

**ST. CLOUD ADMINISTRATORS'
ASSOCIATION**

MASTER CONTRACT

2007-2009

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**AN AGREEMENT BETWEEN ST. CLOUD AREA SCHOOL DISTRICT 742 AND
DISTRICT 742 ADMINISTRATORS' ASSOCIATION**

**ARTICLE I
PURPOSE**

This Agreement, entered into between St. Cloud Area School District 742, St. Cloud, Minnesota, hereinafter referred to as the School District or District and the District 742 Administrators' Association (certified by the Director of the Bureau of Mediation Services as the exclusive representative) hereinafter referred to as the Administrators' Association or Association, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Principals, Assistant Principals, Directors and Assistant Directors for the term of this Agreement and to promote orderly and constructive relationships between the School District and the employees of this unit.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 2.1 Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Administrators' Association, as the exclusive representative of Principals and Assistant Principals employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this agreement.

It is recognized that one (1) representative; namely, the St. Cloud Administrators Association, represents two (2) separate bargaining units as certified by the group Bureau of Mediation Services, one (1) covering the Principals and Assistant Principals and the second unit covering the Directors and Assistant Directors. Both have been considered in the salary schedule and placement information. While the 1999-00 collective bargaining agreement names Principals and Assistant Principals, it is agreed by parties that this Letter of Agreement and the 1999-00 collective bargaining agreement shall fully apply to members of both the Principals and Assistant Principals group as well as the Directors and Assistant Directors group, just as though separate documents were provided.

The parties also agree that the groups remain separate as certified by the Bureau of Mediation Services and nothing in this agreement shall be construed to change the status of the separate certifications.

Section 2.2 Unit Dispute: Disputes, which may occur over the inclusion or exclusion of proposed new or revised positions in the unit, shall be subject to the meet and confer process. If the dispute is not resolved, the issue shall be referred to the Bureau of Mediation Services for determination.

**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 other than employer payment of, or contribution to, premiums for group insurance coverage for retired employees or severance pay. Shall also mean the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the School District.

Section 3.2 Principals, Assistant Principals, Directors and Assistant Directors: Shall mean any Principal, Assistant Principal, Director and Assistant Director in the appropriate unit employed by the School District in a position for which the person must be licensed by the State Board of Education; and who devotes at least fifty percent of his/her time to the duties of Principal, Assistant Principal, Director and Assistant Director but shall not include Superintendent, Assistant Superintendents, confidential employees, licensed supervisors who are not required to be licensed by the State Board of Education, and all other employees. This unit shall include all Principals, Assistant Principals, Directors and Assistant Directors employed by the School District, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 100 work days per year, excluding all other employees. The term "employee" as used herein will refer to Principals, Assistant Principals, Directors and Assistant Directors.

Section 3.2.1 Part Time: A part time employee is one who is assigned the duties of a Principal or Assistant Principal for less than fifty percent of the normal workweek.

Section 3.3 School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 3.4 Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

**ARTICLE IV
SCHOOL DISTRICT RIGHTS**

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 and selection and direction and number of personnel.

Section 4.2 Management Responsibilities: The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 4.3 Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and nonteaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void without force and effect.

Section 4.4 Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management function not expressly delegated in this Agreement are reserved to the School District.

Section 4.5 Administrative Hiring Procedures: "The Administrative Hiring Procedures," with mutually agreed upon updates, will be used for administrative hiring. Deviations from these procedures shall be subject to review and discussion between the District and the Association prior to enacting a proposed change.

Section 4.6 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 School District 742. The School District and the Association agree to the terms and conditions which are set forth in School District Policy #416, Employee Drug and Alcohol Testing which was adopted by the Board of Education on May 23, 1996 and revised in December 14, 2001. This board policy will allow the School District (under the conditions specified in the policy) to require an employee to submit to drug and/or alcohol testing. If there is a change to the policy that affects terms and conditions of employment, then the implementation of the policy will be subject to negotiations.

ARTICLE V EMPLOYEES' RIGHTS

Section 5.1 P.E.L.R.A. Rights: The School District recognizes all employees' rights as provided for in the P.E.L.R.A.

Section 5.2 Dues and Fair Share Fee Deductions: The School District shall deduct from the wages (by payroll deduction) the yearly dues of the Association for all employees who authorize such deductions in writing. Provided, that the deduction of such dues, and the proceeds thereof, shall be waived in the event the employee loses the right to dues deduction pursuant to the P.E.L.R.A. Act.

1. The deduction shall be made by payroll deduction based on the number of checks received by the employee.
2. The total amount of yearly dues for one Local, State and National Organization and the amount to be deducted shall be specified by the employee on the authorization card furnished by the Association.
3. The Association shall indemnify and save harmless the School District for the deductions made under this authorization.
4. All dues deducted by the School District, pursuant to the authorization of the employee, shall be promptly remitted to the Association.
5. Any employee included with the appropriate unit who is not a member of the exclusive representative shall be required, under the P.E.L.R.A. to contribute a fair share fee for services rendered by the Association. The School District, upon notification of the Association, shall deduct the requested fair share fee from the earnings of the employee and transmit the same to the Association as exclusive representative. In no instance shall the required contribution exceed a pro-rated share of the expenses incurred for services rendered by the Association in relationship to the negotiations and administration procedures.

Section 5.3 Transfers and Reassignments: The Association recognizes that the School District has the right to transfer or assign employees to any permanent administrative position in the same or lower position classification for which they are licensed. An employee assigned to a position with a lower salary classification will have his/her weekly salary frozen at its current level until such time as the weekly salary of the new position surpasses that level. Salary will be determined by the actual number of weeks contracted in the new position.

It is recognized that unique circumstances may exist where it is desirable to assign employees to positions at a higher classification on an interim (temporary) or special assignment basis (new positions and classifications). Effective with the 2007-2009 contract, if this is done, it shall be done in writing within ten days prior notice to the Association and for a period of not more than one year. At the end of that time, if the employee continues employment in the district, he/she shall return to his/her original position classification.

Interim or special assignment positions created in these circumstances will either be discontinued, or posted according to Board Policy, negotiated agreement, and/or State/Federal statutes.

The District and the Association recognize the value in a fair reassignment policy. The District shall use the administrative guidelines (Appendix B) for making reassignment decisions.

Section 5.4. Pursuant to the P.E.L.R.A. Nothing contained in this Agreement shall be construed to limit, to the expression or communication of a view, grievance, complaint, or opinion on any matter related to contract administration and the condition of public employment or their 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 5.5 Pursuant to M.S. 125.12, Subd. 14, as amended, all evaluations and files wherever generated related to each individual employee shall be available during regular school business hours to each employee upon his/her written request. A representative of this Association may, at the employee's request, accompany the employee in this review. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

ARTICLE VI LEAVES OF ABSENCE - SHORT TERM

Section 6.1. Short Term Leaves: Short term leaves of absence will be available to employees in accordance with the provisions of this Article.

Section 6.2 General Provisions

Subd. 1. Upon returning from any absence from contractual responsibilities, the employee shall complete the appropriate form.

Subd. 2. For illness and bereavement, the employee shall notify his/her unit as soon as practical. For all other short term leaves, the employee shall submit a written request to the Superintendent for written approval in advance of the requested date and shall outline the purpose for the leave.

