

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT 12  
CENTENNIAL PUBLIC SCHOOLS

And

CENTENNIAL EDUCATION ASSOCIATION

Representing

The Teachers of the  
School District

Effective July 1, 2017 through June 30, 2019

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## **ARTICLE I PURPOSE**

Section 1. Parties: THIS AGREEMENT is entered into between the school district of Independent School District 12 (hereinafter referred to as the School Board or School District) and the Centennial Education Association (hereinafter referred to as the exclusive representative or Association) pursuant to and in compliance with the 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 teachers during the duration of this Agreement.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A. the School District recognizes the Centennial Education Association as the exclusive representative of teachers employed by the school district of Independent School District 12, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the district as defined in this Agreement and in the P.E.L.R.A.

## **ARTICLE III DEFINITIONS**

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employer'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. The terms in both cases are subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

Section 2. Teacher: The term "teacher" shall mean all persons in the appropriate unit employed by the school district in a position for which licensure is required by the Board of Teaching or the State Board of Education, or in a position of physical therapy or occupational therapy, except superintendent, assistant superintendents, principals and associate principals who divide more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees and daily substitute teachers who do not replace the same teacher for more than thirty (30) working days.

Section 3.     Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 4.     School Board or School District: Any reference to the school board or school district in this Agreement shall mean the School Board or its designated officials or representatives.

## **ARTICLE IV SCHOOL BOARD RIGHTS**

Section 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 2.     Management Responsibilities: The parties recognize 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 and all management rights and functions not expressly delegated in this Agreement are reserved to the school district.

Section 3.     Effect of Laws, Rules and Regulations: The parties recognize that the School Board, teachers and 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.

## **ARTICLE V TEACHERS' RIGHTS**

Section 1.     Rights to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative 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 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 2.     Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

Section 3.     Request for Dues Check Off: Teachers shall have the right to request and be allowed

dues check off for the exclusive representative and/or a payroll deduction for the NEA Fund for Children and Public Education. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization or the payroll deduction the teacher has authorized to be remitted to the NEA Fund for Children and Public Education. Such authorization shall continue effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-sixteenth (1/16) of such dues from each regular salary check of the teacher each month for eight (8) months, beginning in October and ending in May of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. Deductions shall be made each month and transmitted to the exclusive representative together with a list of names of the teachers from whose pay deductions were made.

Section 4.     Personnel Files: Pursuant to M.S. 122A.40, Subd. 9, as amended, all evaluations and files wherever generated relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her reasonable written notice to the Director of Human Resources. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the School District may destroy such files as provided by law. The school district will furnish a copy to the teacher of any material related to that teacher's performance placed in the teacher's personnel file. The school district's failure to provide such a copy to the teacher shall not require that the school district remove such material from the teacher's personnel file.

Section 5.     Fair Share Fee:

Subd. 1.     In accordance with M.S. 179A.06, Subd. 3, as amended, any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

Subd. 2.     The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Director of the Bureau of Mediation Services, the School District, and to each teacher to be assessed the fair share fee.

Subd. 3.     A challenge by a teacher or by a person aggrieved by the assessment

shall be filed in writing with the Director, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be

held in escrow by the School District pending a decision by the Director, PERB, or Court, as the case may be. Any fair share challenge shall not be subject to the grievance procedure.

Subd. 4. The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

Section 6. Meet and Confer: Upon request, the School District shall meet and confer with the Association pursuant to P.E.L.R.A. concerning policy matters not covered by this Agreement.

## **ARTICLE VI LENGTH OF THE SCHOOL YEAR**

Section 1. Teacher Duty Days: The length of the school year for 2017-2018 shall consist of 184 duty days for teachers and for 2018-2019 shall consist of 184 duty days for teachers including: student days, orientation and workshop days and in-service training days as set forth on the official calendar as determined by the School Board each year. Teachers shall perform professional teaching services on all teacher duty days, including those legal holidays on which the School Board is authorized to conduct school and which are designated in the official school calendar.

Section 2. New to the School District Faculty: All new to the School District faculty will be required to participate in a maximum of five (5) days of workshops on dates determined by administration. New faculty will be compensated at the lowest casual substitute teacher rate of pay for each pre-service workshop day attended. If a faculty member attends less than a day, the pay shall be prorated. When planning the workshop, time devoted to individual preparation will be given a priority.

Section 3. Emergency Closings: In the event of a student day or teacher day lost for any

emergency, the teacher shall perform teacher or teaching-related duties on that day or other such day in lieu thereof as the School Board or its designated representative shall determine, if any.

Section 4.     Meet and Confer: Prior to setting the calendar or making any changes, the School District shall afford the Association the opportunity to meet and confer on such matters.

## **ARTICLE VII HOURS OF SERVICE**

Section 1.     Basic Day: The basic teacher's day, exclusive of lunch, shall be seven and one-half (7 1/2) hours.

Section 2.     Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the school district. The specific hours for each building will be designated by the School Board after affording opportunity for the Association to meet and confer.

Section 3.     Additional Activities: Teachers may be obligated to reasonably participate in school activities beyond the regular building hours as is required by the School District, except participation in additional activities on Sundays shall be voluntary.

Section 4.     Lunch Period: All teachers will have a duty free lunch period of approximately thirty (30) minutes.

Section 5.     Preparation Time: Within the student day, each licensed teacher engaged full-time in direct instruction shall be provided a minimum of fifty-two (52) minutes of uninterrupted time in no more than two blocks of time. Within the student day, licensed teachers engaged part-time in direct instruction shall have their uninterrupted time prorated in no more than two blocks of time. Preparation time shall include preparation for classroom teaching, grading, or other paperwork, meeting with staff, contacting parents, or other professional related duties. Occasionally, it may be necessary for staff to leave the building during their preparation time for work-related business. In these circumstances, the teachers shall follow building procedures when leaving the building during working hours. Guidelines for the professional use of preparation time are contained in school district personnel policies.

