from the SCEA sick leave bank. Teachers may only donate days to the SCEA sick leave bank from their regular accumulative leave accruals, and not from their individual emergency sick leave banks.

## **ARTICLE XVIII - 403(b) PLAN**

**Section 18.1 403b Plan Participation.** Employees of this bargaining unit shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes §356.24, upon completion of a salary reduction agreement by September 1st of each school year.

**Subd. 18.1.1 Approved Plans.** The District will make contributions of employee or district funds only to the following approved vendors and annuity plans:

**a. EFS/ESI**

1. Axos 403b(7)
2. EFS Advisors Choice 403(b)(7)
3. Security Benefit 403(b)

**b. AXA/EQUITABLE**

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

**c. HORACE MANN**

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

**d. ASPire Financial**

1. 403(b)7 Mutual Fund Account

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

**Subd. 18.1.2 Matching Contribution Plan.** Beginning with open enrollment during the 2016-2017 school year, the School District shall match annual contributions for who are working a .50 contract or more based on their current year of employment in the School District. Matching contributions for part-time teachers will be prorated based on their percent of contract. A year of service is defined as a year in which the part-time or full-time teacher worked at least 90 days.

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

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

**Subd. 18.1.3 Limitation on Matching Contribution.** The maximum career matching contribution by the School District shall be \$17,000. A teacher will no longer be eligible for matching contributions after completing fourteen (14) years of service to the district. Teachers who are no longer eligible for the matching plan, remain eligible to participate in the 403(b) plan upon completion of a salary reduction agreement.

**Subd. 18.1.4.** A salary reduction authorization agreement must be completed by the eligible teacher by September 1 for the teacher to participate in the 403b Matching Contribution Plan for that school year.

**Subd. 18.1.5.** The School District shall provide notice to participating employees when they become eligible for an increased level of matching contribution.

**Subd. 18.1.6.** Employees on unpaid leaves may not participate in the matching program while on leave.

**ARTICLE XIX - SEVERANCE PAY AND SEPARATION PAY**

**Section 19.1 Severance Pay.** Severance pay is defined as compensation paid to a teacher who has terminated employment based on retirement or resignation from the District and has met all of the other requirements set forth in this section.

**Subd. 19.1.1 Eligibility.** Teachers meeting the following requirements shall be eligible for severance pay from the district pursuant to the provisions of this Section, upon submission of a written notice of retirement or resignation accepted by the School District.

- a. Employees must complete at least fifteen (15) years of continuous service according to the provisions of this Section to be eligible for severance pay;



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

**Subd. 19.1.2 Calculation of Severance Pay.** A teacher meeting the eligibility requirements of Section 19.1.1. at the time of resignation, retirement, disability or death shall receive Severance Pay as follows:

- a. \$1,000 per year of qualifying service as severance pay;
- b. Pursuant to paragraph 19.1.1.c above, severance pay for part-time years of service after July 1, 2010 will be prorated;



- c. Total Severance Pay under this section will not exceed a cap of \$45,000;

**Subd. 19.1.3 Dates of Payment:**

- a. Timely Notice of End-of-Year Retirement or Resignation. If a teacher provides timely notice of an end-of-year retirement or resignation on or before February 1 of the school year, severance pay will be paid in two equal installments with the first payment within 60 days of retirement or resignation, and the second payment on the first payroll day in January of the school year following retirement or resignation.
- b. Timely Notice of Mid-Year Retirement. If a teacher provides timely notice of a mid-year retirement with at least 60 days notice, severance pay will be paid in two equal installments with the first payment within 60 days of retirement, and the second payment on the first payroll day in January of the school year following retirement.
- c. Timely Notice of Mid-Year Resignation. If a teacher provides timely notice of a mid-year resignation with at least 60 days notice, and the resignation is accepted by the school district with a resignation date that is approved by the district, severance pay will be paid in two equal installments with the first payment within 60 days of resignation, and the second payment on the first payroll day in January of the school year following resignation.
- d. Untimely Notice of Retirement or Resignation. If a teacher fails to provide timely notice of retirement as set forth above, severance pay will be paid in one installment on the first payroll day in January of the school year following retirement or resignation. If a teacher leaves the district without district acceptance of his/her resignation, or without an agreement with the district regarding the effective resignation date, severance pay will be forfeited.
- e. Annual Severance Pay Cap. Notwithstanding the pay date provisions set forth in this subsection, the total Severance Pay for this bargaining unit in any given school year shall be capped at \$550,000. Teachers whose retirement or resignation notices are otherwise timely, but that are received after reaching the annual severance pay cap based on the order in which retirement/resignation notices are received, may have their total severance payment delayed until the first payroll day in January of the school year following resignation. The annual severance pay cap may be increased at the sole discretion of the District. The exercise of the District's discretion to extend the Severance Pay Cap for this bargaining unit shall not be subject to the grievance procedures of this Agreement.

**Subd. 19.1.4 Payment:**

- a. Severance Pay under this Section shall be paid by the School District into the employee's Minnesota Health Care Savings Plan (MHCSP). The payments are subject to maximum severance limitations contained in Minnesota law, as well as any limitations on health care savings plan contributions in federal or Minnesota law.

- b. If an employee completes and qualifies for a waiver of participation based on the health care savings plan criteria, and the waiver is presented to the School District at least two (2) months in advance of the teacher's resignation or retirement date, payment under this section shall be paid directly to the teacher in one lump sum within sixty (60) days of resignation or retirement.
- c. If an employee who is eligible for Severance Pay under this article dies prior to submitting a notice of resignation or retirement, or after submitting notice but prior to the anticipated resignation or retirement date, severance pay will be paid to the teacher via payroll or to the teacher's estate and not to the MHCSP.

**Section 19.2 Separation Pay.** Separation Pay is defined as compensation paid to a tenured teacher who has terminated employment with the District with less than fifteen (15) years of completed service and has met all of the other requirements set forth in this section.

**Subd. 19.2.1 Eligibility.** Teachers meeting the following requirements shall be eligible for Separation Pay pursuant to the provisions of this section, upon submission of a written resignation accepted by the Executive Director of Human Resources.

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

**Subd. 19.2.2 Calculation and Payment of Separation Pay:**

- a. Separation pay will be paid at the rate of \$160.00 per accrued accumulative leave day (one day = 7.5 hours of accumulative leave) up to a maximum of ten days or \$1,600.00;
- b. Separation Pay will be paid to the teacher by payroll deposit no later than sixty (60) days after the resignation takes effect.

**Section 19.3 Retiree Recognition.** The District will implement an Employee Recognition program designed to acknowledge and commend service to District 742 schools. Each Spring, 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 XX - HOURS OF SERVICE**

**Section 20.1 Teacher Duty Day.** For the 2023-2024 school year, the length of the duty day for all full-time teachers includes paid duty time of 7.25 hours plus an unpaid duty free lunch of at least 30 continuous minutes. For the 2024-2025 school year, the length of the duty day for all full-time teachers includes paid duty time of 7.50 hours plus an unpaid duty free lunch of at least 30 continuous minutes.

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 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 20.4 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 20.5 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 request a meeting with the SCEA president and the appropriate Assistant Superintendent to review the concern and consider solutions.

## **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 represented on the calendar committee

to develop the school calendars/number of school days prior to their adoption.

**Section 21.3 Normal Work Year.** Effective July 1, 2017, the normal work year will consist of 178 duty days and seven (7) paid holidays.

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

- Labor Day
- Thursday of MEA
- Thanksgiving
- Thanksgiving Friday
- President's Day
- Spring Break Friday
- Memorial Day

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

**Section 21.4 Teachers New to the District.** The District may require a newly employed teacher with the district to attend one (1) additional day for orientation. (See also the Memorandum of Understanding Regarding New Teacher Induction and Mentoring, attached hereto)

## **ARTICLE 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 five (185). Salary deductions and additional salary for extra contractual days of employment are calculated by multiplying the number of days times the teacher's daily rate of pay. 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, 2025, 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, 2025, 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 Teacher Evaluation.** The District will use the teacher development and evaluation model developed in collaboration between the District and the SCEA as summarized at Exhibit I as the process for evaluating probationary and tenured teachers. The evaluation process is not subject to the grievance procedure.

**Section 25.2 Staff Development.** The District and the SCEA recognize the importance of ongoing staff development for all employees of the District. The District and the SCEA will work cooperatively to ensure that staff development is meaningful for all employees and that all provisions of Minnesota Statutes pertaining to staff development are fulfilled.

### **Subd. 25.2.1 Staff Development Committees:**

- a. **District Staff Development Committee.** 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. District level committee members who are not on a site leadership team may attend the site level meetings when professional development issues are addressed by the site level committee.

- b. **Site Staff Development Committee.** Each site will have a Staff Development Committee with a teacher majority. Typically the leadership team of each site will serve as the Staff Development Committee. 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.

- Each site committee will have a process for teachers to request staff development funds for attending out-of-district trainings. The process will include parameters and guidelines for approval of these requests.

**Subd. 25.2.2 Staff Development Funding.** The District commits to funding staff development at both the district and site levels in accordance with all Minnesota statutes. District staff development budget details will be reviewed quarterly with the District Staff Development Committee.

**Subd. 25.2.3 Teacher Workshop Days.** A minimum of two (2) days of the school district scheduled staff development days as approved by the Board of Education will be allotted for teachers' workshop time. This teacher workshop time may be used for activities such as:

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

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

Every effort will be made by the Calendar Committee to combine ½ teacher workshop time with ½ building or District 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. An oral reprimand will include a brief description of the facts leading to the concern and the expectation for changes in performance.

**Section 26.7.** A written reprimand shall include a detailed factual statement of the incident leading to the discipline, the findings of fact relative to the District's investigation, and any directives, expectations for changes in performance or other consequences of those findings.