Section 6.3 Accumulated Leave Days:

A. Accumulative leave is credited as follows:

Thirty-nine weeks	10.0 days	Forty-four weeks	11.5 days
Forty weeks	10.5 days	Forty-five weeks	11.5 days
Forty-one weeks	10.5 days	Forty-six weeks	12.0 days
Forty-two weeks	11.0 days	Forty-seven weeks	12.0 days
Forty-three weeks	11.0 days	Forty-eight weeks	12.0 days

B. The School District shall furnish each employee a written statement at the beginning of each school year setting forth total accumulated leave credited.

Section 6.4 Leaves with Accumulated Leave Deduction

A. One day of accumulated leave shall be deducted for each day of absence in accordance with Subdivisions 6.41 and 6.42 of this Section.

Subd. 6.41 Illness and Bereavement Leave

1. An employee may be absent from contractual duties for bereavement or serious illness of a member of the immediate family or for personal illness.
2. The immediate family is limited to the following: grandparents, parents, siblings, spouse, children, grandchildren, spouse's grandparents, spouse's parents, personal guardians, brothers-in-law, and sisters-in-law. For bereavement only, any person domiciled in the administrator's household is a member of the immediate family.
3. The maximum number of days that may be used for such absences are:
 - a. Bereavement--up to ten (10) days per year, but no more than five (5) days per incident.
 - b. Serious Illness--up to the total number of unused leave days for spouse or children. For other immediate family members up to five (5) days per year.
 - c. Personal Illness--up to the total number of unused accumulated leave days. If an employee is unable to return to work for medical reasons after exhausting accumulated leave, said employee shall be placed on health leave.

Subd. 6.42 Special Leave:

1. Special leave, not to exceed two days per year, may be granted to administrators. The leave is to be used for compelling personal business or obligations over which the administrator has no control and which cannot be consummated outside the school day without undue hardship.
2. Examples of legitimate claims for special leave will include, but are not limited to the following:
 - a) Matters relating to settlement of an estate in which person has legal interest.
 - b) Urgent legal matters.
 - c) Special examinations administered by universities in connection with degree programs.
 - d) Pallbearer or attendance at funeral services for person for whom the staff member feels a moral obligation and which is not covered in other leaves of absence.
 - e) Weddings in the family or an attendant at a wedding.
 - f) Compelling reasons resulting from a natural disaster.
 - g) Family crisis not covered by other leaves of absences.
 - h) Other emergencies beyond administrator's control.
 - i) Attendance at a game or event at MSHSL regional or state tournament or MSHSL final competition in which the employee's child is competing.

Section 6.5 Leaves with No Deduction**Subd. 6.51 Civic Responsibility Leave**

1. The School District may grant a leave of absence to an employee who has achieved a leadership position in civic activities. No employee will be granted more than five (5) days per year.

Subd. 6.52 Jury Duty

1. A leave of absence for jury duty shall be granted to employees who are summoned to serve in such capacity.
2. Employees serving on jury duty shall be paid their full salary less the amount received for jury duty, excluding mileage, for each day they would normally be on their job at school.
3. Employees on jury duty shall retain or accrue such benefits as they may have earned had they been in continuous employment.

Section 6.6 Injuries:

1. Employees who are injured during a school related activity may be absent up to five (5) school days if needed.
2. Employees who are injured during an assault at a school related activity may be absent up to ten (10) school days if needed.

Section 6.7 Leaves with Full Salary Deduction: Absences at full salary deduction but with no deduction from Accumulative Leave may be authorized by the School District when leave allowances have been exceeded or for unusual personal reasons, which justify the absence of the employee from contractual obligations.

**ARTICLE VII
LEAVES OF ABSENCE - LONG TERM**

Section 7.1 Leaves of Absence - Long Term: Long term leaves of absences will be available to contract employees in accordance with the provisions of this Article.

Section 7.2 General Provisions

Subd 7.21. Leaves of absences, which are granted pursuant to the provisions of this article, shall not constitute a break in the continued employment (seniority) status of the employee.

Subd. 7.22. Upon completion of an approved leave, the employee shall be returned to his/her position or to an equivalent contractual position, and unused accumulated leave days shall be restored. However, an employee on an approved leave may be placed on unrequested leave pursuant to the provisions of that article.

Subd. 7.23. All requests for long term leave must be submitted in writing to the Superintendent of Schools. The request shall indicate the proposed commencement and termination dates.

Subd. 7.24. The proposed return date shall be by mutual agreement.

Subd. 7.25. Leaves will not exceed twelve (12) months.

Subd. 7.26. Neither experience credit nor accumulated leave is earned during the time the Employee is on leave.

Subd. 7.27. Employees on leave shall maintain their eligibility to participate in the School District's group life, health and dental insurance programs and long term disability insurance, if eligible. Unless otherwise provided, the employee shall pay the premium(s) to the School District on or before the 20th of the month preceding the desired month of coverage.

Section 7.3 Leaves of Absence with Pay

Subd 7.31 Sabbatical Leave

1. Filing timelines--Written request for leave must be filed at least 120 calendar days prior to the commencement of such leave. Employees will receive written notification of said request within 45 calendar days of the date of submission.
2. Eligibility--To be eligible for such leave, the Employee must meet the following specific criteria.
 - a. The Employee must have served in a contract position for seven (7) consecutive years in the School District immediately preceding the commencement of the leave.
 - b. Approved leaves of absence except sabbatical leave will not constitute a break in the consecutive years as set forth above nor will they be counted as years of service.
3. Limitations and Conditions
 - a. It is also understood that only a reasonable number of employees will be allowed and shall be recommended by the Superintendent each year.
 - b. Any Employee granted leave must serve for two full consecutive years in the School District following completion of the leave. If an employee's service is discontinued for any reason other than being placed on unrequested leave of absence or on a health leave before expiration of the two years, the Employee shall remit to the School District a prorata share of the full amount of salary allowance of the School District's cost for group insurance premiums while on leave.
 - c. Sabbatical leave will be limited to a program of study approved by the School District.

- d. The School District reserves the right to reject any and all sabbatical leaves in times of financial distress as determined by the School District.
4. Approval--A leave of absence may be granted by the School District for continuing education, which in the judgment of the School District will improve the background, training and skills and enable such person to better serve the School District. All requests for Sabbatical leave shall state, and the School District shall consider, only the following criteria in making a judgment as to whether or not approval of a leave will benefit the School District in a substantial and reasonable manner:
 - a. The reason for the requested leave.
 - b. Details of plans as to how the employee intends to spend the time of the leave.
 - c. The benefits, which may be derived by the employee and the School District from the leave of absence.
 - d. A proposal as to how the duties and responsibilities can be assumed and carried out in the employee's absence.
5. Benefits--The following benefits will accrue to an employee on sabbatical leave.
 - a. Salary--An employee granted such leave for a full year shall receive one-half his/her current contract salary as if he/she were serving the School District, except as modified below.
 - (1) Receipt of fellowship, grants, or stipends shall not affect payment granted under conditions of a sabbatical leave.
 - b. Insurance--Payments towards the School District's insurance program will be continued for an employee on such leave as if the employee were serving full time in the School District.

Section 7.4 Leaves of Absence Without Pay

Subd. 7.41 Health Leave

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

Subd. 7.42 Professional Leave

1. A leave of absence may be granted by the School District for continuing education, which in the judgment of the School District, will improve the person's background, training skills and enable such person to better serve the School District.
2. All written requests for professional leave shall state, and the School District shall consider, only the following criteria in making a judgment as to whether or not approval of a leave will benefit this School District in a substantial and reasonable manner:
 - a. The reason for the requested leave.
 - b. Details of plans as to how the employee intends to spend the time of the leave.
 - c. Such benefits as may be derived by the employee and the School District from said leave of absence.
 - d. A proposal as to how the duties and responsibilities can be assumed and carried out in the employee's absence.
3. Written request for leave must be filed at least 120 calendar days prior to the commencement of such leave. Employees will receive written notification within 45 calendar days of the date of submission of said request.