In the event a teacher is required to travel during their preparation time, the teacher shall be paid an hourly rate of pay equivalent to thirty dollars (\$30.00) for every (60) minutes of time worked. Time worked for less than sixty (60) minutes shall be prorated. Affected faculty must submit a claim form for the pay.



## **ARTICLE VIII**

### **BASIC SCHEDULES AND RATE OF PAY**

- Section 1.     Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be part of the Agreement for the 2017-2019 school years. One year of performance increment shall equal a minimum of one hundred thirty-five (135) days on payroll and an annual overall rating of proficient by CACS peer reviewers. All qualified teachers shall be advanced at least one step from the 2015-2017 salary schedule. All qualified teachers shall be advanced one step from the 2016-2017 salary schedule. The school board reserves the right to withhold salary increases for just cause. A salary increase shall not be withheld unless the teacher is notified of the deficiency in writing and given reasonable opportunity to correct such deficiency. An action withholding a salary increase shall be subject to the grievance procedure.
- Section 2.     Status of Salary Schedule: The salary schedule shall not be construed to be a part of the teacher's continuing contract. Teachers shall be paid in accordance with the schedules referred to in Section 1, except as otherwise provided in this Agreement.
- Section 3.     Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:
- Subd. 1.     Germane and Prior Approval: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment. All credits, in order to be considered for application on the salary schedule, must be approved by the Director of Human Resources in writing prior to taking of the course. The teacher will be notified in writing within seven (7) working days as to the approval or disapproval of the request for application of credits on the salary schedule. In the event of course changes, the teacher shall present credits for approval as soon as possible.
- Subd. 2.     Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of "B" or higher. Credits to apply to lanes beyond a particular degree lane, must be earned subsequent to the earning of the degree. A grade of "pass" in a course offered on a pass/fail basis shall be deemed to be the equivalent of a "B".
- Subd. 3.     Undergraduate Credits: Undergraduate credits may be approved for advancement on the salary schedule with the written approval of the Director of Human Resources.
- Subd. 4.     Advanced Degree Program: A teacher shall be paid on the Master's degree lane only if the degree program is germane to the teaching assignment and has the written prior approval of the Director of

Human Resources and the college. Thereafter, prior written approval of courses or changes made by the college, in the approved degree program do not have to be resubmitted for prior approval by the Director.

Subd. 5.      Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid.

Subd. 6.      Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School Board and the teacher.

Subd. 7.      New Teachers: Each new teacher shall submit a transcript of his/her college credits with the return of his/her signed contract.

Subd. 8.      Earned Credits: In order for consideration for advancement on the salary schedule, course work must be taken by the teacher through an accredited college or university.

Subd. 9.      Effective Date: Individual contracts will be modified to reflect qualified lane changes on October 1st retroactive to the first paid work day of the year, and March 1<sup>st</sup> retroactive to March 1<sup>st</sup>. An official transcript of qualified credits or other evidence of satisfactory course completion must be submitted to the Human Resources Office by October 1st for courses completed prior to October 1st or the last working day of February for courses completed prior to the last working day of February to be eligible for the lane change. If evidence of satisfactory course completion is furnished because a transcript is not available, an official transcript must be furnished within sixty (60) calendar days of the due date for submitting evidence of courses completion.

Subd. 10.     Disputes concerning credit application as provided in this section shall be subject to the grievance procedure.

Section 4.    Pay Days: Teachers shall have their annual compensation divided into twenty-four (24) equal payments. Paydays shall be on the business day on or before the 15<sup>th</sup> and the 30<sup>th</sup>/31<sup>st</sup> day of each month. Upon request and with written notice to the Director of Human Resources' office prior to January 15, a teacher may receive the balance due at the conclusion of the school year in a lump sum payment. Approved lump sum payments shall be made on the business day on or before June 15<sup>th</sup>.

The pay period for teachers will be updated as necessary to be compliant with the

rules as entitled under Internal Revenue Service Code 409A.

Section 5.     Part-Time Teachers Including Part-Time Title I Teachers: Part-Time teachers shall be placed on the salary schedule as per Article VIII, Section 3, Subd. 6 and paid prorated to the hours worked. Part-time teachers shall be granted fringe benefits as included in Article X, Section 6.

Section 6.     Licensed School Nurses: Licensed school nurses shall be paid on the teachers' salary schedule.

Subd. 1.       Placement of school nurses on the salary schedule shall be by language found in section 3 of this article.

Subd. 2.       School nurses shall receive other benefits as provided in this contract for part-time teachers when working less than seven and one-half (7 1/2) hours a day. A school nurse contract of seven and one-half (7 1/2) hours a day shall receive benefits as provided to full-time teacher.

Subd. 3.       School nurses with contracts of seven and one-half (7 1/2) hours a day who are at least fifty (50) years of age and have completed fifteen (15) years of full-time service in the Centennial School District shall be entitled to remain in the district's group health insurance program. The nurse shall pay the full cost of either single or family coverage as the Nurse may elect. The Nurse must make arrangements to make the premium payment to the district's Business Office on a timely basis in order to continue in the health and hospitalization program.

Section 7.     Faculty Substituting for Colleagues:

Subd. 1.       Non-Student Contact Time: Faculty who substitute for colleagues during a faculty member's regular non-student contact time shall be paid an hourly rate of pay equivalent to \$30 for every sixty (60) minutes of time worked. Time worked for less than sixty (60) minutes shall be prorated. Affected faculty must submit a claim form for the pay.

Subd. 2.       Student Contact Time: If a substitute teacher cannot be hired for an absent teacher, and as a result, the absent teacher's class is reassigned to another teacher, the lowest casual daily substitute rate of pay shall be paid to the teacher. If the class is assigned to more than one teacher, the teachers shall equally share the lowest casual daily substitute rate of pay. Affected teachers shall not also be eligible to receive non-student contact time pay. The teacher(s) must complete a claim form to receive the pay.