**Section 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:**

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

**Subd. 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.

**Subd. 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.

**Subd. 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:

**Subd. 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.

**Subd. 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.

**Subd. 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.

**Subd. 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. Timelines 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:

**Subd. 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.

**Subd. 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.

**Subd. 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.

**Subd. 27.8.4 Hearing.** The grievance will be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties will have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator will not be a hearing denovo.

**Subd. 27.8.5 Decision.** The parties will request that the decision by the arbitrator be rendered within thirty (30) days after the close of the hearing. The arbitrator shall issue a written decision and order, including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. Decisions by the arbitrator, in cases properly before him/her, will be final and binding upon the parties provided that either party will have the right to appeal the decisions of the arbitrator to the court in accordance with the laws of the State of Minnesota.

**Subd. 27.8.6 Expenses.** Each party will bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording will be made of the hearing at the request of either party. The parties will share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, either party may order a copy of the transcript, but will be liable for cost of same.

**Subd. 27.8.7 Jurisdiction.** The arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure and P.E.L.R.A.

**Subd. 27.8.8 Reprisals.** No reprisals of any kind will be taken by the District or its representative or by the Association or its representatives against any person or persons because of their involvement in a grievance.

## **ARTICLE 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, 2023, through June 30, 2025, 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, 2023, it will give written notice of such intent no later than May 1, 2023. 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.

**Signature Page**

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

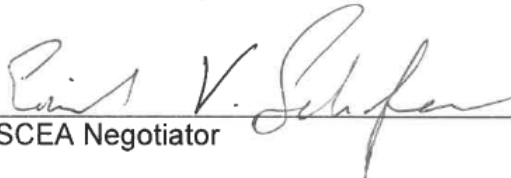
Dated this 21<sup>st</sup> Day of February, 2024

For the  
Saint Cloud Education Association


For the  
St. Cloud Area School District 742

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


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

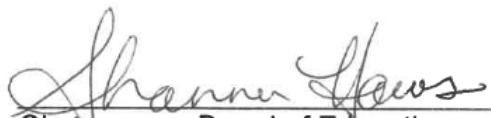
  
\_\_\_\_\_  
SCEA Negotiator

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

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

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

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

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

  
\_\_\_\_\_

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

# EXHIBITS

2023-2024 Salary Schedule

Teacher Salary Grid

Step	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40
1	44,948	47,224	49,503	51,786	54,064	54,064	56,343	58,625	60,904	63,183
2	46,458	48,904	51,351	53,801	56,248	56,248	58,696	61,142	63,590	66,036
3	47,970	50,586	53,202	55,817	58,432	58,432	61,048	63,658	66,274	68,890
4	50,247	52,266	55,047	57,834	60,617	60,617	63,395	66,177	68,960	71,741
5	51,732	53,954	56,903	59,848	62,799	62,799	65,748	68,698	71,650	74,596
6	51,732	53,954	56,903	59,848	62,799	63,891	66,926	69,954	72,992	76,027
7	51,732	53,954	56,903	61,862	64,989	64,989	68,108	71,211	74,335	77,458
8	51,732	53,954	58,753	61,862	64,989	66,080	69,283	72,470	75,678	78,886
9	51,732	53,954	58,753	63,881	64,989	67,168	70,459	73,729	77,021	80,313
10	51,732	53,954	58,753	63,881	67,168	68,588	71,960	75,317	78,691	82,871
11	51,732	53,954	58,753	63,881	70,009	70,009	73,465	76,903	80,362	85,428



2024-2025 Salary Schedule - With Additional Time

Teacher Salary Grid

Step	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40
1										
2	49,141	51,729	54,317	56,909	59,497	59,497	62,086	64,673	67,263	69,850
3	50,741	53,507	56,275	59,041	61,807	61,807	64,574	67,335	70,102	72,869
4	53,149	55,285	58,227	61,175	64,119	64,119	67,057	70,000	72,943	75,885
5	54,720	57,070	60,189	63,305	66,427	66,427	69,545	72,666	75,788	78,905
6	54,720	57,070	60,189	63,305	66,427	67,582	70,792	73,994	77,208	80,418
7	54,720	57,070	60,189	65,435	68,742	68,742	72,041	75,324	78,629	81,932
8	54,720	57,070	62,146	65,435	68,742	69,896	73,284	76,656	80,049	83,442
9	54,720	57,070	62,146	67,571	68,742	71,048	74,529	77,987	81,470	84,952
10	54,720	57,070	62,146	67,571	71,048	72,550	76,116	79,667	83,236	87,658
11	54,720	57,070	62,146	67,571	74,052	74,052	77,708	81,345	85,003	90,362

**EXTRA SALARY SCHEDULE PLACEMENT GUIDE**

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

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

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

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

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

# 2023-2025 Extra Pay Schedules

## 2023-2024 Senior High Extra-Curricular Schedule (4.00% Increase)

	<b>A</b>	<b>A Asst</b>	<b>B</b>	<b>B Asst</b>	<b>C</b>	<b>C Asst</b>	<b>D</b>	<b>E</b>
<b>1</b>	5722	4293	5225	3919	4380	3285	3012	1095
<b>2</b>	6183	4636	5644	4231	4731	3548	3252	1180
<b>3</b>	6677	5008	6095	4572	5107	3830	3512	1274
<b>4</b>	7212	5407	6583	4938	5516	4137	3792	1367
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>			
	Football	Baseball	Pep Band	Future Prob Solving	Foreign Lang Clubs			
	Basketball	Softball	Yearbook	One Act Play	SADD			
	Hockey	Volleyball	Knowledge Bowl	Link Crew	Future Educators			
	Wrestling	Soccer	Student Council	DECA	CARE Committee			
	Gymnastics	Golf	Mock Trial	HOSA	GSA Club			
	Track	Cross-Country	Skills USA	Newspaper	Other Clubs			
	Swimming	Nordic Skiing	Creative Magazine	Math Team				
	Dance Team	Tennis	We Act	Concessions (season)				
	Musical Director	Adapt. Floor Hockey	National Honor Society	Strength & Conditioning				
		Adaptive Soccer	Vex Robotics					
		Adaptive Softball						
		Lacrosse						
		Equip Manager						
		Major Play						
		Speech						

**2024-2025 Senior High Extra-Curricular Schedule (2.25% Increase)**

	<b>A</b>	<b>A Asst</b>	<b>B</b>	<b>B Asst</b>	<b>C</b>	<b>C Asst</b>	<b>D</b>	<b>E</b>
<b>1</b>	5851	4390	5343	4007	4479	3359	3080	1120
<b>2</b>	6322	4741	5771	4326	4837	3628	3325	1207
<b>3</b>	6827	5120	6233	4675	5222	3916	3591	1303
<b>4</b>	7375	5529	6731	5049	5640	4230	3877	1397
	<b>A</b>		<b>B</b>		<b>C</b>		<b>D</b>	<b>E</b>
	Football		Baseball		Pep Band		Future Prob Solving	Foreign Lang Clubs
	Basketball		Softball		Yearbook		One Act Play	SADD
	Hockey		Volleyball		Knowledge Bowl		Link Crew	Future Educators
	Wrestling		Soccer		Student Council		DECA	CARE Committee
	Gymnastics		Golf		Mock Trial		HOSA	GSA Club
	Track		Cross-Country		Skills USA		Newspaper	Other Clubs
	Swimming		Nordic Skiing		Creative Magazine		Math Team	
	Dance Team		Tennis		We Act		Concessions (season)	
	Musical Director		Adapt. Floor Hockey		National Honor Society		Strength & Conditioning	
			Adaptive Soccer		Vex Robotics			
			Adaptive Softball					
			Lacrosse					
			Equip Manager					
			Major Play					
			Speech					

**2023-2025 Junior High/McKinley Extra-Curricular Schedule  
(Redlined until @ 42% which means Sr. High A = \$6,257-7,885)**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>1</b>	2,628	2,399	2,011	1,376	501
<b>2</b>	2,838	2,592	2,172	1,487	540
<b>3</b>	3,066	2,800	2,345	1,606	583
<b>4</b>	3,312	3,023	2,532	1,734	631
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	Football	Baseball	WEB	Future Prob Solving	Spelling Bee
	Basketball	Softball	Student Council	USAT	Geography Bee
	Track	Volleyball	Knowledge Bowl	Math Team	Word Masters
		Soccer	We Act	Yearbook	GSA Club
		Major Play Director	6 <sup>th</sup> Grade Sports Sampler*	One Act Play	Other Clubs
				Speech	
				History Day	

**2023-2024 Elementary Extra-Curricular Schedule (4.00% Increase)**

	<b>B Long Season Coaches</b>	<b>C Short Season Coaches Program Coord.</b>	<b>D Activity Clubs</b>	<b>E - Stipend Classroom Activity &lt;8 hrs outside day</b>
<b>1</b>	1519	1015	460	380
<b>2</b>	1642	1094	497	0
<b>3</b>	1775	1179	537	0
<b>4</b>	1917	1277	580	0
	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	USAT	Knowledge Bowl	Chess Club	Spelling Bee
	Future Prob Solving	History Day	Special Interest Clubs	Geography Bee
	Robotics		Student Council	

**2024-2025 Elementary Extra-Curricular Schedule (2.25% Increase)**

	<b>B Long Season Coaches</b>	<b>C Short Season Coaches Program Coord.</b>	<b>D Activity Clubs</b>	<b>E - Stipend Classroom Activity &lt;8 hrs outside day</b>
<b>1</b>	1553	1038	470	389
<b>2</b>	1679	1119	508	0
<b>3</b>	1815	1206	549	0
<b>4</b>	1960	1306	593	0
	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	USAT	Knowledge Bowl	Chess Club	Spelling Bee
	Future Prob Solving	History Day	Special Interest Clubs	Geography Bee
	Robotics		Student Council	

### St. Cloud Education Association Grievance Form

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

Distribute to:
<input type="checkbox"/> Superintendent
<input type="checkbox"/> Administrator
<input type="checkbox"/> Local
<input type="checkbox"/> 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>
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## ACADEMIC STIPEND POSITIONS