Subd. 7.43 Child Care Leave:

An employee shall be granted a child care leave subject to the following conditions:

1. Written requests for such leave must be made at least 90 days prior to the estimated date of confinement or the date of home placement.
2. Leave will begin upon home placement of an adopted child, or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child or at such other date mutually agreed between the employee and the School District.

Subd. 7.44 Alternative Leave

1. A leave of absence for a full contract year may be granted by the School District for purposes of engaging in an alternative experience.
2. The School District shall have the sole authority to approve or deny such written requests based on criteria, which the School District deems appropriate. The School District in making its decision shall consider the availability of an adequate replacement for the employee making such a request.
3. Such request shall be submitted in writing and the employee shall state in detail 1) a full explanation of his/her reasons for requesting such a leave, 2) the total period of time the employee expects to be gone including beginning and returning dates, and 3) a full and complete address where the employee may be reached for any necessary communications.
4. The leave of absence may be preapproved at the sole discretion of the School District for a subsequent year under circumstances deemed appropriate by the School District.
5. If an employee at the onset of leave decides not to continue the benefit coverages during the period of the leave, he/she will be required to show evidence of insurability (submit a health history) at the time of return to employment with the School District.
6. Any additional benefits negotiated by the Association will not become available to the employee until he/she returns to full employment in the School District. This shall not affect the current insurance programs or revisions thereof.
7. The assignment and/or reassignment of staff is a School District prerogative. The placement of an employee returning from leave will be dependent on what the School District determines is in the best interest of the School District; however, the wishes of the employee regarding the assignment upon return from leave will be given consideration.

**ARTICLE VIII
UNREQUESTED LEAVE
GENERAL PROVISIONS**

Employees shall be placed on unrequested leave because of discontinuance of position, lack of pupils, financial limitations, or merger of classes (or assignments) caused by consolidation of districts in accordance with the provisions of Minnesota Statutes 122A.40, Subd. 11. (Attached as exhibit 3)

The School District and the St. Cloud Administrators' Association hereby agree that lanes AD and AE will be considered one (1) lane for seniority purposes for all current Association members. For any new members to the Association as of January 1, 2006, these lanes shall be deemed separate for seniority purposes.

**ARTICLE IX
VACATIONS AND HOLIDAYS**

Section 9.1 General Provisions

- A. Employees employed in this unit will follow a duty schedule. Employees may carry over a maximum of five (5) duty days from one (1) work year to the next.

Written notification shall occur no later than June 1st. Carry over days will not be paid off, if not used, nor may they be used to enhance any other benefit.

- B. Vacation or nonduty days not noted on the duty calendar may be used by any employee, and shall be flexible, and can be taken during the school term with prior written notice to the Superintendent.
- C. Guidelines regarding administrative "duty days" will be mutually agreed to and reviewed bi-annually by the Association and the District. Deviations from the guidelines will also be mutually agreed to. See Appendix A for guidelines.

Section 9.2 Paid Holidays for Administrative Personnel

<u>Weeks of Employment</u>	<u>Duty Days</u>	<u>Paid Holidays</u>
41 weeks	197 days	8 days
42 weeks	201 days	9 days
43 weeks	206 days	9 days
44 weeks	210 days	10 days
45 weeks	215 days	10 days
46 weeks	219 days	11 days
47 weeks	224 days	11 days
48 weeks	228 days	12 days

If an employee does not complete a contract year, the holidays will be pro-rated to the closest ½ day.

**ARTICLE X
GRIEVANCE PROCEDURE**

The following shall govern the handling of grievances between St. Cloud Area School District 742 and the District Administrators' Association.

Section 10.1 Definitions

- A. Grievant: The Aggrieved Party.
- B. Grievance: Grievance shall be construed to mean any dispute arising between the School District and the Administrators' Association as to the interpretation or application of any term or terms in this agreement.
- C. Days: Days shall mean calendar days excluding Saturday and Sunday, and legal holidays as defined by Minnesota Statutes.
- D. Reduced to Writing: Reduced to writing shall mean a concise statement outlining the nature of the grievance, the provision(s) of the agreement in dispute and the relief requested.
- E. Answer: Answer shall mean a concise response outlining the employer's position on the alleged grievance.
- F. Designee: The grievant or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 10.2 Adjustment of Grievance

Subd. 10.21

- Level 1: Any such grievance shall be brought to the attention of the Grievant's immediate supervisor within twenty (20) days after the date of the event giving rise to the grievance, who shall within five (5) days answer such alleged grievance. The Association or School District may be represented during any step of the procedure by any designated person or agent.

Subd. 10.22

- Level II:
- a. In the event such grievance is not satisfactorily settled within the time and as specified in Level I hereinbefore stated, then and in such event the grievant asserting the grievance may, within five (5) days after receipt of answer in Level I reduce such alleged grievance to writing, which shall specifically set forth the nature and character of the alleged grievance and the name of the persons involved, and shall be presented to the immediate supervisor.
 - b. After the presentation of such statement of grievance to the immediate supervisor as provided in "a", said grievant shall within five (5) days answer such alleged grievance.
 - c. In the event the immediate supervisor is the Superintendent of Schools, the grievant shall proceed directly to Level III.

Subd. 10.23

- Level III:
- a. In the event alleged grievance is not settled within the time and as specified in Level II hereinbefore stated, then and in such event the grievant may, within five (5) days after certified receipt of answer the expiration of the time specified in Level II, present the matter for consideration as provided in Level III, b, hereinafter stated, by delivering a copy of such alleged grievance together with a statement of the inability of the responsible Administrator to settle such alleged grievance to the Superintendent of Schools or his/her designee.
 - b. The grievant and the Superintendent of Schools and his/her designee shall within five (5) days thereupon agree upon a time mutually satisfactory for the consideration of such alleged grievance. The Superintendent of Schools or his/her designee shall within five (5) days after such consideration answer such alleged grievance.

Subd. 10.24

Level IV: In the event such alleged grievance is not settled as is provided in Level III, the grievant or his/her designee may appeal in writing to the School Board within ten (10) days after the expiration of time specified in Level III. The Board shall further consider such alleged grievance and shall issue its written decision to the parties involved within ten (10) days of said appeal.

In taking of any of the steps provided in Level I, II, III, and IV inclusive for the adjustment of such alleged grievance, either party to the dispute may, in presenting such dispute, call any person or persons, having knowledge, he/she may choose.

Section 10.3 School Board Review: The School Board reserves the right to review any decision issued under Level I, Level II, or Level III of this procedure provided the School Board or its representative notify the parties of his intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 10.4 Denial of Grievance: Failure by the representatives of the School District to issue a decision within the time periods provided herein shall constitute a denial of grievance and the employee may appeal it to the next level.

Subd. 10.41

- Level V:
- a. In the event such alleged grievance is not settled as is provided in Levels I, II, III and IV, the grievant may request the services of a mediator by making such request in writing to the Director of Mediation Services (and a copy to the other party) within seven (7) days of the expiration of the time specified in Level IV.
 - b. If in the opinion of both parties, Mediation will not produce a meaningful settlement of the alleged grievance, Level V may be disregarded. Written consent for such action by both parties must be obtained and copies distributed to each concerned party. Such written consent must be obtained within five (5) days of the expiration of Level IV.