Section 8. Early Childhood Family Education Teachers

- Subd. 1. Minnesota licensed early childhood-family education teachers--hereafter referred to as ECFE teachers--employed to regularly teach a minimum of eighteen (18) hours per week for at least one hundred (100) days during the regular school year shall be subjected to the terms of this section unless otherwise stated.
- Subd. 2. Qualified ECFE teachers will be considered for employment by the administration when making regular ECFE class assignments. Qualifications shall be determined by the administration.
- Subd. 3. ECFE teachers will be allocated time for preparation and setup as necessary and appropriate. Preparation and setup time shall be determined by the administration.
- Subd. 4. If a scheduled class session is canceled because of an emergency and not rescheduled, the ECFE teacher shall be paid for the canceled time at their regular hourly rate of pay to a maximum of six (6) paid hours.
- Subd. 5. ECFE teachers shall be granted forty-five (45) hours of paid leave for each regular school year worked. Use of leave shall not be limited to any specific reason and may be used for such purposes as employee sick leave, care of a person in the employee's household and personal leave. Unused leave may be accumulated to a maximum of 75 hours. ECFE teachers may not substitute leave for canceled and subsequently rescheduled classes. Approval to utilize leave hours shall be subject to the same policies/procedures/practices as any other teacher covered by the teachers' master agreement. At the time of separation, for any reason, from employment with the district, unused accumulated leave will not be paid to the employee.
- Subd. 6. ECFE teachers who regularly work a minimum of twenty-five (25) hours per week during the regular school year for a minimum of one hundred (100) days, may participate in the benefits outlined in Article X of the teachers' master agreement. ECFE teachers will receive a maximum monthly contribution of three hundred dollars (\$300.00) toward the cost of benefits for which they are eligible and in which they are enrolled. The cost of the premium not contributed by the school district shall be borne by the ECFE teacher and paid by payroll deduction.
- Subd. 7. An ECFE teacher under the provisions of this agreement shall serve a probationary period of three (3) years of continuous service in the school district during which time the school district shall have the

unqualified right to suspend without pay, discharge or otherwise discipline such teacher, and during this probationary period, the teacher shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned.

Subd. 8. ECFE teachers shall be placed on the regular salary schedule as any other regularly employed teacher is placed on the salary schedule. In order to move one step, a teacher must regularly work a minimum of eighteen (18) hours per week for a minimum of one hundred (100) days during the regular school year. Current employees, whose placement on the schedule will result in an hourly loss of pay compared to their current hourly pay, shall be placed on the step of the appropriate lane that equals their current hourly pay.

Subd. 9. Section 1 through Section 9 shall not be subject to the grievance process.

Section 9. Adult Basic Education Teachers

Subd. 1. Minnesota licensed teachers employed to regularly teach in the Adult Basic Education Program – hereafter referred to as ABE teachers – a minimum of eighteen (18) hours per week for at least one hundred (100) days during the regular school year shall be subject to the terms of this section.

Subd. 2. Qualified ABE teachers will be considered for employment by the administration when making regular ABE assignments. Qualifications shall be determined by the administration.

Subd. 3. ABE teachers will be allocated time for preparation as necessary and appropriate as determined by the administration.

Subd. 4. ABE teachers shall earn one-half day of personal leave for each month of employment to a maximum of ten (10) non-accumulative days per year (6.5 hrs/day x 10 = 65 hrs). Use of earned personal leave shall not be limited to any specific reason and may be used for such purposes as employee sick leave, care of a person in the employee's household and business which cannot be conducted outside of the normal workday. Approval to utilize earned leave shall be subject to the same policies/procedures/practices as any other teacher covered by the teachers' master agreement.

Subd. 5. ABE teachers who regularly work a minimum of twenty-five (25) hours per week during the regular school year for a minimum of one hundred (100) days, may participate in the benefits outlined in Article

X of the teachers' master agreement. ABE teachers will receive a maximum monthly contribution of three hundred dollars (\$300.00) toward the cost of benefits for which they are eligible and in which they are enrolled. ABE teachers shall be subject to the same group insurance policies/procedures/practices as any other teacher covered by the teachers' master agreement.

Subd. 6. An ABE teacher under the provisions of this agreement shall serve a probationary period of three (3) years of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such teacher, and during this probationary period, the teacher shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned

Subd. 7. ABE teachers' initial hourly rate shall be determined by placing the teacher on the salary schedule as would any other teacher be placed on the salary schedule. Thereafter, ABE teachers' hourly rate of pay shall be increased the same percentage as the total salary schedule improvement in the last teachers' negotiations settlement. There shall be no step movement for ABE teachers.

## **ARTICLE IX EXTRA COMPENSATION**

Section 1. Additional Assignments: Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract unless expressly provided as such in the individual contract.

Section 2. Extra-Curricular or Other Compensated Extra Duties: The wages and salaries reflected in Schedule B, attached hereto, shall be part of this Agreement for the 2017-2018 and 2018-2019 school years.

Section 3. Assignment of Extra-Curricular or Other Compensated Extra Duties: The Superintendent or his/her designee may assign the teacher to extra-curricular assignments or other compensated extra duties, subject to established compensation for such services which exceed the teaching or non-teaching services prescribed in the basic contract. Such assignments shall not be made without the consent of the teacher except on a temporary basis in the case of an actual emergency. Said extra-curricular and co-curricular assignments may or may not appear in the individual contract. Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract unless expressly so provided in the individual contract.

## **ARTICLE X GROUP INSURANCE**

Section 1.     Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board. The board will meet and confer with the Association on this matter.

Section 2.     Medical-Hospitalization Insurance:

Subd. 1.       Single Health Insurance:

The School District shall pay the full monthly cost of single health insurance equivalent to HealthPartners “Choice” Plan single group insurance, except as provided in Subdivision 4 of this Section. The Cadillac Tax and any or all other taxes associated with the provision of health care will be considered part of the premium.