Positions	Stipend	Pay Dates
Leadership Team Members	\$1,000	May 31
PAKRAT Building Coordinators*	\$800	Dec. 15; May 31
PAKRAT District Coordinator*	\$2,000	Dec. 15; May 31
Chemical Hygiene Officer	\$1,000	Dec 15; May 31
PBIS/SEL Coaches	\$1,000	May 31
Director, Grades 9-12 Band	\$2,000	Dec. 15; May 31
Director, Grades 9-12 Orchestra	\$2,000	Dec. 15; May 31
Director, Grades 9-12 Choir	\$2,000	Dec. 15; May 31
High School Directors Ensembles (2021-2023 only pending review for extracurricular placement)	\$1,000	Dec. 15; May 31
Director grades 6-8 Band	\$1,300	Dec. 15; May 31
Director, Grades 6-8 Orchestra	\$1,300	Dec. 15; May 31
Director, Grades 6-8 Choir	\$1,300	Dec. 15; May 31
Certification Pay: CCC, NCSP, ASHA, LICSW, PTs, OTs, Audiologist, COMS, LADC	\$1,000	Dec. 15; May 31
Peer Collaborators	\$1,250	May 31
New Teacher Mentors	\$1,500	May 31
New Teacher Academy Year 1	\$1,000	August 31; May 31
New Teacher Academy Year 2	\$500	August 31; May 31
New Teacher Academy Year 3	\$500	August 31; May 31
New Teacher Academy - Experienced Teachers	\$500	August 31

\* Pakrat responsibilities and stipends will be evaluated at the end of the 2023-2025 contract period.

## **District 742 Teacher Development and Evaluation Plan**

Presented jointly by the District and the SCEA

Reviewed and Updated January 2020

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

### **Minnesota Standards of Effective Practice for Teachers**

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

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


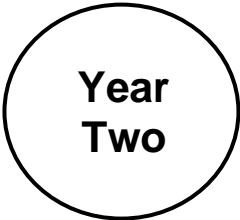

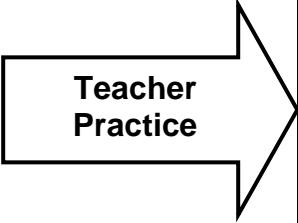
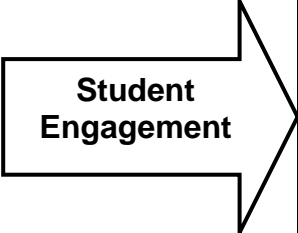
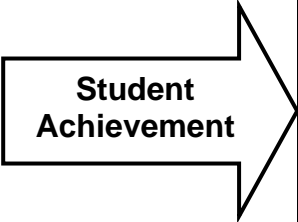

### **Minnesota Teacher Development and Evaluation Plan Requirements (M.S. 122A.40)**

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

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

<b>Requirement</b>	<b>Proposed District 742 Plan</b>
Probationary Evaluation	3 Learning Walks (Informal Observation) 3 Formal Observations/Evaluations One Summative Evaluation
3 Year Cycle	Year 1 – 1 Peer Observation/Reflection Year 2 – 1 Peer Observation/Reflection Year 3 – 3 Learning Walks, 1 Formal Observation and a Summative Evaluation
Individual Growth and Development Plans	Annual Self-Assessment and Goal Setting by All Teachers
Peer Review	Observations and Reflective Conversations with Selected and Trained Peers
Summative Evaluation (3 components)	Performed by administrators annually during probationary period and at the end of Year 3 4 components
1. Teacher Practice based on the MN Standards (40%)	Pre-conference, Observation and Post-conference using the Thoughtful Classroom Rubric for Teacher Development
2. Longitudinal Data on Student Engagement or Other Data on Student Engagement (10%)	Annual Surveys for students in grades 3-12 Observed Engagement and Enjoyment Cornerstone Score 1-4 for Others
3. Measures of Student Achievement (35%)	Documented use of achievement data to inform instruction; Appropriate use of formative and summative assessments; School-wide student growth on agreed upon measures of achievement
4. Professional Responsibility (15%)	Commitment to professional growth, the school community and professionalism
Improvement Process for teachers performing below expectations	Targeted supports and coaching from principal Use of our Formal Assistance Plan
Discipline for teachers who do not improve	Letters of Directive, Notice of Deficiency, Remediation, Proposed Termination
Coordinated Staff Development	District Designed and Directed Staff Development
Opportunity for PLCs	Efforts will be made to enhance and prioritize time for teacher-driven Learning Cohorts
Mentoring and Induction	Continue to work to expand and improve our new teacher mentoring and induction program, including providing training for mentors.

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

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

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

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

	Development  <b>Each Probationary Year</b>	Evaluation  <b>Each Probationary Year</b>
	Mentoring Individual goal plans Self-Assessment and Reflection Measures of Engagement	Self-Assessment and Goal Setting Measures of Engagement 3 Learning Walks 3 Formal Administrator Observations and a Summative Evaluation
<b>Teacher Practice</b>	Mentoring and Coaching Staff Development Self Assessment and Reflection Data Teams	<b>Formal Administrative Review and Summative Evaluation</b> The teacher receives a rating based on administrative Formal and Informal Observations: 1-4, weighted at 40%; and Measures of Professionalism: 1-4, weighted at 15%
<b>Student Engagement</b>	Mentoring and Coaching Data Teams Annual Survey Observed Engagement	<b>Formal Administrative Review and Summative Evaluation</b> The teacher receives a rating based on use of Survey/Reflection (1-4); Observed Engagement (1-4) Averaged, then weighted at 10%
<b>Student Achievement</b>	Mentoring and Coaching Use of Data Work on Formative and Summative Assessments Data Teams	<b>Formal Administrative Review and Summative Evaluation</b> The teacher receives a rating for student learning based on: Using data to inform instruction: 1-4 Use of formative and summative assessments: 1-4 School-wide student achievement growth: <b>1 or 4</b> Averaged, then weighted at 35% per statute
<b>Professional Practice</b>	Professional growth and engagement in school community	<b>Formal Administrative Review and Summative Evaluation</b> Teacher receives a rating 1-4

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

## Licensed Staff Evaluation Process & Timelines

### PROBATIONARY

#### EVENT

1. Self Assessment
2. Goal Setting
3. Formal Observation (First) (October - November)
4. Formal Observation (Second) (December – January)
5. Formal Observation (Third) (February - March)
6. Learning Walks (3)
7. Goal Reflection Milestones  
*(3) Per Goal – Initial (Now), Milestone 1 (After Tri 1), Milestone 2 (After Tri 2)*
8. Student Achievement and Engagement Survey Reflections
9. Summative Evaluation

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

#### EVENT

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

### TENURED – Summative Tenure Cycle, Year 3

#### EVENT

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

## St. Cloud Final Evaluation Rating Explanation

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

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

## 2023-2025 Unfilled Teacher Absence Guidelines

The District and the SCEA recognize that teacher absences and substitute teacher shortages create stress for both staff and administration and impact our ability to consistently meet the needs of students. In an effort to make the filling of unfilled substitute positions less stressful for staff and more consistent throughout the District, we agree to use the following guidelines while understanding that unique circumstances occur each day that will require flexibility and adaptation.

The school will provide a notification of absences via email to all staff during the first hour of the day, when possible. When we are short guest teachers we will use the following guidelines:

1. Priority 1: Request volunteers for teachers that are willing to give up prep or lunch at the hourly pay per the contract. Principals will invite staff to be on a volunteer list at the beginning of each trimester;
2. Priority 2: Consider recall of any staff at trainings, meetings, or other pre-planned school business related absences;
3. Priority 3: Rotation Implementation for paid coverage per the current contract language for missing prep or lunch;
4. Priority 4: Recall any staff scheduled for progress monitoring or due process time;
5. Priority 5: Non-Instructional staff (e.g. Grade Level Academic Leads, Literacy Specialists, Math Specialists, Social Workers, Counselors, Media Specialists, Tech Integrationists on days without instruction, etc.) who volunteer to sub for an entire day will be paid a daily rate of \$160 and a half day rate of \$80;
6. Priority 6: If a teacher is asked to take an entire section or caseload of another class for the day, they will be paid a daily rate of \$160 or \$80 for a half day. If a teacher is asked to take a full class for 2 hours (or two class periods at secondary) or less, they will be paid at the hourly rate for each hour or class period for a minimum of one hour pay. If a teacher is asked to take a half a class for the day, they will be paid a daily rate of \$80, or \$40 for a half day.
7. Although administrators will follow these guidelines for covering unfilled substitute positions, circumstances may arise when an administrator will have to direct a licensed staff member to provide coverage.

### **Rotation Procedures**

#### **SAMPLE LANGUAGE**

Dear Staff,

We understand that sub shortages are difficult on all. Please know that our district leadership is aware of this concern and is working to fill these shortages. We ask that all pitch in to cover when colleagues need assistance. Below is a four-day rotation that we will use when staff are absent. We will let you know if/when you are needed. If you cannot cover for your colleague when it's your day, please let [ADMINISTRATOR] know. While we understand that there will be days when you simply cannot do without your prep time, we appreciate the support this community offers one another.