Subd. 10.42

- Level VI. a. In the event that such alleged grievance is not settled in Level V hereinbefore stated, the grievant may request arbitration. To do so, the written request must be filed in the Superintendent of School's Office not later than ten (10) days following the decision at Level V above.
- b. The details of the Arbitration Procedure are set forth below:

Section 10.5 Arbitration Procedure: Upon the proper submission of a request to arbitrate as specified in the Grievance Procedure, the parties shall adhere to the terms and conditions of this procedure:

- A. Select Arbitrator: Within ten (10) days after the receipt of the list of arbitrators the parties shall select an arbitrator. The arbitrator shall be selected from a list of five (5) names furnished by the BMS. By the process of the parties alternately striking names from the list until only one name remains, the name remaining shall be that of the arbitrator chosen. The decision as to which party shall strike the first name will be decided by the toss of a coin.
- B. Submit Grievance Information: Upon notification of the selection of an arbitrator, the appealing party shall, within five (5) days, forward to the arbitrator (with a copy to the School Board) the complete documentation of the grievance. The School District may make a similar presentation before or at the time of the grievance.
- C. Hearing: The grievance shall be heard by an arbitrator. Both parties may be represented by such person or persons as they designate. The parties shall have the right to have a hearing at which they both will have the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the issues before the arbitrator. This proceeding shall be denovo.
- D. Decision: The decision shall be rendered within twenty (20) days after the close of the hearing. The decision of the arbitrator shall be final and binding upon both parties, subject to the limitations on such decisions by P.E.L.R.A.
- E. Expenses: Each party shall bear its own expenses relating to the representatives of each party, witnesses, and other expenses incurred in connection with the hearing at the request of either party. The fees and expenses of the arbitrator shall be equally divided by both parties. A transcript of the proceedings will be made on request of either party, but a party requesting a copy must pay for it.

- F. **Jurisdiction:** Any grievance, which has not been first duly processed in accordance with the grievance procedure, shall be outside the jurisdiction of the arbitrator. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial rights.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits in a grievance procedure may result in a forfeiture of the grievance.

ARTICLE XI INSURANCE

Section 11.1 Health and Hospitalization Insurance:

Subd. 11.11: Effective March 1, 2008, the School District shall pay \$1,006.58 and effective October 1, 2008, the School District shall pay \$1,056.91 toward the monthly premium for the standard health and hospitalization insurance program of the School District for all full time employees and for part time employees on a pro-rated basis. For employees married to another School District employee, the School District shall pay the full monthly premium for either the employee or the spouse. Effective October 1, 2008, single health insurance contribution will be equal to the Blue Cross/Blue Shield Single Triple Gold premium. Employee married to employee insurance contribution will be equal to the Blue Cross/Blue Shield Family Triple Gold premium effective October 1, 2008. The employee shall have the right to choose the health and hospitalization option he/she will use.

Subd. 11.12 Hospital Medical Insurance for Retirees and Disabled Employees: The hospitalization and medical insurance coverage as specified in the group policy in effect at the time of retirement or disability shall be continued for retired or disabled employees and for each of their dependents as defined in the group policy. The School District will pay the hospital/medical insurance premiums for the eligible employees and dependents subject to the following requirements and limitations:

1. Employees must be employed by the School District full time for a minimum of ten (10) years and be at least age 55 at the time of retirement to qualify.
2. For each two (2) years of employment the administrator will receive one (1) year of single or family health insurance coverage in a School District program of their choice with the School District contributing an amount up to that included in the then current negotiated Agreement.

3. Administrators must be enrolled in a School District program immediately prior to receiving this benefit.
4. School District contributions for retiree's health insurance benefits is limited to a maximum of ten (10) years after retirement and to the retiree becoming eligible for Medicare, whichever occurs first.
5. Upon termination of the School District's contributions, retirees may maintain membership in the School District sponsored insurance program by taking financial responsibility for the payment of all premiums. At this point retirees insurance becomes supplemental to the Federal Medicare Program or a similar governmentally supported or sponsored program.
6. An employee who becomes and remains totally and permanently disabled as a result of injury or disease shall be considered eligible for a period not to exceed five years. Total and permanent disability meaning the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment, which can be expected to be of long-continued and indefinite duration, such total and permanent disability being determined in the manner specified in the Teacher's Retirement Fund Act.
7. The spouse and/or minor children of an employee whose death was due to causes arising out of and in the course of employment shall be eligible for all the remaining benefits of said insured employee as provided herein for a period not to exceed five (5) years.
8. The School District's obligation to provide health insurance to retirees shall cease in the event the retiree assumes employment with another employer providing substantially equivalent health insurance for a period of four (4) or more consecutive years.

Section 11.2 Long-Term Disability: The School District shall pay the full premium for the standard group long-term disability program of the School District for all full-time employees.

Section 11.3 Life Insurance: The School District shall pay the full premium for \$50,000 life insurance coverage for all full-time employees for the standard group life insurance program of the School District.

Section 11.31 Full-time employees will have the right to purchase \$100,000 of term life insurance insuring the life of the employee at the rate currently charged the School District by its carrier. Payment for such coverage shall be through payroll deduction.

Section 11.4 Dental Insurance: Effective March 1, 2008, the School District shall pay a sum not to exceed \$78.75 per month toward the premium for dental insurance for all full-time employees and for part-time employees on a prorated basis.

Section 11.5 Liability, Indemnification and Defense Insurance:

- A. The School District shall provide, at School District expense, liability insurance and errors and omissions insurance, covering bargaining unit employees, in an amount not less than that which is required by law for the School District.
- B. In the event that an action is brought or a claim is made against a bargaining unit employee (including civil rights actions) arising out of or in connection with the employee's employment, and the employee is acting within the scope of employment or official duties, the School District shall defend and indemnify pursuant to Minnesota Statutes, Chapter 466. The obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466. Reimbursement requests related to criminal proceedings shall be subject to Minn. Stat. § 123B.02, Subd. 20.

Section 11.6 Vandalism Coverage: The School District will budget \$2,000 annually for administrative job related malicious mischief claims or damages against personal property which was uninsured, by deductible homeowners or automobile insurance, or repeated claims that may jeopardize an existing policy or rates of the policy. Maximum School District payment per incident per employee will be \$300.

**ARTICLE XII
DAILY RATE OF PAY**

The daily rate of pay for employees represented in this Agreement shall be represented by the quotient of an annual contract salary divided by paid days. Paid days as used in this article shall include all duty days and holidays, as appropriate.

**ARTICLE XIII
ADMINISTRATIVE RESPONSIBILITY**

- A. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

- B. Employees have a unique responsibility among School District employees to represent the School District in times of emergency and/or stress situations and to carry out the directives of the School District.
- C. Employees may have their work schedule modified during a work stoppage. Contract weeks will not be reduced during the contract year that a strike or work stoppage occurs.

**ARTICLE XIV
CONFERENCES, CONVENTIONS AND IN-SERVICE**

Section 14.1. Budget. The School District agrees to budget annually a sum of not less than \$35,000 to fund activities by employees of the bargaining unit for conferences, conventions and other in-service activities. A maximum of \$10,000 of unspent in-service and convention funds will be allowed to carry over from one budget year to the next.

Section 14.2 Expenditure. Such budget funds will be spent to fund approved conferences, conventions and other in-service activities for employees in the bargaining unit.

Section 14.3. Convention and Conference Attendance.

Subd. 14.31 Employees who belong to their respective state organizations shall have the opportunity to attend the state convention annually, at School District expense.

Subd. 14.32. Employees who belong to their respective national organizations shall have the opportunity to attend such national conventions or alternate national conventions at least every other year at School District expense.