Subd. 2.       Family Health Insurance:

Effective July 1, 2017, the School District shall contribute the sum of \$1,646.47 per month toward the monthly cost of a family medical-hospitalization group insurance plan. Effective January 1, 2018, the School District shall contribute the sum of \$1,688 per month toward the monthly cost of a family medical-hospitalization group insurance plan. Effective January 1, 2019, the School District shall contribute the actual percent increase to a maximum of a two and a half percent (2.5%) increase in the 2018 contribution not to exceed the sum of \$1,731 per month toward the monthly cost of a family medical-hospitalization group insurance plan. The employee must be eligible to enroll in the group insurance plan, employed by the School District, qualified for and enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. The Cadillac Tax and any or all other taxes associated with the provision of health care will be considered part of the premium.

Subd. 3.       Employee Plus One Insurance:

Effective July 1, 2017, the School District shall contribute the sum of \$1,582.52 per month toward the monthly cost of an employee plus one medical-hospitalization group insurance plan. Effective January 1, 2018, the School District shall contribute the sum of \$1,623 per month toward the monthly cost of an employee plus one medical-hospitalization group insurance plan. Effective January 1, 2019, the School District shall contribute the actual percent increase to a maximum of a two and a half percent (2.5%) increase in the 2018 contribution not to exceed the sum of \$1,664 per month toward the monthly cost of an employee plus one medical-hospitalization group

insurance plan. The employee must be eligible to enroll in the group insurance plan, employed by the School District, qualified for and enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. The Cadillac Tax and any or all other taxes associated with the provision of health care will be considered part of the premium.

Subd. 4.

Coverage for Families with Dual Employment:

Effective July 1, 2017, in the case of an employee with a spouse also employed by the school district where the spouse is identified as the employee's dependent in the school district's family medical insurance plan, the spouse shall not be eligible for the school district contribution to the premium for single health insurance. Instead, effective July 1, 2017, the school district shall contribute the sum of \$2089.80 per month toward the monthly cost of a family medical-hospitalization group insurance plan for employees with a spouse employed by the school district and enrolled in the family medical insurance plan and effective January 1, 2018 contribute the sum of \$2,143 per month toward the monthly cost of a family medical-hospitalization group insurance plan. Effective January 1, 2019 the school district will contribute the actual percent increase to a maximum of a two and a half percent (2.5%) increase in the 2018 contribution not to exceed the sum of \$2,197 per month. Married couples without any other dependents shall each be eligible to continue to subscribe to a single health insurance plan, or one, but not both, to an employee + one health insurance plan.

Section 3.

Income Protection Plan: The School District will contribute up to the sum of \$13.02 per month for each eligible teacher employed by the school district toward the purchase of an income protection plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Section 4.

Life Insurance: The School District will contribute up to the sum of \$9.63 per month toward the premium for a \$50,000 term life insurance policy for each eligible teacher employed by the school district. In order to be eligible for this contribution, the employee must be qualified for and enrolled in the group life insurance plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. Employees may purchase additional life insurance coverage at their expense, as permitted by the terms of the insurance policy and as provided by school district policy or practice.

Section 5.

Dental Insurance: The school district shall pay the full monthly cost of single dental group insurance, or contribute an equivalent monthly amount towards the cost of a family dental group insurance plan. The cost of the premium not contributed by the



school district shall be borne by the employee and paid by payroll deduction.

Section 6.     Eligibility: Eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this article.

Teachers working less than twenty-five (25) hours per week (.67 FTE) shall receive no School District contributions to insurance. Teachers working twenty-five (25) hours or more per week (.67 FTE) shall be eligible for the full amount of the School District contribution as provided in Article X, Section 2 and Section 5.

Section 7.     Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that 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 8.     Duration of Insurance Contribution Hired On/Before March 19, 2012: Full-time teachers hired on or before March 19, 2012 and who have retired at full time status from the School District who are receiving regular pension benefits from the Minnesota Teachers Retirement Association and who are eligible and enrolled in the School District medical-hospitalization program at the time of retirement, and have completed fifteen (15) full time years of teaching service in the School District while continuously employed, shall be eligible to elect participation in either Section 8, Subd. 1 or Section 8, Subd. 2 below.

Subd. 1. HRA Post Retirement Contribution

A teacher may elect at any time a one-time contribution to a Health Reimbursement Account (HRA) in the amount of Fifty One Thousand, Five Dollars (\$51,005). This lump sum amount will be adjusted annually by dividing the total lump sum by five (5) and multiplying by the percentage increase included in Section 2 Medical – Hospitalization Insurance or five percent (5%), whichever is greater. The election is irrevocable and the contribution will be paid within thirty (30) days after the effective date of retirement. A teacher who makes this election is also eligible for a School District sick leave buy back of a maximum of ten (10) days per year effective the school year in which the irrevocable election is made and annually thereafter provided the following requirements are satisfied:

The teacher must be fifty (50) years old and must have completed fifteen (15) consecutive years of regular school year service in the School District on or before June 30<sup>th</sup> in school year for which the buyback is sought.

2. The teacher must have sixty (60) days of unused accumulated sick leave on or before June 30<sup>th</sup> in the school year for which the buyback is sought.
3. The teacher must request a sick leave buy back on or before March 1<sup>st</sup> in the school year for which the buyback is sought. The request is irrevocable.
4. The value of each day shall be One Hundred Twenty Five Dollars (\$125.00). The amount of the contribution shall be calculated by multiplying the number of buy back days by \$125.00, which shall be deposited into the teacher's School District sponsored HRA on or before June 30<sup>th</sup> of that school year.
5. Teachers who have elected the a one-time contribution to a Health Reimbursement Account (HRA), and who are eligible to participate in the sick leave buy back option, can elect to buy back an additional 10 days of sick leave in the year they plan to retire provided the retirement notification is received by the school district prior to January 15<sup>th</sup> of that year.

Subd. 2.      Post Retirement Insurance Coverage

For employees who have not elected to participate in the HRA Post Retirement Contribution described in Section 8, Subd. 1 above, the School District shall contribute at the time of retirement a monthly maximum equal to the monthly maximum stated in Article X, Section 2, Subd. 1, for single coverage. The teacher shall be eligible to receive the contribution for a maximum of sixty (60) months. If a teacher is terminated by the School District and then is later rehired by the School District, the teacher's previous full-time experience in the School District shall be credited to the teacher towards completion of the required fifteen (15) consecutive years of teaching service in the School District. This option under Subd2 will be available until June 15, 2020 at which time it will end.