Thank you,

ADMIN NAME



**Master Contract – 2023-2025**

Assignments for AM any time of unfilled absence: Beginning of student day - 30 minutes (e.g., 7:15-7:45)  
 Rotate each day with staff NOT in front of classrooms

**Elementary - Examples**

Hour	Rotation 1	Rotation 2	Rotation 3	Rotation 4
First 30 minutes of student day	Counselor (Unpaid)	Social Worker (Unpaid)	Media Specialist (Unpaid)	Academic Coach (Unpaid)
Hour 1	Grade Level 1 Teacher A	Grade Level 1 Teacher B	Grade Level 1 Teacher C	Grade Level 1 Teacher D
Hour 2	Grade Level 2 Teacher A	Grade Level 2 Teacher B	Grade Level 2 Teacher C	Grade Level 2 Teacher D
Hour 3	Grade Level 3 Teacher A	Grade Level 3 Teacher B	Grade Level 3 Teacher C	Grade Level 3 Teacher D
Hour 4	Grade Level 4 Teacher A	Grade Level 4 Teacher B	Grade Level 4 Teacher C	Grade Level 4 Teacher D
Hour 5	Specialist Teacher A	Specialist Teacher B	Specialist Teacher C	Specialist Teacher D
Hour 6	Grade Level 5 Teacher A	Grade Level 5 Teacher B	Grade Level 5 Teacher C	Grade Level 5 Teacher D
Hour 7	Grade Level K Teacher A	Grade Level K Teacher B	Grade Level K Teacher C	Grade Level K Teacher D

**Secondary - Examples**

Hour	Rotation 1	Rotation 2	Rotation 3	Rotation 4	Rotation 5	Rotation 6
First 30 minutes of student day	Counselor (Unpaid)	Social Worker (Unpaid)	Media Specialist (Unpaid)	Academic Coach (Unpaid)	Counselor (Unpaid)	Counselor (Unpaid)
Hour 1	Teacher A	Teacher B	Teacher C	Teacher D	Teacher E	Teacher F
Hour 2	Teacher G	Teacher H	Teacher I	Teacher J	Teacher K	Teacher L
Hour 3	Etc.					
Hour 4						
Hour 5						
Hour 6						

# MEMORANDA

## Memorandum of Understanding

### School Closing Plan • Weather Related E-Learning Days • 2024-2025

In an effort to continue student learning in the event of weather related school closings, St. Cloud Area Schools will continue using E-Learning Days during the 2024-2025 school year for inclement weather day closings pursuant to Minn. Stat. §120A.414 as follows:

#### Make-Up Plan:

- The first Weather related closing will be a full school closing day;
- The next five weather related closings will generally be E-Learning Days as long as there is no interruption of power and/or internet service that would interfere with distance learning. At the discretion of the Superintendent, a full school closing day may be called instead if the timing or circumstances surrounding the weather event compromises the ability to deliver effective instruction as a E-Learning Day;
- Additional weather related school closing days will be determined by the Superintendent and make-up time for students and/or staff will be determined by the Superintendent in consultation with the School Board.

During a Weather Related E-Learning Day, students and licensed staff will have the following expectations:

#### Student Expectations

In the event of a cancelled school day that requires an E-Learning Day, families will be informed by an automated message that St. Cloud School District 742 is activating a E-Learning Day at least two hours prior to the start of the regular school day.

##### Pre-School

Pre-school students will access and complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website when predicted weather conditions make school closing likely.

##### K-5 Students

Students in grades K-5 will access assignments on student devices via the Learning Management System (LMS) or complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website if devices were not sent home with students. Licensed staff will post learning activities to LMS by 9:00 AM on the day of a E-Learning Day.

##### Secondary Students

Students in grades 6 -12 will access assignments on student devices via the Learning Management System (LMS). Licensed staff will post learning activities on LMS by 10:00 AM on the day of a E-Learning Day.

Licensed staff members will be available during student contact hours to answer student questions and provide guidance via email and the LMS. Accommodations for students who receive special education and EL services will be provided. If additional accommodations are needed, they can be addressed by teaching staff when the student returns to school.

## Licensed Staff Expectations

Licensed staff who are unable to teach on a E-Learning Day due to a discretionary day, illness or medical appointment for themselves or a family member, or other absence reason, must request time off in Skyward and post the learning activities for the day on the Learning Management System (LMS) in lieu of posting sub plans. In addition, staff should email the principal and lead secretary so they are aware the employee will not be available for student or parent contact.

Licensed staff who are on duty during a E-Learning Day must be in service during their regular teacher duty day and will complete the following:

### **Early Childhood Staff**

Early Childhood staff will make a plan for their work on a E-Learning Day with their administrator/supervisor.

### **K-5 Staff**

Licensed staff of students in grades K-5 will post learning activities on LMS by 9:00 AM on the day of a E-Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Each classroom teacher who serves students is responsible for posting lessons, grading, and completing attendance on E-Learning Days.

### **Secondary Staff**

Licensed staff of students in grades 6 -12 will post learning activities on LMS by 10:00 AM on the day of a E-Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Teachers are responsible for completing attendance on E-Learning Days.

### **Non-Instructional Licensed Staff**

Non-Instructional licensed staff (e.g. counselors, school psychologists, social workers, nurses, SLPs, OT/PTs, autism specialists, media specialists, technology integrationists, SEL/Focus teachers, ADSIS teachers, grade level leads, math and literacy specialists, EL coordinators, etc.) will make a plan for their work on a E-Learning Day with their administrator/supervisor.

### **Part-Time Teaching Staff**

Part-time contract teachers will be available during their regularly scheduled duty hours.

All licensed staff are encouraged to also use the work day to make contact home to update families on positive student performance and progress.

## MEMORANDUM OF AGREEMENT

### Regarding Retirement Benefits

*Between*

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

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

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

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

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

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

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

#### **ARTICLE XVI - RETIREMENT OR WELLNESS BENEFITS**

##### **Section 16.1 Definition.**

**Subd. 16.1.1 Daily Rate of Pay.** “Daily rate of pay” means the teacher’s basic rate as provided in the basic salary schedule for the last fiscal year in which the teacher is

employed and will not include compensation for extracurricular activities, extended employment, or other extra compensation.

## **Section 16.2 Wellness Benefits.**

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

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

**Subd. 16.2.2 Mandated Employee Contributions.** Eligible teachers can accrue up to seven hundred fifty (750) hours of accumulative leave (plus the 82.5 hours credited at the beginning of each school year). At the end of each school year, any eligible teacher who has accrued more than seven hundred twenty five (725) accumulative leave hours will have such hours in excess of seven hundred fifty (750) hours purchased by the District at a rate of .30 times the teacher's current daily rate of pay ÷ 7.5 hours. The District will purchase such days at the end of the school year by depositing these Wellness dollars directly into the teacher's MHCSP account administered in accordance with Minn. Statute 352.98.

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

## **Section 16.3 Retirement Incentive.**

**Subd. 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.

### **Subd. 16.3.2 Retirement Incentive:**

**Subd. 16.3.2.1 Part One.** An eligible teacher may purchase up to seven hundred fifty (750) hours of Retirement Incentive from accrued accumulative leave based upon the following formula:

$$\text{Accrued accumulative leave} \times \text{daily rate of pay} \div 7.5 \text{ hours.}$$

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 ÷ 7.5 hours, but will not exceed \$45,000.

**Subd. 16.3.2.2 Part Two.** In addition to the Part One payment a teacher with more than seven hundred fifty (750) 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 fifty (750) at the time of retirement times the teacher's base daily

rate of pay ÷ 7.5 hours times 30%.

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

**Subd. 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.

**Subd. 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.

**Subd. 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.

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

**Subd. 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.

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

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

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

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

**Section 17.1 Participation.** Teachers subject to this Agreement shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes §356.24, upon completion of a salary reduction agreement, but will not be eligible for any matching contributions from the District.

**Section 17.2 Approved Plans.** The District will make contributions of employee or district funds only to the following approved vendors and annuity plans:

- a. EFS/ESI
  - 1. Axos 403b(7)
  - 2. EFS Advisors Choice 403(b)(7)
  - 3. Security Benefit 403(b)
  
- b. AXA/EQUITABLE
  - 1. EQUI-VEST Strategies Group Annuity Account
  - 2. 403(b)7 Mutual Fund Account
  
- c. HORACE MANN
  - 1. Qualified Group Variable Annuity
  - 2. Group Fixed Annuity
  - 3. 403(b)7 Mutual Fund Account
  
- d. ASPire Financial
  - 1. 403(b)7 Mutual Fund Account

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

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

Dated: March 31, 2016

SCEA:

School District 742:

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

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

Teachers Who Elected Severance Under This MOA

- |               |                  |
|---------------|------------------|
| Polly Alessio | Daniel Schaefer  |
| Craig Aycock  | Brenda Schneider |
| Susan Chwalek | Steven Taylor    |
| Sara Eibes    | Valarie Zahara   |
| Nicole Palm   |                  |



## MEMORANDUM OF UNDERSTANDING

### St. Cloud Education Association Release Time President

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

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

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

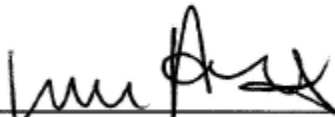
1. District 742 will consider the SCEA President to be a teacher on special assignment in accordance with Article X of the Master Agreement.
2. This leave will be granted on a budget neutral basis. District 742 will compensate the SCEA President on a continuing basis as a full-time contract teacher. The SCEA will reimburse District 742 the cost of the salary, health, dental, and life insurance, TRA, LTD, Worker's Comp, Medicare, and FICA of a replacement teacher on Lane A, entry level step.
3. Upon completion of the term, SCEA President will be returned to his/her assignment as are other teachers on special assignment.
4. All teaching functions will be performed by a replacement teacher.
5. The SCEA President's schedule will be determined by the SCEA.
6. This memorandum will run concurrently with the 2023-2025 Teacher Master Agreement.