Subd. 14.33. School District expense as provided herein shall be subject to the budget limitations as provided in Section 14.1 hereof.

Subd. 14.34. Budgeted funds may also be utilized to attend other approved conferences or workshops in lieu of convention attendance, subject to budget limitations as provided in Section 14.1 hereof.

Subd. 14.35. Nothing herein shall preclude the School District from approving in-service activities beyond the budgeted amount as provided in Section 14.1 hereof, subject to the discretion of the School District.

Subd. 14.36. Attendance at any activities as described herein shall be subject to providing adequate supervision during any particular time.

Section 14.4 In-service Committee.

Subd. 14.41. An in-service committee is hereby established to allocate budgeted funds contemplated by this article. The committee membership will be composed of three (3) persons appointed by the Superintendent and three (3) persons appointed by the Administrators' Association. The Administrators' Association members shall include a representative from the elementary, secondary and director groups. The role of committee chair shall alternate on a yearly basis between the Association and District representatives.

Section 14.5. Approved travel and attendance at seminars, conferences, workshops or other activities during the week (Monday through Friday) will count as part of the employee's regular contact time with no deduction from non-duty days for attendance and necessary travel. Necessary travel or conference attendance on a weekend day shall count as contract time not to exceed two (2) days per year. Any additional days will be subject to the discretion and approval of the Superintendent.

**ARTICLE XV
COMPENSATION**

Section 15.1 Employee Salaries: Employees shall be compensated pursuant to the salary schedule attached hereto.

Section 15.2 Administrator Development Program:

All members of this bargaining group will earn 2% of their base salary (including longevity and doctorate compensation) if an Administrator Development Program is developed in 2007-2008.

All members of this bargaining group will earn 2% of their base salary (including longevity and doctorate compensation) in 2008-2009 for participating in an Administrator Development Program.

This stipend will be continued at the District's discretion. The award or refusal to award stipends shall not be subject to the grievance procedure for this contract.

Section 15.3 Mileage: Employees who may be required to use their own automobile in the performance of their duties shall be reimbursed for all such travel at the I.R.S. approved rate. When the rate is changed, the new rate will be paid effective January 1, subsequent to the change. All travel reimbursements shall be subject to the School District's approval and shall be only for driving done between assigned locations. Noon hour travel, except to reach an assigned location, is not reimbursable.

Section 15.4 Summer School: Employees who serve, as Directors of Summer School shall be compensated on a pro-rated basis. One (1) full week's salary (at current rate) will be paid for each two (2) weeks of the summer school session.

ARTICLE XVI EARLY RETIREMENT INCENTIVE/TAX SHELTERED ANNUITIES

Section 16.1 Eligibility: Upon retirement employees who are at least fifty (50) years of age and have completed ten (10) years of continuous full time salaried teaching or administrative service or employees who are less than fifty (50) and have completed twenty (20) years of continuous full time salaried teaching or administrative service in the School District shall be eligible for early retirement incentive pursuant to the provisions of this Article. At retirement, an employee's accrued accumulative leave shall be paid as early retirement pay by the School District as provided in this Article. For purposes of this Article, retirement means leaving the employ of the School District.

Section 16.2 Calculation

Subd. 16.21 The retirement benefit shall be calculated for the first 100 days of accumulated unused days by multiplying the daily rate of pay times the number of accrued accumulated days.

Subd. 16.22 If the employee has accrued accumulated leave in excess of the 100 days provided in Section 16.21 hereof, the retirement benefit for such excess days shall be calculated by multiplying the daily rate of pay times the number of accrued accumulated days times .30.

Section 16.3 Payment: The School District will contribute an amount equal to the value of the principal's severance/ERI pay directly into a 403b and PRHCSP account. These plans will be of the principal's choice and is wholly and solely funded by the principal's accumulated severance/ERI pay. The School District will contribute an amount equal to the value of the principal's severance/ERI in equal payments, one within sixty (60) days of termination and the remaining payments as specified by statute §356.24 on the first payday in January of the calendar year following termination. The split will be:

	<u>PRHCSP</u>	<u>403(b)</u>
<u>07/01/07 – 12/31/07</u>	75%	25%
<u>01/01/08 - 06/30/09</u>	<u>100%</u>	<u>0</u>

The principal will not receive any direct payment from the School District for ERI/severance pay. There will be two (2) PRHCSP options:

1. The Minnesota Service Cooperatives VEBA plan, which is intended to qualify under section 501 (c) (j) of the Internal Revenue Code
2. Minnesota State Retirement System

The 403(b) portion will be at the discretion of the administrator pursuant to the paragraph entitled "Limitations on Vendors".

Limitations on Vendors: Because any excess contributions to the principal's 403(b) plan(s) could result in penalties to the School District, the School district will only make contributions on behalf of eligible principals to investment vendors that have hold harmless agreements on file with the School District. The vendor which the principal chooses for his/her 403(b) plan that is wholly and solely funded by the ERI/severance pay, must agree to hold the School District, its officers, and employees harmless from every claim or demand that may be made by IRS against the School District in regard to excess contributions to the principal's 403(b) plan(s).

Section 16.4 Tax Sheltered Annuity

Administrators will be eligible to participate in a tax-sheltered annuity plan with vendors approved by the District, pursuant to Minnesota Statutes Section 365.24 and the Internal Revenue Code .26U.S.C. 403(b). Vendors can only be changed once per year in June. Beginning July 1, 2000, the School District will match each participating administrator's contribution to such annuity up to a maximum of Two Thousand Dollars (\$2000) per year as set forth in the following table for a lifetime cap of \$50,000.

2000-2003		2003-2004	
Full-time years of service in District		Full-time years of service in District	
0- 3 years	No Match	0-1 years	No Match
4-8 years	1,000 Match	2-3 years	1,000 Match
9+	2,000 Match	4+	2,000 Match

Upon an employee's retirement, the total amount of the District matching contribution to the 403b annuity account shall be deducted from any early retirement incentive obligation

entitlement. If the total amount of the District matching contribution to a participating employee's 403b annuity account is more than he/she would have received in early retirement under Article XVI of the Master Agreement, the employee shall not be entitled to receive any early retirement incentive pursuant to Article XVI.

16.41 Election: Current Administrators choosing to participate in the Tax Sheltered Annuity Plan must make application for participation by September 1, 2000. Once an eligible employee elects to participate in the Tax Sheltered Annuity Plan, said election is irrevocable.

Current administrators choosing not to participate in the Tax Sheltered Annuity Plan must indicate this by June 30. At retirement, these administrators who meet the eligibility requirements in Section 16.1, and who have accrued accumulated leave in excess of 100 days, shall be paid a retirement benefit calculated by multiplying the daily rate of pay times the number of accrued days beyond 100 times .70 in addition to the first 100 days at full pay. (Administrators in the 403b plan meeting this criteria receive .30 for these days).

All administrators new to the unit as of July 1, 2000, must participate in the Tax Sheltered Annuity Plan and are not eligible for the option described in the paragraph above.

Section 16.5 Death Benefit: If an employee dies prior to separation, and the employee meets the eligibility criteria listed in Section 16.1, the employee's estate shall be eligible for the early retirement benefit as calculated in Section 16.2 including the 403b described in Section 16.4. If an employee dies subsequent to separation, but prior to full payment of the early retirement benefits, any unpaid benefits shall be paid to the employee's estate if all other conditions of this Article have been met.

Section 16.6 Termination for Cause: Early retirement/incentive pay shall not be granted to an employee whose employment is terminated for cause pursuant to M.S. 122A.40.