1. Teachers eligible for severance under Article XII, Section 3, or any teacher whose employment is severed shall be entitled to remain in the School District group health insurance program. Except as provided in Section 8, the teacher shall pay the full cost of coverage for which the teacher is eligible and enrolled.
2. If the teacher must make monthly premium payments to the School District, the teacher must make arrangements with the School District business office to make timely payments.

Section 9.      Duration of Insurance Contribution Hired After January 1, 2012: Full-time teachers hired after January 1, 2012 who have retired from the School District who are receiving regular pension benefits from the Minnesota Teachers Retirement

Association and who are eligible and enrolled in the School District medical-hospitalization program, and have completed fifteen (15) consecutive years of teaching service in the School District, shall be eligible to receive a School District contribution towards post-employment health care. The contribution shall be deposited into the teacher's School District sponsored Health Reimbursement Account (HRA) within thirty (30) days after the effective date of retirement. The contribution will be calculated as follows: a percentage of the unused accumulated sick leave days up to a maximum of one hundred eighty-four (184) days multiplied by Two Hundred Twenty-Five Dollars (\$225.00) per day. The School District contribution shall be eighty percent (80%) of this calculation at 15 years of service and increase by two percent (2%) per year to 100% at 25 years of service.

## **ARTICLE XI LEAVES OF ABSENCE**

Section 1.     Applicability: Leave provisions provided in this Article refer to leaves during the regular school term and are not applicable to summer employment unless otherwise provided herein.

Section 2.     Sick Leave:

Subd. 1.       All eligible teachers as defined in Section 15 shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the school district. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year.

Subd. 2.       A teacher in the school district shall be permitted to utilize his/her annual twelve (12) day accrual for the current year, in advance of accrual, if he/she performed his/her duties for at least ten (10) working days of the current school year. In the event that such sick days are utilized herein prior to the earning thereof, such days will be deducted from future accumulations. In the event that a teacher who has been permitted to utilize sick leave in advance of accrual, under these provisions, should leave the employ of the school district, he/she shall be liable to the school district for any sick leave pay advanced beyond his/her earned accrual.

Subd. 3.       Use of sick leave with pay to care for family members who are ill or injured will be granted in accordance with Minn. Stat. § 181.9413 (2013), as amended. Family members covered by Minn. Stat. § 181.9413 (2013) include minor and adult children, a spouse, sibling, parent, grandparent, or stepparent. Leave can be used no more than 160 hours in any 12-month period. Any amendments to the definition of family members covered by Minn. Stat. § 181.9413 (2013) shall be incorporated into the Master Agreement upon the effective date of the

amendment.

- Subd. 4. Unused sick leave days may accumulate to a maximum credit equal to the maximum number of teacher duty days in a school year.
- Subd. 5. Summer school teachers employed four (4) or more hours per day shall be eligible for one (1) day of sick leave during a summer session, non-accumulative. Full-time teachers that work forty (40) or more days extended time shall accrue sick leave at the rate of twelve (12) days per year.
- Subd. 6. Sick leave pay shall be allowed by the School Board whenever a teacher's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days. Sick leave is available for the disabilities incident to pregnancy but is not available while a teacher is on a long-term leave as described in Sections 6, 8, 9 or 10 below.
- Subd. 7. The School Board or his/her designee may require a teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.
- Subd. 8. In the event that a medical certificate will be required, the teacher will be so advised.
- Subd. 9. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.
- Subd. 10. Sick leave pay shall be approved only upon submission of a request through the authorized sick leave pay request process.
- Subd. 11. When a teacher is injured on the job in the service of the school district and collecting compensation insurance as well as drawing on sick leave and receiving full salary from the school district, his/her salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.
- Subd. 12. Subject to the other provisions of this Section, sick leave for regular part-time teachers:
1. All regular part-time teachers shall receive prorated sick leave benefits.
  2. Long-term substitutes filling an assignment for more than 60

consecutive calendar days, shall receive sick leave benefits on a pro-rata basis. Sick leave received shall not be accumulative from one year to the next.

3. Unused sick leave days will accumulate for regular part-time teachers. They shall earn prorated sick leave based on twelve (12) sick leave days per year. (Example - A teacher who is paid for three (3) hours per day shall accrue sick leave with one (1) day equaling three (3) hours. Unused sick leave days will accumulate to a maximum of 75 days.

Subd. 13. Upon the written request of a teacher, the Superintendent may grant additional paid sick leave to the teacher. The granting of such additional paid sick leave shall not be subject to review through the grievance procedure.

Subd. 14. Expectant fathers may take up to five (5) days of parental leave which shall be deducted from the teacher's accumulated sick leave at the time of the birth or adoption of a child.

Subd. 15. A leave of absence without pay, for the purpose of adopting a child, shall be granted by the School District for a period of one (1) calendar year from the date of adoption. The exact length of the leave will remain flexible, insofar as practical, to allow the adoption leave beginning and end dates to be set at natural breaks in school activities (school holidays, semester or quarter breaks, etc.) Teachers may use accrued sick leave concurrent with FMLA leave for duty days that occur during the first six (6) weeks of the adoption leave.

### Section 3. Funeral Leave:

Subd. 1. Up to but not exceeding five (5) days with full pay shall be allowed for a teacher's absence due to the death of a member of the teacher's immediate family, the teacher's spouse's or domestic partner's immediate family. Upon the prior request of the employee, additional paid immediate family funeral leave may be approved by the Director of Human Resources.

Subd. 2. The immediate family is defined as father, mother, sister, brother, spouse, domestic partner, son, daughter, stepchildren, grandparents, grandchildren, aunts, uncles, nieces and nephews. Domestic partner shall mean a person who is neither married nor related by blood or marriage to the employee, lives together with the employee in the same residence and intends to do so indefinitely, and is responsible with the employee for each other's welfare.

Subd. 3. Funeral leave may be used by a full-time summer school teacher pursuant to this Section.