DATED: 02/21/2024

For the Association:

  
\_\_\_\_\_  
SCEA President

For the District:

  
\_\_\_\_\_  
Superintendent

## MEMORANDUM OF UNDERSTANDING

### Summer Special Education ESY Pay

#### A. Summer Pay

1. Effective March 1, 2020 the Hourly Rate for teacher compensation will be \$33 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 Three Early Childhood Special Education Program (Part C), including the Evaluation Team for Part C referrals
- b. Evaluation Team for ECSE 3-5 year olds
- c. Speech Language Pathologists to support the Part B assessments
- d. Other teaching assignments during the summer as approved in advance by the Superintendent or Assistant Superintendent

UPDATED: January 2024

## MEMORANDUM OF UNDERSTANDING

### Regarding Teacher Duty Time and Teacher Support for 2024-2025, 2025-2026, 2026-2027 School Years

*Between*

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

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

WHEREAS, the parties have completed bargaining of the 2023-2025 Collective Bargaining Agreement (“CBA”) regarding changes to the terms and conditions of employment for members of this bargaining unit, including an agreement to add fifteen (15) minutes of duty time to the regular teacher duty day with corresponding prorata increases to the teacher salary schedule for the 2024-2025 school year; and

WHEREAS, the parties wish to use the additional duty time flexibly across the school year to establish a schedule for the teacher duty day for the 2024-2025 school year that meets the needs of students, teachers and the District, that supports improved outcomes for students and time for teacher collaboration, and that balances the multiple demands on teacher time; and

WHEREAS, in order to provide stability and predictability around the teacher duty day schedule, the parties wish to commit to a plan for using the additional time added to the contract for a period of three school years: 2024-2025, 2025-2026, 2026-2027 based on this Memorandum of Understanding Regarding Teacher Duty Time and Teacher Support (MOU); and

WHEREAS, the parties acknowledge that the District has inherent management rights to set the schedules for the teacher day and the student instructional day, and that nothing in this agreement is intended to alter, abridge or interfere with these important managerial rights of the District following the 2026-2027 school year;

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

#### 1. **Modification of the Weekly Duty Day Schedule**

In order to provide regular and predictable time for site-based teacher collaboration and professional work time focused on improving student outcomes, the District has established a schedule for the 2024-2025 student instructional day, teacher duty day, and for school based meeting days as set forth in Exhibit A. Site schedules for Early Childhood, Roosevelt Education Center and other auxiliary sites are subject to change consistent with the needs of those programs and the provisions of this agreement. The schedules set forth in Exhibit A are subject to minor changes consistent with the provisions of this MOU to support transportation schedules or other operational needs. School schedules will assume the following:

- a. ***Student Instructional Day***: The standard elementary instructional day will be six hours and 30 minutes (6.5 hours) and the standard secondary instructional day will be six hours

and 45 minutes (6.75 hours).

**b. Variable Teacher Duty Day:**

- 1) **Monday-Tuesday-Thursday Friday:** The additional 15 minutes per day of time will be added to the regular teacher duty day on Monday, Tuesday, Thursday and Friday of each week for a duty day of seven hours and fifteen minutes (**7.25 Hours**).
- 2) **Wednesday:** The regular teacher duty day on Wednesdays of each week will remain at eight hours and fifteen minutes (**8.25 hours**).
- 3) **Flexible Teacher Prep Time:** The additional 15 minutes of time from Wednesdays during the school year will be cumulated as *Flexible Teacher Prep Time* in the amount of **7.25 hours**, to be used during the August workshop week to support school year preparations, and following the second trimester to support grading and reporting. Flexible work time may be served in-person or remotely.
- 4) **Non-Instructional Days:** The regular duty day for non-instructional days (Professional Development, Teacher Workshop, Conferences and Holidays) shall be seven hours and 30 minutes (**7.5 hours**).
- 5) **Employee Management & Payroll Calculations:** For purposes of employee management and payroll calculations (including daily rate, weekly rate, accumulative leave, restricted unpaid time off, leaves of absence calculations, part-time teacher salary calculations, etc., the regular teacher day shall be **7.50 hours** per day across the 185 days on the teacher duty calendar, and the regular teacher week shall be **37.50 hours** per week.

**2. Student Success Time (Monday-Tuesday-Thursday-Friday).**

Based on the sample schedule attached as Exhibit A, a 45-minute block of time each day will be reserved for teacher directed planning time aligned to improving student outcomes. No operational building or district meetings will be scheduled during this time. Teachers may use this time to collaborate, problem solve and plan with individual teachers, or with small groups such as grade level teams, department teams, or co-teaching teams (SPED, EL). Teachers may also use this time to improve student outcomes through targeted student or parent contact time, data review, or other professional preparation work. Teachers will choose how best to use this time for student success.

The following parameters apply to Student Success Time:

- a. No school based operational meetings will be scheduled during Student Success Time as this time is dedicated to work that will directly impact student success.
- b. On **Thursdays** each week, in partnership with administration, teachers will engage in collaborative planning with their colleagues, co-teachers, grade levels, departments or other staff to support student success, including MTSS meetings and committee meetings. All staff are expected to support their school communities through committee participation.
- c. **Probationary Teachers:** For probationary teachers (including Tier 1 teachers) and teachers on a Formal Assistance Plan, the District reserves the right to direct the work of teachers during Student Success Time up to ~~two~~ one day per week through guided

support for their professional growth and development.

- d. **Professional Responsibility:** The parties recognize the district's primary obligation to meet the needs of students and parents, and to address important school business in a timely manner, and at times this will require teachers to attend to school business during student success time, notwithstanding the schedule set forth at Exhibit A. This schedule is subject to the management rights of the district and to Section 20.1 of the teacher contract which states as follows:

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

3. **Teacher Meeting Time (Wednesday).**

Teacher duty time outside of the student day on Wednesdays will be reserved for principal directed meeting time which will generally include a one-hour school wide meeting to support district instructional priorities. This may also include professional development or time working in Grade Level, Department, or Cross District teams to analyze curriculum, plan for instruction, or otherwise respond to data driven identified needs of the students they serve. A monthly staff meeting will also be held during Teacher Meeting Time. Each building will have a standing agenda item related to building climate and provide regular time to gather feedback from teachers about climate concerns and to engage in shared problem solving.

a. **Other Parameters for Teacher Meeting Time:**

- i. Critical or urgent operational needs of the district or site may also be addressed during this meeting time in lieu of the items set forth above.
- ii. Teacher Meeting Time will not be held during weeks containing scheduled time for conferences.
- iii. Duty time on Wednesdays outside of the Student Day and Meeting Time may be directed by administrators as needed to support building needs.
- iv. **Mandatory Attendance:** All teachers, including part-time teachers, will be expected to be in attendance during the Teacher Meeting Time unless they are out for an approved absence reason subject to the discretionary and accumulative leave provisions of the CBA, or have a district approved schedule that does not include Teacher Meeting Time.
- v. **Coaches/Advisors:** Extracurricular coaches and advisors are expected to participate in Teacher Meeting Time and to make arrangements with assistant coaches and/or volunteers and/or in the scheduling of practices to accommodate the Teacher Meeting Time schedule.
- vi. If a special accommodation is needed by a part-time teacher or a coach/advisor, those arrangements must be approved by the building administrator and reviewed and approved by the Executive Director of Human Resources in

advance of the school year or coaching season.

- vii. Impact of School Holidays or Non-Instructional Days: The daily schedule established in Exhibit A will be applicable for each day of the week notwithstanding weeks in which there are school holidays or student non-contact days. (e.g. Wednesday Teacher Meeting Time will occur as scheduled even if Friday in that week is a school holiday). Teacher Meeting Time may be cancelled by the building administrator or by the District if needs arise, and this cancellation will be communicated to the teachers at least two (2) days in advance whenever possible. A calendar of the year's Teacher Meeting Time dates will be developed by the Assistant Superintendents and shared with teachers prior to each school year.

**4. Teacher Duty Day Schedule on Non-Student Contact Days.**

District wide staff development days, workshop days, and other non-student contact teacher duty days will be 7.50 hour duty days for teachers. The schedule at all sites on these days will be 7:30 – 4:00 with an hour for lunch (11:15-12:15) during full day schedules and 7:30 – 11:15 for half day schedules. Modifications to this schedule must be communicated and agreed to in advance with the SCEA;

**5. Duration.**

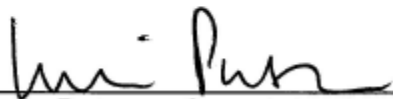
The parties agree that unless a new agreement is reached prior to June 30, 2027, this MOU applies to the 2024-2025, 2025-2026, 2026-2027 school years and agree to meet and discuss the impact of these time parameters beginning in January, 2025.

Dated: 02/21/2024

SCEA:

School District 742:

  
Chris Erickson, President

  
Laurie Putnam, Superintendent

**TEACHER DUTY DAY 2024-2025**

**Exhibit A**

Teacher Duty Day of Seven Hours and Fifteen Minutes (7.25) hours on M-T-TH-F

Teacher Duty Day of Eight Hours and Fifteen Minutes (8.25) hours on Wednesdays

7.25 Total Hours of Flexible Work Time to be split between Workshop Week and Following Trimester 2

<b>Duty Day Parameters</b>					
<b>Wednesday Teacher Meeting Time:</b>					
<ul style="list-style-type: none"> <li>• Principal Directed Meeting Time (One Hour),                             <ul style="list-style-type: none"> <li>○ A one-hour school wide meeting to support district instructional priorities which may include professional development, or time working in grade level, department, or cross district teams to analyze curriculum, plan for instruction, or otherwise respond to data driven identified needs of the students they serve.</li> <li>○ One Wednesday per month may be used for a staff meeting during this Wednesday time.</li> </ul> </li> <li>• <b>Student Success Time:</b> Monday, Tuesday, Thursday and Friday Duty Time Outside the Student Day.</li> </ul>					
SCHOOL	STUDENT HOURS OF ATTENDANCE	LENGTH OF DAY	ARRIVAL OF FIRST BUS	TEACHER DUTY DAY M/T/TH/F	TEACHER DUTY DAY Wednesday
				7.25 hr/day	8.25 hr/day
<b>ELEMENTARY and KENNEDY</b>	7:35-2:05	6 hours 30 minutes	7:20-7:25	7:15 – 3:00 SST: 2:15-3:00	7:15 – 4:00 Mtg: 2:30-4:00
<i>Talahi</i>	7:40-2:10	6 hours 30 minutes	7:20-7:25	7:15 – 3:00 SST: 2:15-3:00	7:15 – 4:00 Mtg: 2:30-4:00
<b>SECONDARY</b>	8:35-3:20	6 hours 45 minutes	8:15	7:45 – 3:30 SST: 7:45-8:30	7:15 – 4:00 Mtg: 7:15-8:15
<b>PRE-SCHOOL Quarryview</b>	9:15-12:15 1:05-4:05	3 hours	9:15 1:15	8:30 – 4:15 SST: 8:30-9:15	7:30 – 4:15 Mtg: 7:30-9:00
<b>PROGRAMS</b>					
KJEC	9:20-3:50	6 hours 30 minutes	9:05	8:15-4:00 SST: 8:15-9:00	7:15 – 4:00 Mtg: 7:15-8:15
InStep	9:20-3:50	6 hours 30 minutes	9:05	8:15-4:00 SST: 8:15-9:00	7:15 – 4:00 Mtg: 7:15-8:15
Roosevelt	9:20-3:50	6 hours 30 minutes	9:05	8:15-4:00 SST: 8:15-9:00	7:15 – 4:00 Mtg: 7:15-8:15
CO2	8:10-2:55	6 Hours 45 Minutes	7:55	7:50 – 3:35 SST: 2:55-3:35	7:00 – 3:45 Mtg: 3:00-4:00
Clara’s House	8:15-3:00	6 Hours 45 Minutes	8:00	7:30-3:15 Embedded	7:00 – 3:45 Mtg: 3:00-4:00
180 Degrees	8:30-3:00	6 Hours 30 Minutes	N/A	7:30-3:15 SST 7:30-8:15	7:15 – 4:00 Mtg: 7:15-8:15

**Note:** Nothing in this schedule modifies the expectation that administrators and teachers must meet the professional obligations of their positions. The parties recognize the district’s obligation to meet the needs of students and parents, and to address important school business in a timely manner, and at times this will require teachers to attend to school business notwithstanding the schedule set forth above. The commitment to honoring student success time on Mondays, Tuesdays, Thursdays and Fridays is intended to avoid the scheduling of regular operational meetings on these days and not to prevent the district from conducting important school business. This schedule is subject to the management rights of the district and to Section 20.1 of the teacher contract which states as follows: *It is recognized that teachers are professionals; and therefore, they will meet the obligations of the position, including attendance at parent conferences, parent meetings/ IEP staffings, department meetings, faculty meetings, staff training sessions, and such other responsibilities that are reasonably required even when they extend beyond the scheduled duty day. Every effort will be made to schedule these meetings within the duty day.*

**2024-2025**  
**MEMORANDUM OF AGREEMENT**  
**Regarding New Teacher Induction and Mentoring Program**

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

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

WHEREAS, in 2015, the District and the SCEA entered into a Memorandum of Understanding to establish a three-year program (“program”) for new teacher induction to better prepare teachers that are new to the profession or new to the district to meet the educational needs of their students. Year One of that program began with teachers who were new to the district for the 2015-2016 school year, and the program has been modified from year-to-year to meet the needs of teachers; and

WHEREAS, the District and the SCEA desire to modify the new teacher induction and mentoring program to better serve the purposes of the program and the needs and interests of teachers. The program will have separate tracks for two groups of teachers and teachers will be assigned to the appropriate track by the District based on their license and teaching experience:

1. **New to Profession Teachers:** Tier 1, Tier 2, Tier 3 or Tier 4 teachers who have not been tenured in the State of Minnesota.
2. **Experienced Teachers:** Tier 3 or Tier 4 Teachers who have completed three consecutive years of teaching in a Minnesota District or charter school, or who have been tenured in the State of Minnesota, or who have equivalent experience in other states, but who are new to District;

WHEREAS, in addition to the requirements of New Teacher Academy set forth below, pursuant to their individual contracts with the District, Tier 1 Teachers will also participate in up to two (2) additional days of professional development time in preparation for the start of the school year, and up to 18 additional hours of professional development or job coaching outside of the teacher duty day throughout the school year to be scheduled by the department to which the teacher is assigned with no additional compensation;

WHEREAS, Tier 2 Teachers, and Tier 3 or Tier 4 Teachers who have accepted an assignment outside of their license area (OFF), may be expected to complete additional professional development and preparation time in addition to New Teacher Academy, to be determined and scheduled by the department to which they are assigned and compensated as provided below.

WHEREAS, the parties intend that all stipends and program requirements related to the program beginning with the 2024-2025 school year and forward will be controlled by this revised Memorandum, regardless of when a teacher began their service in the district, and that participation in the program as set forth below will be mandatory for new teachers.



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

1. **New to Profession Teachers – Program Requirements**

a. **Year One:**

- i. Four Days in New Teacher Academy in August (in addition to human resources orientation as provided in Section 21.4 of SCEA Contract);
- ii. Three 2-Hour New Teacher Academy sessions during the school year;
- iii. Engage with new teacher support during student success time at least two times per month;
- iv. Engage in additional coaching or support as needed with mentor, grade level academic leads, literacy specialists, math specialists, due process coaches or others to support growth and development in instructional practice.
- v. Complete two peer observations or self videos and participate in a reflective conversation with a Grade Level Academic Lead, Specialist or Mentor.

b. **Years Two and Three:**

- i. Two Days in New Teacher Academy in August (Year 2 Teachers);
- ii. One Day in New Teacher Academy in August (Year 3 Teachers);
- iii. Two 2-Hour New Teacher Academy sessions during the school year
- iv. Engage with new teacher support during student success time at least two times per month;
- v. Engage in additional coaching or support as needed with mentor, grade level academic leads, literacy specialists, math specialists, due process coaches or others to support growth and development in instructional practice.
- vi. Complete two peer observations or self videos and participate in a reflective conversation with a Grade Level Academic Lead, Specialist or Mentor.

c. **Compensation for Participation:**

- i. Year One: \$1,000 stipend paid in two installments with \$500 on August 31 and \$500 on May 31;
- ii. Year Two and Three: \$500 stipend paid in two installments with \$250 on August 31 and \$250 on May 31;
- iii. Failure to Complete Program Requirements: If a teacher fails to fulfill the requirements of the program as set forth above, the District reserves the right to rescind any stipend pay in part or in full through payroll deduction.

2. **Experienced Teachers – Program Requirements:**

- a. Four days of New Teacher Academy in August (in addition to human resources orientation as provided in Section 21.4 of SCEA Contract);
- b. Three 2-Hour New Teacher Academy sessions during the school year (Attendance Optional);
- c. Compensation for successful participation will be a \$500 stipend paid on August 31;

3. **Mid-Year Hires:**

- a. Hired after New Teacher Academy, but before January 1:
  - i. Attend a meeting with the identified district contact for New Teacher Academy based on the teaching position of the new hire on human resources orientation day;
  - ii. Join appropriate group from above.

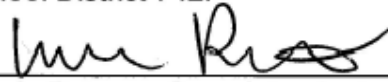
- iii. Other requirements and stipends will be prorated based on start date.
  - b. Hired after January 1:
    - i. If hired for the remainder of the year, will meet with assigned mentor;
    - ii. If renewed by District for the following school year, and were new to profession, will join the Year One program for that new school year.
    - iii. Teachers hired after January 1 will not be eligible for a stipend.
4. **Tier 1 Teachers and Teachers on an Out of Field Permission (OFP)**
- a. Tier 1 teachers and Teachers in an Assignment requiring an Out of Field Permission (OFP) may be required to complete additional professional development time in August or during the school year as determined by their supervisor. This may include up to two (2) additional days of professional development time in preparation for the start of the school year, and up to 18 additional hours of professional development or job coaching outside of the teacher duty day throughout the school year to be scheduled by the department to which the teacher is assigned. For Tier 1 teachers this additional time is included in their contract. For Tier 2, 3, or 4 licensed teachers on an OFP, this additional time will be compensated by timecard at the summer stipend rate for time outside the school year and at the hourly rate for time outside the teacher duty day.
5. **Peer Collaborators:** The District will select teachers to serve as Peer Collaborators to fulfill the peer evaluation functions of the teacher evaluation and professional development process. Peer Collaborators will receive an annual stipend of \$1,250.00 on June 15 following completion of the peer review responsibilities as set forth in the job description attached as Exhibit A.
6. **Waiver of Precedence:** The parties agree that this agreement is intended for this circumstance only and will not constitute a binding precedent or past practice applicable to any future circumstance.

SCEA:



Chris Erickson, President

School District 742:



Laurie Putnam, Superintendent

\*Updated July 9, 2024

<b>New to Profession Teachers</b>	Tier 1, Tier 2, Tier 3 or Tier 4 Teachers with less than three consecutive years of experience in a licensed teaching position
Year One Requirements	<ul style="list-style-type: none"> <li>i. Four Days in New Teacher Academy in August (in addition to human resources orientation as provided in Section 21.4 of SCEA Contract);</li> <li>ii. Three 2-Hour New Teacher Academy sessions during the school year;</li> <li>iii. Engage with new teacher support during student success time at least two times per month;</li> <li>iv. Engage in additional coaching or support as needed with mentor, grade level academic leads, literacy specialists, math specialists, due process coaches or others to support growth and development in instructional practice.</li> <li>v. Complete two peer observations or self videos and participate in a reflective conversation with a Grade Level Academic Lead, Specialist or Mentor.</li> </ul>
Year One Compensation	\$1,000 stipend paid in two installments with \$500 on August 31 and \$500 on May 31
Year Two and Three Requirements	<ul style="list-style-type: none"> <li>i. Two Days in New Teacher Academy in August (Year 2 Teachers);</li> <li>ii. One Day in New Teacher Academy in August (Year 3 Teachers);</li> <li>iii. Two 2-Hour New Teacher Academy sessions during the school year</li> <li>iv. Engage with new teacher support during student success time at least two times per month;</li> <li>v. Engage in additional coaching or support as needed with mentor, grade level academic leads, literacy specialists, math specialists, due process coaches or others to support growth and development in instructional practice.</li> <li>vi. Complete two peer observations or self videos and participate in a reflective conversation with a Grade Level Academic Lead, Specialist or Mentor.</li> </ul>
Years Two and Three Compensation	\$500 stipend paid in two installments with \$250 on August 31 and \$250 on May 31; Failure to Complete Program Requirements: If a teacher fails to fulfill the requirements of the program as set forth above, the District reserves the right to rescind any stipend pay in part or in full through payroll deduction.