Section 16.7 Ineligibility: An employee who meets all of the provisions of this Article but who resigns while on Sabbatical, Professional or Alternative Leave, shall not be eligible for early retirement/incentive pay.

Section 16.8 Notification: To qualify for early retirement/incentive pay, written notification of retirement must be given to the School District no later than 45 calendar days prior to the last duty day, or less by mutual agreement between the Association and the School District. If notification is not timely, the total amount to be received as a result of early retirement/incentive pay shall be reduced by ten (10) percent.

Section 16.9. Application. The parties acknowledge that they have substantially modified the concept of wellness pay and severance pay as contained in prior agreements and consolidated the substance in this new Article XVI. The prior contract permitted the withdrawal of accrued sick leave prior to the time of separation from the School District, and the new plan provides for withdrawal upon separation from the School District. It is agreed that any payments for accrued sick leave taken under the prior collective bargaining agreement will not be repaid to the School District, but such payments will be utilized in calculating the benefit due under Article XVI, Section 16.2 as though such payment were made at the time of separation.

ARTICLE XVII MEET AND CONFER

Section 17.1. The parties agree to meet and confer, pursuant to PELRA, Minn. Stat. § 179A.08, Subd. 2, upon written request of either party, up to four times each contract year. Each party shall designate its representatives, not to exceed four from each party.

Section 17.2. The time, date and place arrangements will be subject to mutual agreement.

Section 17.3. Either party may submit agenda items. The party requesting the meeting will provide its agenda items ten days prior to the meeting. The other party may add agenda items by submitting such agenda items one week prior to the meeting.

Section 17.4. The parties further agree to meet and confer on the specific items relating to performance evaluation processes, interim appointments and transfers of bargaining unit employees, which items were the subject of discussion during contract negotiations but were not addressed in the collective bargaining agreement.

ARTICLE XVIII PROFESSIONAL DUES

The School District will pay the annual dues for state and national professional organizations that pertain to the duty assignment of the Employee, in an amount not to exceed \$900 per contract year. These organizations include, but are not limited to NAASP/NAEP, MASSP/MAEP, or ASCD. Dues for other organizations may be substituted as approved by the Superintendent. In addition, the School District shall pay up to \$50 annually for the employee membership in civic organizations, as approved by the Superintendent.

The School District will pay the annual fee of \$75.00 for membership in the Minnesota Board of School Administrators.

**ARTICLE XIX
DURATION AND RENEGOTIATION OF CONTRACT**

Section 19.1 Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2007 through June 30, 2009, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2009, it shall give written notice of such intent no later than May 1, 2009. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 19.2 Effect: This Agreement constitutes the full and complete agreement between the School District and the Association representing the employees of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 19.3 Finality: Any matters relating to the terms and conditions of employment may be open for negotiations during the term of this Agreement by mutual consent only.

Section 19.4 Severability: The provision of this agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

For St. Cloud Administrators' Association

For St. Cloud Area School District #742

President

Chairperson

President Elect

Clerk

Chief Administrator Negotiator

Chief Board Negotiator

Dated: _____, 2009.

Dated: _____, 2009.

SALARY SCHEDULE 2007-2008

	S High Principal (48 Weeks)	J High Prin/Dir (47 Weeks)	Elem Principal (46 Weeks)	S High Asst Prin (48 Weeks)	J High A Prin/Dir (47 Weeks)	Elem Asst Prin (46 Weeks)
	AA	AB	AC	AD	AE	AF
Pay Level						
1	89,005	85,359	81,885	83,714	81,969	79,396
2	91,179	87,486	83,967	85,888	84,097	81,480
3	93,352	89,615	86,050	88,062	86,226	83,562
4	95,527					
5	97,703					
6	99,877					
7	102,050					
8	104,225					
	Longevity					
9	Pay Level 8 + \$1,000.00					
10	Pay Level 8 + \$2,000.00					
11	Pay Level 8 + \$2,000.00					
12	Pay Level 8 + \$2,000.00					
13	Pay Level 8 + \$2,000.00					
14	Pay Level 8 + \$2,000.00					
15	Pay Level 8 + \$3,000.00					
16	Pay Level 8 + \$3,000.00					
17	Pay Level 8 + \$3,000.00					
18	Pay Level 8 + \$3,000.00					
19	Pay Level 8 + \$3,000.00					
20	Pay Level 8 + \$5,000.00					
21	Pay Level 8 + \$5,000.00					
22	Pay Level 8 + \$5,000.00					
23	Pay Level 8 + \$5,000.00					
24	Pay Level 8 + \$5,000.00					
25	Pay Level 8 + \$7,000.00					
26	Pay Level 8 + \$7,000.00					
27	Pay Level 8 + \$7,000.00					
28	Pay Level 8 + \$7,000.00					
29	Pay Level 8 + \$7,000.00					
30	Pay Level 8 + \$9,000.00					

- The School District Administrators' Association hereby agree that lanes AD and AE will be considered one (1) lane for the seniority purposes for all current Association members. For any new members to the Association as of January 1, 2006, these lanes shall be deemed separate for seniority purposes.

-- Weeks of employment shall be set forth in each employee's individual employment contract based on salary schedule placement. It is understood and agreed that weeks of employment for any employee shall not be modified until and unless mutually agreed upon between the Association and the District.

--- Steps are for administrative experience credited by the School District. An inexperienced administrator coming from the teaching/supervising profession will be placed on a step higher than their present daily rate of pay.

---- The schedule is effective only for the 2007-09 school year. The schedule is not to be construed as part of the continuing contract. Further advancement is subject to the right of the School District to withhold increments or other salary increases for good and sufficient grounds.

----- Doctorate – add \$1,000 per annum

SALARY SCHEDULE 2008-2009

	S High Principal (48 Weeks)	J High Prin/Dir (47 Weeks)	Elem Principal (46 Weeks)	S High Asst Prin (48 Weeks)	J High A Prin/Dir (47 Weeks)	Elem Asst Prin (46 Weeks)
	AA	AB	AC	AD	AE	AF
Pay Level						
1	90,785	87,066	83,523	85,388	83,608	80,984
2	93,003	89,236	85,646	87,606	85,779	83,110
3	95,219	91,407	87,771	89,823	87,951	85,234
4	97,438	93,578	89,896	92,041	90,121	87,359
5	99,657	95,749	92,020	94,260	92,293	89,484
6	101,875	97,920	94,147	96,479	94,462	91,608
7	104,091	100,091	96,272	98,695	96,634	93,733
8	106,310					
	Longevity					
9	Pay Level 8 + \$1,000.00					
10	Pay Level 8 + \$2,000.00					
11	Pay Level 8 + \$2,000.00					
12	Pay Level 8 + \$2,000.00					
13	Pay Level 8 + \$2,000.00					
14	Pay Level 8 + \$2,000.00					
15	Pay Level 8 + \$3,000.00					
16	Pay Level 8 + \$3,000.00					
17	Pay Level 8 + \$3,000.00					
18	Pay Level 8 + \$3,000.00					
19	Pay Level 8 + \$3,000.00					
20	Pay Level 8 + \$5,000.00					
21	Pay Level 8 + \$5,000.00					
22	Pay Level 8 + \$5,000.00					
23	Pay Level 8 + \$5,000.00					
24	Pay Level 8 + \$5,000.00					
25	Pay Level 8 + \$7,000.00					
26	Pay Level 8 + \$7,000.00					
27	Pay Level 8 + \$7,000.00					
28	Pay Level 8 + \$7,000.00					
29	Pay Level 8 + \$7,000.00					
30	Pay Level 8 + \$9,000.00					