Subd. 4. Teachers who have exhausted their five (5) days of personal leave may request additional paid leave for deceased people not defined as immediate family. All such requests must have the prior approval of the Director of Human Resources.

Section 4.     Personal Leave:

Subd. 1. A teacher that begins regular service on or before December 31<sup>st</sup> shall be granted up to five (5) days of personal leave per year, non-accumulative. The first three (3) days of personal leave taken by a teacher will be without pay deduction. For each day beyond three (3) taken, to a maximum of five (5) days taken, the teacher shall reimburse the school district through payroll deduction at the daily rate currently being paid to casual substitutes. The reimbursement by the teacher shall also include Teacher Retirement Association and FICA required payments.

For a teacher who has been employed in the district for 25 years, starting in their 26<sup>th</sup> year, they will be granted up to five (5) days of personal leave per year, non-accumulative. The first four (4) days of personal leave taken by a teacher will be without pay deduction. For each day beyond four (4) taken, to a maximum of five (5) days taken, the teacher shall reimburse the school district through payroll deduction at the daily rate currently being paid to casual substitutes. The reimbursement by the teacher shall also include Teacher Retirement Association and FICA required payments.

Subd. 2. A teacher who begins regular service on or after January 1<sup>st</sup>, shall be granted up to three (3) days of personal leave per year, non-accumulative. The first day of personal leave taken by a teacher will be without pay deduction. For each day beyond one day taken – to a maximum of three (3) days taken – the teacher shall reimburse the school district through payroll deduction at the daily rate currently being paid to casual substitutes. The reimbursement by the teacher shall also include Teacher Retirement Association and FICA required payments.

Subd. 3. Personal leave shall be granted by the School District if the following criteria are met:

1. The request is received by the Director of Human Resources at least three (3) working days in advance of the leave date. Personal leave day requests will be processed in the order in

which the requests are received by the human resources office.

The three (3) day requirement may be waived by the Director of Human Resources in case of emergency.

2. Eight percent (8%) of a building staff or a maximum of two (2) people (whichever is greater) may be granted personal leave for the same day being requested.
3. Personal leave shall normally not be permitted on the first ten (10) days or the last fifteen (15) days of the school year or on workshop days. The Director of Human Resources may grant personal leave to teachers during these periods of time under extenuating circumstances as determined by the director.
4. Personal leave shall not be used for the conduct of or participation in the business of the exclusive representative.
5. Personal leave may not be used for purposes of appearing before a court, grievance arbitrator or any other proceedings in which the petitioner for personal leave is a participant individually or through membership in an organization in any action against the School District.

Subd. 4. As an incentive for not utilizing paid personal leave without a substitute teacher deduct, teachers who do not utilize any portion of a paid personal leave day without substitute teacher deduct shall receive the lowest, casual substitute teacher daily rate of pay for the day(s) or credit their accumulated sick leave for the day(s). The maximum total number of paid or credited days shall not exceed three (3) days. Normally, the incentive pay shall be included in the last paycheck of the school year. If the teacher has already received the incentive pay and utilizes any portion of their second or third day, the lowest, casual substitute daily rate of pay shall be automatically deducted from the teacher's next paycheck. Personal leave with substitute teacher deduct cannot be used to extend maternity leaves or Article XI, Section 2, Subd. 14 expectant fathers' leave.

Section 5.      Short Term Unpaid Leave:

Subd. 1. A short term leave of absence, without pay, not to exceed two (2) days per year, non-accumulative, may be granted to a teacher at the discretion of the Superintendent.

Subd. 2. Requests for short term unpaid leave of absence must be made in writing to the Director of Personnel at least three (3) working days in advance, except in cases of emergency. The request shall state the reason for the proposed leave. The teacher will receive a written response from the Superintendent within two (2) days after receipt of the written request for leave.

Subd. 3. A short term unpaid leave normally shall not be granted the first five (5) days and the last five (5) days of the school year.

Section 6.      Sabbatical Leave:

Subd. 1. A sabbatical leave may be granted to teachers in the school district for the purpose of professional improvement subject to the conditions established by the School Board and subject pursuant to M.S. 122A.49.

Subd. 2. To be eligible for sabbatical leave an individual must have been employed at least seven (7) years in the school district.

Subd. 3. Sabbatical leave for study shall be limited to an individual centering his/her study in his/her area of employment in the school district and shall not be used for retraining in a new area unless at the request of the school board.

Subd. 4. The proposed program of study must be approved in advance by the Superintendent of Schools and the School Board and such program of study shall be in formal educational course credits.

Subd. 5. Applications for sabbatical leave shall be submitted in writing to the Director of Human Resources at the earliest possible date but in no case shall this be after January 1st of the year preceding the school year in which the leave is sought.

Subd. 6. The number of teachers on sabbatical leave shall be limited to three (3) teachers in any one (1) year. The granting of sabbatical leave, however, is purely within the discretion of the School Board and the School District reserves the right to refuse to grant any and all sabbatical leaves, if, in the judgment of the School Board, such leaves should not be granted.

Subd. 7. The allowance granted to a teacher on sabbatical leave shall be one-half (1/2) of the basic contract salary (not including any extra-curricular pay) of the individual for the school term in which the application for the sabbatical leave is made.

Subd. 8. A teacher who is granted a sabbatical leave must return to teach in the school district for two (2) full years following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity determined by the physician or by discontinuance of position by board action, before the expiration of the two (2) years, he/she shall pay back to the School District in full,



the sabbatical allowance which was provided.

Subd. 9. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the School District, including, but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

Subd. 10. If, in its discretion, the School Board grants a sabbatical leave it may be contingent upon the ability of the School District to secure a satisfactory substitute.

Subd. 11. The School District reserves the right to rescind a sabbatical leave approval in the event of an emergency.

Subd. 12. Upon satisfactory completion of a sabbatical leave the individual shall be assigned to a position commensurate with the one he/she occupied prior to the leave.