<b>Experienced Teachers</b>	Tier 3 and Tier 4 Teachers who have at least three consecutive years of experience in another Minnesota district or equivalent experience in another state.
Year One Requirements	<ul style="list-style-type: none"> <li>i. Four days of New Teacher Academy in August and an additional ½ day of human resources orientation;</li> <li>ii. Three 2-Hour New Teacher Academy sessions during the school year (Attendance Optional);</li> </ul>
Year One Compensation	\$500 stipend paid on August 31; Failure to Complete Program Requirements: If a teacher fails to fulfill the requirements of the program as set forth above, the District reserves the right to rescind any stipend pay in part or in full through payroll deduction.

## MEMORANDUM OF UNDERSTANDING Support for Special Education Teachers

*Between*

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

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

WHEREAS, the parties are in the process of bargaining of the 2023-2025 Collective Bargaining Agreement (“CBA”) including changes to the terms and conditions of employment for members of this bargaining unit; and

WHEREAS, in the process of bargaining, the district and the SCEA have engaged in dialogue and problem solving to address the unique demands facing special education teachers in meeting the requirements of their positions; and

WHEREAS, the need for additional supports to address critical needs for special education staff need to be addressed in advance of the settlement of the 2023-2025 CBA; and

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

NOW, THEREFORE, the District commits to the following during the 2023-2025 contract period:

1. Teacher Protected Time: The District has designated the unassigned time outside of the student instructional day as Teacher Protected Time and will work diligently to protect this time for special educators; and
2. Supplementary Duties: The Assistant Superintendent of E-12 Educational Services will work with principals and directors who supervise special education programming in their buildings to remove supplementary duties such as bus duty, lunchroom supervision, and extra team assignments from special education teachers and service providers to allow additional time to meet due process, specialized transportation, and student service requirements; and
3. Clerical Support: The district will provide clerical support at all sites to assist in arranging meetings, creating meeting notices, copying documents and assisting with meeting (virtual or in-person) preparation. Clerical support at McKinley will

be provided by McKinley clerical staff; and

4. Paraeducator Schedules: Special education paraeducator schedules will include 30 minutes per day outside of the student instructional day to support transportation and transition time. An intentional student consultation meeting between case managers and non-licensed special education staff members will be built into the teacher contract day at least once each trimester; and
5. Pay for Missed Prep and Lunch: Special education teachers and service providers who miss their prep period or lunch period in order to provide critical service to students will be compensated for the missed lunch or prep time at the hourly rate provided they complete the form and procedures established for this purpose. The schedules and supports of teachers or service providers who repeatedly experience missed prep or lunch will be reviewed by the Assistant Superintendent of E-12 Educational Services or designee in consultation with the building principal or director to address any obstacles to consistent and scheduled prep and lunch periods. Building principals and SPED Supervisors will meet with special education teachers at least once a trimester or more if needed to establish routines and plans for prep and lunch coverage; and
6. Staffing Days: Assistant Superintendent of E-12 Educational Services will work with building principals and directors to establish a regular schedule of staffing days to support planning for IEP meetings with classroom coverage; and
7. Due Process Time: The district will provide the following supports to teachers to assist with the timely and proficient completion of due process responsibilities:
  - a. Each licensed Special Education classroom teacher will receive 3 full days per year of due process time to be used one each trimester. Special education classroom teachers will receive seven hours of paid time for each day a trimester due process day is requested, but the district is unable to provide a substitute teacher. Teachers will also have the option to use up to seven hours of paid time in lieu of using a substitute teacher for a due process day.
  - b. In addition to the due process days listed above, special education teachers and service providers may request additional hours of paid hourly time to complete due process activities over the course of the school year if extraordinary circumstances require (e.g. multiple IEPs or evaluations due on a compressed timeline).
8. Professional Support Time. The district will provide a schedule of professional development opportunities for Special Education Teachers through due process nights. Licensed special education staff can attend these one (1) hour professional development sessions and be paid to attend. These professional


development trainings will be required for year one (1) New Teacher Academy participants.

9. SPED Scheduling Time. The parties agree that elementary and secondary SPED case managers who need to create student schedules will be provided up to eight (8) hours of time per year. The scheduling of this time must be pre-approved by their supervisor and teachers will be paid the hourly rate for this time to complete schedules outside the duty day.
10. Para Scheduling Support. To support para scheduling each morning, one teacher per general education site will be paid daily for one hour at the regular hourly rate each day school is in session (169 instructional days). Teacher (s) will be chosen by the SPED Supervisor of the building and the Supervisor will determine the rotation if needed.
11. Caseloads. The Assistant Superintendent of E-12 Educational Services will meet with the SCEA president once per trimester to review any concerns from SCEA regarding caseloads/class sizes for particular teachers.
12. Level IV Program Stipends. Special education educators who are assigned full time to a Level IV program at Roosevelt Education Center or Katherine Johnson Education Center (including InnStep) will receive a \$2,000 annual stipend, payable in two installments on 12/15 and 5/30. Employees must be in paid service to receive the stipend.
13. SLP and OT Step Placement. In order to improve our efforts to recruit and retain Speech Language Pathologist sand Occupational Therapists in the district, these positions will be placed on the MA+40 pay lane for all staff in these positions with a Masters degree or greater beginning with the 2024-2025 school year. For current staff who are not placed on the MA+40 pay lane based on their educational preparation, they will be moved to that pay lane for 24-25 based on the following protocol:
  - a. Those on MA or MA+10 pay lane will be placed on the step in MA+40 pay lane with a pay level that is closest but not less than the step they would have been on in the MA lane, plus one additional step.
  - b. Those on MA+20 or MA+30 pay lanes will be placed on the step in the MA+40 pay lane with a pay level that is closest but not less than the step they would have been on in the MA lane, plus two additional steps.
14. Review: The supports provided in paragraphs 1-11 above will be reviewed with the SCEA in April of 2025 to determine whether these measures have been effective in supporting the work of special education teachers and service providers. The district reserves the right to modify or discontinue any of these supports after June 30, 2025, at its sole discretion, based on the needs of students and the budgets of the district.

SCEA:

School District 742:

  
Chris Erickson, President

  
Laurie Putnam, Superintendent

## MEMORANDUM OF AGREEMENT

### Micro-Credentials for Lane Advancement Credits

*Between*

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

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

WHEREAS, the parties are in the process of bargaining for the 2023-2025 Collective Bargaining Agreement (“CBA”) including changes to the terms and conditions of employment for members of this bargaining unit; and

WHEREAS, in the process of bargaining, the district and the SCEA have engaged in dialogue and problem solving to address the need for rigorous, relevant and affordable lane change credit options from non-traditional sources; and

WHEREAS, micro-credentials are a fairly new, professional development option available to educators and the District and SCEA would wish to pilot this option for teachers during the 2023-2025 contract period; and

WHEREAS, the SCEA and the District have worked collaboratively to establish guidelines for micro-credentials from jointly approved entities to be available for lane change credit; and

NOW, THEREFORE, the District and the SCEA commit to the following options for micro-credentials during the 2023-2025 contract period:

1. **Definition of Micro-Credential.** Micro-credentials allow the learner to both learn and validate a skill set. They focus on competencies and empowering educators to engage with their content and guide their own learning opportunities by choosing the time, place, path, pace, and application of the micro-credentials. They are assessment-based records that prove focused learning achievements that may be stand-alone or part of a larger study program.



**Micro-credentials:**

- Are a record of focused learning
- Are assessment-based
- Come from a competent organization
- Offer stand-alone value
- Define a skill or educational goal
- Require the learner to prove competence in the skill

To make the course of study an effective micro credential opportunity, it will ideally come from a university or educational leader. Since micro-credentials are bite-sized chunks of learning, they take less time. They also often offer flexible learning environments, such as online courses. After completing the study, you receive a digital badge, micro-award, certificate or other evidence to validate the credential.

**2. Micro-Credentials Eligibility for 742 Teacher Lane Change.**

1. Micro-credentials may be used to support advancement from the MA lane through the MA+40 lane, or from the BA lane through the BA+40 lane, but may not support moving to or beyond the MA lane until completion of an approved Master's Program;
2. Teachers can make no more than two (2) lane changes per school year (this includes the summer recess preceding the school year.)
3. Submission Dates: Salary lane advancements will be processed during the school year, on January 31 and June 15, provided the teacher submits the following to the Human Resources Office at least ten (10) calendar days in advance of these dates and using the same guidelines as traditional lane advancement in the CBA:
  - a. A personal record of micro-credentials earned including any badges/certificates and District 742 Professional Development Credits
  - b. Written evidence of prior administrative approval of micro-credentials
  - c. Written application for lane advancement.
4. It is the responsibility of the teacher to keep a record of the Professional Development Credits and micro-credentials earned.
5. Salary lane advancements earned through attaining District 742 Professional Development Credits will be permanent and irrevocable.