- The School District Administrators’ Association hereby agree that lanes AD and AE will be considered one (1) lane for the seniority purposes for all current Association members. For any new members to the Association as of January 1, 2006, these lanes shall be deemed separate for seniority purposes.
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- Steps are for administrative experience credited by the School District. An inexperienced administrator coming from the teaching/supervising profession will be placed on a step higher than their present daily rate of pay.
- The schedule is effective only for the 2007-09 school year. The schedule is not to be construed as part of the continuing contract. Further advancement is subject to the right of the School District to withhold increments or other salary increases for good and sufficient grounds.
- Doctorate – add \$1,000 per annum

Master Contract

2007-2009

St Cloud Area School District 742
Insurance Worksheet
Prepared 12-17-2007

Part time rate 0.8 Administrators

rate of increase 1.08

MEDICAL

	FTE	Current Rate	Jul-Sep 06 Premium	FTE	New Rate	Oct-Jun 07 Premium	FTE	New Rate	Jul-Feb 08 Premium	FTE	New Rate	Mar-Jun 08 Premium	FTE	Projected Rate	Projected Jul-Sep 08 Premium	FTE	Projected Rate	Projected Oct-Jun 09 Premium
Double Gold																		
3 BCBS Family	2	913.00	5,478.00	2	958.65	17,255.70	2	958.65	15,338.40	2	1,006.58	8,052.64	2	1,006.58	6,039.48	2	1,056.91	19,024.38
9 BCBS Single	9	482.00	13,014.00	9	505.50	40,945.50	9	505.50	36,396.00	9	590.00	21,240.00	9	590.00	15,930.00	9	585.35	47,413.35
12 BCBS TMT	2	610.00	3,660.00	2	639.50	11,511.00	2	639.50	10,232.00	2	746.75	5,974.00	2	746.75	4,480.50	2	742.04	13,356.72
BCBS P/T Fam		730.40			958.65			958.65			1,006.58			1,006.58			1,056.91	
12 BCBS P/T Single		385.60			505.50			505.50			590.00			590.00			585.35	
8 Triple Gold																		
4 BCBS Family	6	913.00	16,434.00	6	958.65	51,767.10	6	958.65	46,015.20	6	1,006.58	24,157.92	6	1,006.58	18,118.44	6	1,056.91	57,073.14
11 BCBS Single		413.50			433.00			433.00			509.00			509.00			585.35	
1 BCBS TMT		524.00			549.00			549.00			645.25			645.25			742.04	
BCBS P/T Fam		730.40			958.65			958.65			1,006.58			1,006.58			1,056.91	
BCBS P/T Single		330.80			433.00			433.00			509.00			509.00			585.35	
BCBS Deductible																		
BCBS Family		805.00			834.00			834.00			875.70			875.70			919.49	
BCBS Single		318.50			330.50			330.50			410.00			410.00			477.38	
BCBS TMT		402.50			417.00			417.00			517.50			517.50			742.04	
BCBS P/T Fam		644.00			834.00			834.00			875.70			875.70			919.49	
BCBS P/T Single		254.80			330.50			330.50			410.00			410.00			477.38	
Comprehens Care																		
H P Family	5	913.00	13,695.00	5	958.65	43,139.25	5	958.65	38,346.00	5	1,006.58	20,131.60	5	1,006.58	15,098.70	5	1,056.91	47,560.95
H P Single	1	458.35	1,375.05	1	487.05	4,383.45	1	487.05	3,896.40	1	593.76	2,375.04	1	593.76	1,781.28	1	585.35	5,268.15
H P TMT		538.56			572.48			572.48			697.90			697.90			742.04	
H P P/T Family		730.40			958.65			958.65			1,006.58			1,006.58			1,056.91	
H P P/T Single		366.68			487.05			487.05			593.76			593.76			585.35	
Custom Care																		
H P Family		913.00			958.65			958.65			1,006.58			1,006.58			1,056.91	
H P Single		466.61			494.36			494.36			596.76			596.76			586.35	
H P TMT		538.56			581.07			581.07			697.90			697.90			742.04	
H P P/T Family		730.40			958.65			958.65			1,006.58			1,006.58			1,056.91	
H P P/T Single		373.29			494.36			494.36			596.76			596.76			586.35	
H P Deductible																		
H P Family		814.56			832.20			832.20			873.81			873.81			917.50	
H P Single		346.62			354.02			354.02			437.55			437.55			390.31	
H P TMT		407.28			416.10			416.10			514.28			514.28			591.42	
H P P/T Family		651.65			832.20			832.20			873.81			873.81			917.50	
H P P/T Single		277.30			354.02			354.02			437.55			437.55			390.31	
Total	25		53,656	25		169,002	25		150,224	25		81,931	25		61,448	25		189,697
07-08 Health Prem Total			232,155															
08-09 Health Prem Total			251,145															

DENTAL

	FTE	Current Rate	06-07 Premium	FTE	New Rate	07-08 Premium	FTE	Projected Rate	08-09 Premium
Delta Family	18	75.00	16,200.00	18	76.88	16,606.08	18	78.75	17,010.00
Delta Single	7	30.25	2,541.00	7	32.75	2,751.00	7	32.75	2,751.00
Delta TMT		75.00			77.19			78.75	
Total	25		18,741.00	25		19,357.08	25		19,761.00

ARTICLE VIII
UNREQUESTED LEAVE POLICY
MINNESOTA STATUTES 12A.40 SUBDIVISION 11

Subd. 11 Unrequested Leave of Absence. The School Board 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 imitations, or merger of classes caused by consolidation of district. The unrequested leave shall be effective at the close of the school year. In placing teachers on unrequested leave, the board shall be governed by the following provisions:

(a) The Board may place probationary teachers on unrequested leave first in the inverse order of their employment. No teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while probationary teachers are retaining in positions for which the teacher who has acquired continuing contract rights is licensed;

(b) Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed in the inverse order in which they were employed by the school district. In the case of equal seniority, the order in which teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed shall be negotiable;

(c) Notwithstanding the provisions of clause (b), no teachers shall be entitled to exercise any seniority when that exercise results in that teachers being retained by the district in a field for which the teacher holds only a provisional license, as defined by the Board of teaching, unless that exercise of seniority results in the placement on unrequested leave of absence in the same field. The provisions of this clause shall not apply to vocational education licenses;

(d) Notwithstanding clauses (a), (b) and (c), if the placing of a probationary teacher on unrequested leave before a teacher who has acquired continuing rights, the placing of a teacher who has acquired continuing contract rights on unrequested leave before another teacher who has acquired continuing contract rights but who has greater seniority, or the restriction imposed by the provisions of clause (c) would place the district in violation of its affirmative action program, the district may retain the probationary teacher, the teachers with less seniority, or the provisionally licensed teacher;

(e) Teachers placed on unrequested leave of absence shall be reinstated to the positions from which they have been given leaves of absence or if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement shall be in the inverse order of placement of leave of absence. No teacher shall be reinstated to a position in a field in which the teacher holds a nonprovisional license in the same field remains on unrequested leave. The order of reinstatement of teachers who have equal seniority and who are placed on unrequested leave in the same school year shall be negotiable;

(f) No appointment of a new teacher shall be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise the school board within 30 days of the date of notification that a position is available to that teacher who may return to employment and assume the duties of the position to which appointed on a future date determined by the board;

(g) A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

(h) The unrequested leave of absence shall not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service;

(i) The unrequested leave of absence of a teacher who is placed on unrequested leave of absence prior to January 1, 1978 and who is not reinstated shall continue for a period of two years after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the board by April 1 of any year a written statement requesting reinstatement;

(j) The same provisions applicable to terminations of probationary or continuing contracts in subdivisions 3 and 4 shall apply to placement on unrequested leave of absence;

(k) Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible.