Subd. 13. A teacher on sabbatical leave shall retain such amount of sick leave days and other accrued benefits which he/she had accrued, if any, at the time he/she went on sabbatical leave for use upon his/her return pursuant to the sick leave policy. No additional sick leave shall accrue for the period of time that a teacher is on sabbatical leave.

Subd. 14. A teacher is eligible to continue his/her group insurance benefits, including board contribution pursuant to Article X of this Agreement, providing the teacher makes arrangements to remit to the school district the teacher's share, if any, of any premium on such benefits, as due.

Section 7. Jury Duty: Any teacher who is called to serve on jury duty shall be provided leave with pay for each day of required jury duty service. The teacher shall notify the Director of Human Resources of the dates of pending absence as soon as possible following notice of jury duty service, but in no event later than one (1) week prior to commencing jury duty service. The teacher shall reimburse to the School District any per diem paid to a juror by the court for jury duty service, except that the teacher shall retain any mileage and meal allowance paid by the court.

Section 8. Military Leave: Military leave shall be granted by the School District pursuant to applicable State and Federal laws.

Section 9. Family Leave:

Subd. 1. A family leave shall be granted by the School District subject to the

provisions of this Section. Family leave shall be granted because of the need to prepare and/or provide parental care for a child or children including an adoptive child or children for an extended period of time.

- Subd. 2. A teacher making application for family leave shall inform the Director of Human Resources in writing of the intention to take the leave at least three (3) calendar months before the beginning of the intended leave, except in emergency situations. The application shall include the beginning date and the tentative return date for the family leave. The Director of Human Resources shall consult with the teacher regarding the ending date of the leave and may make moderate adjustments in the ending date. A moderate adjustment is defined to mean an adjustment of no more than ten (10) working days on either side of the date desired by the teacher. The beginning date may be changed by the teacher in cases of emergency.
- Subd. 3. In the situation where the Director of Human Resources chooses to make a moderate adjustment in the tentative return date from family leave, and such adjustment causes a teacher to have less than the required number of days to receive experience credit, the section on experience credit shall be waived and said teacher shall receive a full year of experience credit.
- Subd. 4. If the reason for the family leave is occasioned by pregnancy, the teacher shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. Family leave may be taken following the utilization of sick leave and/or long-term disability due to pregnancy, delivery and recovery.
- Subd. 5. In approving a family leave of absence, the School District shall not be required to grant a leave in combination with any other paid or unpaid leaves of absence of more than twelve (12) months in duration or permit the teacher to return to his/her employment prior to the date designated in the initial application for the family leave, unless a different date of return is mutually agreed upon by both parties.
- Subd. 6. A teacher returning from family leave shall be re-employed in a position which he/she is licensed unless previously discharged or placed on unrequested leave pursuant to M.S. 122A.
- Subd. 7. Failure of the teacher to return pursuant to the date determined under this Section may constitute grounds for termination unless the School District and the teacher mutually agree to an extension of the leave.
- Subd. 8. The parties agree that the applicable periods of probation for teachers

as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have an opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on family leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A teacher who returns from family leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The teacher shall not accrue additional experience credit or leave time during the period of absence for family leave.

Subd. 10. Leave under this Section shall be without pay or fringe benefits.

Subd. 11. Expectant fathers may utilize leave pursuant to this section or Article XI, Section 2, Subd. 14.

Section 10. General Leave of Absence:

Subd. 1. Teachers with a minimum of three (3) years of experience in the school district may apply to the Director of Human Resources for an unpaid leave of absence subject to the provisions of this Section. The granting of such leave shall be at the discretion of the School District.

Subd. 2. Such leave may be granted by the School District for exchange teaching, further study, Peace Corp, employee organization activities, public office, or other reasons deemed appropriate by the School District.

Section 11. Medical Leave:

Subd. 1. A continuing contract teacher who is unable to teach because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. The School District may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a written doctor's statement.

Subd. 2. A request to the Director of Human Resources for leave of absence under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

- Section 12.     Insurance Application: A teacher on family leave, general leave and medical leave pursuant to this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school business office to pay the School District the monthly premium amounts in advance on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.
- Section 13.     Accrued Benefits: An employee on family leave, general leave, and/or medical leave, pursuant to this Article, shall retain such amount of sick leave days, experience credit for pay purposes, and other accrued benefits, if any, at the time he/she went on leave for use upon his/her return. No additional sick leave, experience credit for pay purposes, or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.
- Section 14.     Seniority: For purposes of seniority standing, a teacher on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.
- Section 15.     Eligibility: Leave benefits provided in this Article shall apply to regularly contracted teachers who are regularly employed during the regular school year. Part-time teachers shall receive leave benefits on a pro-rated basis.
- Section 16.     Religious Leave: A teacher may make a request to the Director of Human Resources up to three (3) days for religious leave, non-accumulative, per year. The intent of this leave is to allow teachers to participate in major religious holidays that require their absence from work. Any teacher that utilizes this leave shall reimburse the School District the lowest casual sub rate in effect on the day of the leave.
- Section 17.     Association Leave: The School District shall allow up to sixty (60) days bi-yearly for Association Leave.
1.     All requests must be made in writing to the Director of Human Resources at least three (3) calendar days in advance of the request. The three (3) day requirement may be waived by the Director of Human Resources in case of an emergency.
  2.     All requests for Association Leave must be made by the Association President or designee.
  3.     Association Leave shall normally not be granted for the first or last five (5) days of the school year, parent/teacher conference days or workshop days.
  4.     The School District shall be reimbursed by the Association at the lowest casual sub rate for each day of Association Leave that is used.