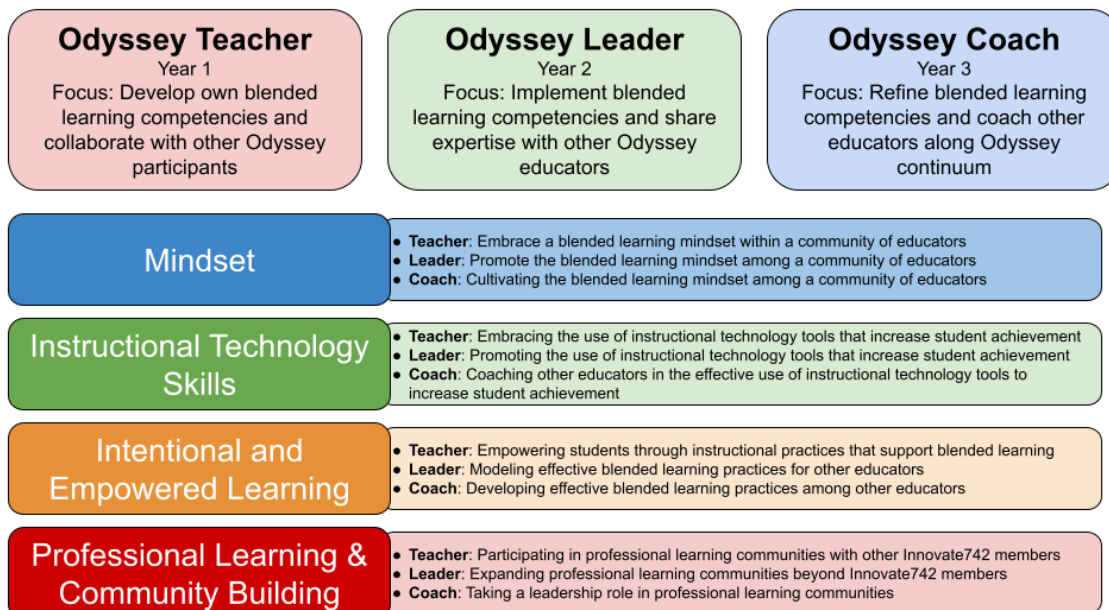
**3. Micro-Credential Options for 2023-2025 Contract Period.** For the 2023-2025 contract period, the District will recognize micro-credentials from the following sources:

**A. National Education Association:** NEA offers over 175 micro-credentials that have been created by educators for educators. *Any member of the SCEA may participate in NEA micro-credential courses with no tuition or fees.*

Earning Micro-credentials Through NEA:

- 1) A teacher must complete the Professional Advancement Record and obtain pre-approval of the proposed course work from the supervising principal and Assistant Superintendent, including a statement of relevancy for each course;
- 2) All relevant courses through the NEA will be subject to accelerated approval by the Assistant Superintendents;
- 3) Any micro-credentials awarded Teachers during this pilot period will earn the equivalent of one graduate credit towards lane advancement for each preapproved micro-credential earned.

**B. Odyssey Program:** The Odyssey program is a cohort-based program for up to 25 teachers offered by the District and focused on developing four teacher competencies in self-paced mastery based learning as follows: 1. Mindset; 2. Instructional Technology Skills; 3. Intentional and Empowered Learning; and Professional Learning and Community Building. This is a three-year cohort program and participants must commit to all three years. Participants will earn 4 micro-credentials per year for a total of 12 micro-credentials. The District is partnering with St. Cloud State University (SCSU) to create an option for participants to also earn SCSU graduate credits based on completion of the program. Below is a chart outlining the competencies and structure of the program and its requirements. *Any 742 teacher may participate in the Odyssey program with no tuition or fees.*



Participants in the program will complete the following requirements:

- 1) Attend Odyssey Summer Academy (2 days);
- 2) Create a personalized professional learning plan each year;
- 3) Attend all face to face and digital Professional Learning sessions;
- 4) Complete all playlists or reflections;
- 5) Earn all 4 Micro-credentials to move to the next level;
- 6) Engage with Innovation Coaches in coaching cycles throughout the process;
- 7) Share your learning and experience with others in your curriculum area, at your school, and across the district;

Earning Micro-credentials for the Odyssey Program.

- 1) A teacher must complete the Professional Advancement Record and obtain pre-approval of the proposed course work from the supervising principal and Assistant Superintendent, including a statement of relevancy for the program and a commitment to complete all three years of the program;
  - 2) A teacher will earn four (4) micro-credentials per year for each year of the program for a total of 12 micro-credentials;
  - 3) 12 Micro-credentials from the Odyssey Program will earn the equivalent of 10 graduate credits to be used toward one lane change;
  - 4) A Teacher who elects to participate in this program who is already on Lane MA+40 and is no longer eligible for lane advancement, will earn a one-time stipend of \$1,500 upon completion of the program.
4. **Review:** During the 2023-2025 contract period, the District and SCEA will monitor the participation in these micro-credential programs and will consider adding these options to the contract during bargaining of the 2025-2027 Collective Bargaining Agreement if there is sufficient participation and interest from teachers.

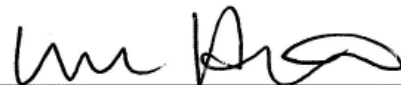
Dated: 03/21/2024

SCEA:

School District 742



Chris Erickson, President



Laurie Putnam, Superintendent

## MEMORANDUM OF AGREEMENT

### Regarding Continuing Contract Rights for ECFE and ABE Teachers

*Between*

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

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

WHEREAS, the parties have completed bargaining of the 2023-2025 Collective Bargaining Agreement (“CBA”) regarding changes to the terms and conditions of employment for members of this bargaining unit, but wish to address the continuing contract rights of ECFE and ABE teachers based on new statutory changes through this Memorandum of Agreement (MOA); and

WHEREAS, during the 2023 legislative session, the legislature enacted changes to the definition of “teacher” for purposes of PELRA and the Continuing Contract Law, Minnesota Statutes §122A.40, that impacts Early Childhood and Family Education (ECFE) and Adult Basic Education (ABE) teachers; and

WHEREAS, pursuant to Minnesota Statutes §122A.26, an Early Childhood and Family Education (ECFE) or Adult Basic Education (ABE) teacher who teaches in an ECFE or ABE program which is offered through a community education program which qualifies for community education aid or ECFE aid must meet licensure requirements as a teacher and must fall within the definition of “teacher” for purposes of PERLA to be included within the teachers’ appropriate unit and covered by the terms of this Master Agreement; and

WHEREAS, effective for the 2023-2024 school year and later, ECFE and ABE teachers covered by this Master Agreement shall fall within the definition of a teacher for purposes of Minnesota Statutes, section 122A.40, subdivision 1; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definition of Teacher: Effective for the 2023-2024 school year and later, ECFE and ABE teachers covered by this Master Agreement shall fall within the definition of a teacher for purposes of Minnesota Statutes, section 122A.40, subdivision 1.

2. Probationary Period: In accordance with Minnesota Statutes §122A.40, subdivision 5 and Minnesota Statutes §122A.26, the probationary period of ECFE and ABE teachers who taught for three consecutive years for the School District or another district or charter school in Minnesota or another state shall be one (1) year, which for ECFE and ABE teachers currently employed by the School District shall commence to accrue as of July 1, 2023, or upon employment with the School District thereafter. For all other ECFE and ABE teachers, the probationary period shall be three (3) school years of continuous service.
3. Hours of Service, Duty Day, Duty Week, and Duty Year: Because of the unique scheduling needs for ECFE and ABE classes, the hours of service, duty day, duty week, and duty year for ECFE and ABE teachers shall be as assigned by the School District and may be modified from time to time based upon the needs of the ECFE and ABE programs. Hours of service, Duty Day, Duty Week and Duty Year will not be subject to the provisions of Articles XX and XXI of the CBA.
4. Compensation: ECFE and ABE teachers shall be compensated based on the hourly teacher rate unless they are teaching sufficient hours to qualify as a .50FTE teacher, at which point they shall be compensated pursuant to Article VI and the salary schedule based on the FTE they are assigned. If they subsequently fall below a .50 FTE they shall return to an hourly teacher rate of compensation.
5. Applicable Sections of the Master Agreement: ECFE and ABE teachers shall be covered by all articles of the CBA, except to the extent such provisions conflict with this MOA, in which case the provisions of the MOA will control.
6. Duration: The parties agree that this MOA reflects changes in law that control the continuing contract rights of ECFE and ABE teachers. This MOA represents the complete agreement between and may be amended only by written agreement of the parties or by incorporation of these provisions into a future CBA between the parties.

Dated: 02/21/2024

SCEA:

School District 742:

  
Chris Erickson, President

  
Laurie Putnam, Superintendent

## MEMORANDUM OF UNDERSTANDING Regarding Teacher Support

*Between*

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

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

WHEREAS, the parties completed bargaining of the 2021-2023 Collective Bargaining Agreement (“CBA”) that included changes to the terms and conditions of employment for members of this bargaining unit; and

WHEREAS, in addition to the agreements reflected in the CBA, the parties reached additional agreements on strategies for teacher support that will assist teachers in meeting the demands of their positions for teacher support that are best addressed outside of the CBA due to variable or unique funding opportunities available during this contract period; and

WHEREAS, the SCEA and the District collaborated to establish clear and specific guidelines for these agreements for the 2021-2023 school years;

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

1. **Elementary Benchmarking and Progress Monitoring Time.**

The parties agree that Kindergarten through fifth grade classroom teachers will be provided with a substitute teacher for up to 1½ days per year in no less than ½ day increments, to allow them time for progress monitoring with their students. A progress monitoring schedule will be developed by the building principal to maximize the use of substitute teachers and to minimize disruption to the building.

2. **EL Scheduling Time.**

The parties agree that secondary EL teachers who are assigned to create student schedules will be provided eight (8) hours per year (4 hours in August and 4 hours in May). The scheduling of this time must be pre-approved by their supervisor and teachers will be paid the hourly rate for this time to complete schedules outside the duty day.

3. **Agreement to Meet and Confer.** The District agrees to meet in February of 2025 at the initiation of the SCEA to review the agreements regarding teacher support set forth herein.

Dated: 02/21/2024

SCEA:

School District 742:

  
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