(l) Effective July 1, 1992, all new entrants on Administrators' Seniority list will be placed with employment date reflecting the date of administrative assignment only effective the 1992-93 school year.

Appendix A**Duty Days may include:**

1. Any day during the school calendar to include student instructional days, weekends, holidays designated for other employee groups, and scheduled school breaks.
2. Two unscheduled Parent Conference Days (four ½ parent conference days outside the school day equals two duty days).
3. A full day of inservice, scheduled or unscheduled, is considered a duty day. Partial days (i.e., 4:00-8:00 p.m.) which have been scheduled in advance by the Administrative Inservice Committee will not be counted as additional duty time. No more than one (1) partial day will be scheduled in a year. Required partial days of inservice (i.e., 4:00-8:00 p.m.) which have not been agreed to and scheduled by the administrative Inservice Committee will be considered duty time.
4. Days worked during June, July, or August which are not included in the school calendar.
5. Weekend conference attendance will be recorded as Section 14.5 in the contract.

To be considered in “duty” status, an administrator must be performing official functions of the position at a work site in the District or an approved work site out of the District (i.e., presenting at workshops, conferences, etc.)

Working at evening events excluding Parent Conferences or required administrative inservice sessions does not constitute extra duty time, but is a part of the daily duty expectations.

Appendix B**Guidelines for Transfer and Reassignment**

These guidelines are provided for information only and are not part of the contractual agreement between St. Cloud Administrator Association (SCAA) and St. Cloud Area School District 742. Nothing in these guidelines shall create a basis for grievance under the contract.

Guiding Principles

St. Cloud Area School District 742 is committed to the professional development and growth of its administrators and executives. The District encourages administrators and executives to:

- a. Engage in discussions with the Superintendent on their future career development objectives;
- b. Engage in dialogue with the Superintendent on the knowledge, skills, and demonstrative proficiencies that would prepare the Administrator or Executive for promotion within the District or in positions external to the District.
- c. Work with the District to find professional development experiences that will assist in eliminating weaknesses or areas of inexperience, developing strengths necessary for career advancement, and promoting growth as a collaborative educational leader.

General Guidelines

- a. Decisions regarding voluntary and involuntary reassignment will be made by the Superintendent in the best interests of students and the District, and implemented in a manner consistent with principles of mutual respect, equity, fairness, honesty, and consistency of practice. In making staffing decisions, the Superintendent will seek to balance diversity, leadership expertise and administrative experience.
- b. When considering a voluntary or involuntary reassignment, the Superintendent will meet with the Administrator to discuss the reassignment. At the time of the meeting the Superintendent will provide rationale for the reassignment and seek information from the Administrator relating to the proposed reassignment. Whenever possible, the Superintendent will offer the Administrator a reasonable time to consider and respond to a proposal for reassignment.
- c. Where a decision has been made to make an involuntary reassignment, the Administrator may elect to have a discussion with the Superintendent regarding the reassignment in the presence of the SCAA Representative.

- d. Reassignments of Administrators will normally occur at the end of one school year and prior to the beginning of the next school year. Unique situations may result in reassignments during the school year.
- e. If the Superintendent and Association disagree regarding the administrative staffing assignments, the Meet & Confer process will be followed (Section XVII.4). An individual Administrator may request a meeting to express concerns about a reassignment with the Board Personnel Committee.

Administrative Guidelines

Voluntary Reassignment

- a. Voluntary reassignment may be considered when an Administrator initiates a request to fill an impending vacancy, or where an administrator indicates on request by the Superintendent that the Administrator is interested in filling an impending vacancy.
- b. When a vacancy occurs to which this guideline applies, the Superintendent will first notify the SCAA President of the vacancy and the specific procedures that will be followed. The purpose of this notice is to afford an opportunity to the SCAA President to raise any concerns and to notify unit members. Human Resources will generate a unit posting.
- c. Where multiple persons may be eligible for the position, the position will be posted to afford an open process. Notification of the intent to post will be sent to the SCAA (President), followed by an official posting of position by Human Resources.
- d. Any Administrator may apply for a vacant position by filing a written letter of request for reassignment during the posting period with the Superintendent and the Human Resources Director.
- e. The District shall consider all timely requests for voluntary reassignment before permanently filling any vacant positions.
- f. If more than one qualified Administrator has applied for reassignment to an open position the Superintendent will consider the following factors in making the reassignment decision:
 - 1. The contribution the Administrator may make to the students, staff and community in the new position based on training, experience, and interest.
 - 2. The results of the interview process where applicable.

3. Qualifications of the Administrator as compared to those of other candidates holding appropriate licenses.
 4. The desires of the Administrator.
 5. The recommendations of the Association or building leadership team.
 6. The opportunities for the Administrator's professional growth.
 7. Seniority.
 8. Other criteria that would be relevant to the position.
- g. If a voluntary reassignment is denied, the Superintendent shall provide the reasons for the denial to the Administrator upon request.

Involuntary Reassignment

- a. Involuntary reassignment may be considered when the Superintendent determines that a reassignment is in the best interests of the District. Involuntary reassignments will not be considered for disciplinary purposes. The Superintendent will consider the following factors in making the reassignment decision:
1. Whether the assignment makes the best use of the qualifications, talents and strengths of the Administrator.
 2. Whether the assignment facilitates the best use of the talents and strengths of the administrative team as a whole.
 3. Whether the assignment contributes to the long term professional growth of the Administrator.
 4. Whether the assignment creates opportunities for change which may be stimulating and/or motivating for the Administrator, program or site.
 5. The contribution the Administrator could make to the students, staff and community in the new position based on training, experience and interest.
 6. Other non-disciplinary reasons or criteria that relate to the position.

The Superintendent will make the final decision regarding the involuntary reassignment after considering the views of the Administrator. The Administrator may request a written statement of reasons for the decision. The Superintendent will communicate the reassignment decision to the building leadership team(s) of both the departing and receiving schools and develop a transition plan facilitating the reassignment that includes supportive discussions with stakeholders at each building.

Memorandum Of Understanding

For the 2007-2009 contract, an Administrator at least fifty (50) year of age with eight (8) years Administrative experience in District 742 and less than fifty (50) years of age and/or fifteen (15) years of continuous service_who qualifies for full retirement under the Rule of 90 of the Minnesota Teachers Retirement Association will qualify for the Hospital Medical Insurance for Retirees in Article XI (Insurance) and Article XVI (Early Retirement/Tax Sheltered Annuities).

For the District

Date

For the SCAA

Date

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the St. Cloud Area School District 742, Independent School District 742, St. Cloud, Minnesota (hereinafter referred to as the "School District") and the District 742 Administrators Association, (hereinafter referred to as the "Association") as follows:

The increases as provided herein also assumes that the employee was performing services in this bargaining unit and through the period covered by these provisions. In the event the employee left the bargaining unit during the period covered by this contract, any adjustments will be proportional, dependent upon when the employee left employment in the bargaining unit.

For St. Cloud Administrators' Association

For St. Cloud Area School District #742

President

Chairperson

President Elect

Clerk

Chief Administrator Negotiator

Chief Board Negotiator

Dated: _____, 2009.

Dated: _____, 2009.