Section 18. Compensatory Personal Leave

- Subd. 1. A teacher who is requested by a principal to substitute for a colleague during regularly scheduled non-student contact time may: (1) earn compensatory personal leave, or (2) claim form the time for compensation as per the teachers' master agreement.
- Subd. 2. The maximum amount of compensatory personal leave time that a teacher may earn for a regular school year is two (2) days. One (1) earned day shall be equal to substituting for a colleague 282 minutes.
- Subd. 3. Compensatory personal leave time shall be in addition to any other paid personal leave.
- Subd. 4. Utilization of compensatory personal leave time is subject to the same teachers' master agreement provisions and/or school board policies, rules, regulations and procedures as any other personal leave with one exception. Compensatory personal leave time may be carried into the succeeding school year, but it must be used prior to January 1<sup>st</sup> of the succeeding school year or the time will be lost. Compensatory personal leave time carried into the succeeding school year and not used prior to January 1<sup>st</sup> may not be claimed for compensation.
- Subd. 5. In order to utilize earned compensatory leave time, a teacher must submit a prior approval for leave request form to the site's principal for verification of earned compensatory personal leave time. The teacher must check "Other" leave on the form and list "Compensatory Personal Leave." After verification of the earned compensatory personal leave time, the principal will forward the leave form to the human resources office for processing.
- Subd. 6. Personal leave compensatory time earned, but not utilized, shall be paid at the same hourly rate as Article VIII, Section 7 of the teachers' master agreement except as provided in Section 4. The teacher must complete a claim form for the time earned but not utilized in order to be compensated.

Section 19. Donation of Paid Personal or Sick Leave

The District and CEA recognize the stress and strain put on a Teacher and family when a serious illness or injury strikes the employee. A catastrophic illness or injury can result in the loss of time and wages depending on the individual Teacher's situation. In support of the Teacher and in acknowledgement of the value of that staff person to the District, the District and the CEA have developed an emergency sick leave pool where Teachers who have exhausted their leave options may apply

for additional days available as part of the pool. The pool will be filled by donations made by members of the CEA employee unit to support colleagues experiencing such circumstances.

Subd. 1.      Purpose. The purpose of this section is to provide Teacher the opportunity to voluntarily donate paid personal or sick leave to Teacher that has been diagnosed with a catastrophic illness or injury.

The purpose of the donation process is to help the employee who has exhausted all earned paid leaves of absence including paid personal days, paid personal days with a substitute teacher substitute deduction, and sick leave days until the employee is eligible for Long Term Disability (LTD) Insurance payments.

Catastrophic Illness or Injury Defined: Catastrophic illness or injury is defined according to the current LTD provider.

Subd. 2.      Eligibility. In order to be eligible to receive donated paid sick leave, the Teacher must meet all of the following criteria:

1.      Diagnosed by a physician with a catastrophic illness or injury (as defined above). The physician must sign and date a statement describing the illness. The statement must accompany a written request to the director of human resources for donated paid personal or sick leave.
2.      The employee must have exhausted all earned paid leaves of absence including paid personal days, (*paid personal days with a substitute teacher deduction*), and sick leave days.
3.      Approved by the school district's long-term disability group insurer to receive long-term disability payments (participant in the LTD insurance plan and have applied for benefits).
4.      Must have already participated in the sick/personal leave donation process. Participation is defined as already have donated 1-3 days of their own time. Employees need to donate at the time of hire or make an initial donation to be eligible to participate. Once the sick leave bank reaches 500 days, donations are no longer needed until the bank is reduced to 50 days (unless the employee is new and wants to participate in the program). All days donated to the pool are non-returnable.

5. Eligibility for the leave donation ends when the CEA Member becomes eligible for long-term disability or 30 days, whichever is less.
6. Be available to the employee for the employee's own illness.

Subd. 3. Donation Details.

1. Leave Bank: The minimum number of days in the sick leave bank for the unit will be 50 days. When the reserve balance stands at fifty (50) days or fewer, all CEA Members wanting to belong to the reserve must contribute at least one day to the reserve to continue participation.
2. Notification. Upon receipt of an eligible teacher's request for donated sick leave, the Human Resources Director, with two (2) of the unit's representatives, one of whom will be the President or his/her designee, determine eligibility. The decision on approval on individual requests is final and is not subject to the grievance process.
3. Value: The value of a donated day will be equal to the employee's regular daily rate of pay. Donated days will be deducted in whole, not partial days.
4. Status of Donated Days. Once donated time has been transferred to the donation bank, the donor has no rights to that time for any reason and the time will be treated as if the donor utilized the time.
5. Allowance: The maximum number of days that an eligible employee may access the donation bank is 30 days in any 3 year period.
6. Process: Donated days will go directly into the eligible employee's sick leave bank (Aesop) or whatever service is used. The Human Resources Director will be in charge of depositing the approved allotted days into the eligible employees sick leave bank.

Section 20. Reinstatement from a Leave of Absence: The school board shall not be obligated to reinstate any teacher who is on an extended leave of absence, unless the teacher advises the school board in writing of their intention to return before March 1<sup>st</sup> in the school year preceding the school year in which the teacher wishes to return, or by March 1<sup>st</sup> in the calendar year in which the leave is scheduled to terminate.

## **ARTICLE XII SEVERANCE PAY**

Section 1. On or before January 31, 1996 all teachers who began teaching service in the school district prior to June 30, 1995 shall make a once in a career, irrevocable election to participate in one (1) severance pay program as listed in Section 2, or Section 3, or Section 4 of this article. All teachers who began teaching service after June 30, 1995 will be allowed to participate in the 403B program and will have no rights now or in the future to participate in the early retirement incentive program as listed in Section 3 of this article or the combination program as listed in Section 2 of this article.

Section 2. Combination Program:

Subd. 1. Combination Program Eligibility: If a teacher's total years of service on or before June 30, 1997 is a minimum of fifteen (15) years in the Centennial School District (one year of service shall be defined as the teacher being on payroll for a minimum of one hundred thirty-five days), the teacher will be eligible to elect on or before January 1, 1998, to participate in:

1. The early retirement incentive program as listed in Section 3 of this article, **or**
2. The 403B program as listed in Section 4 of this article, **or**
3. A combination of the early retirement incentive program and 403B program as listed in Section 2 of this article.

Teachers eligible to make the election must have been eligible for the Old Severance Program, and must not have been eligible for any previous once in a career severance pay election.

Subd. 2. The requirements governing the combination program shall be those as listed in this article and in the school district 403B Plan Document.

Subd. 3. The career cumulative school district 403B matching contributions at the time of the teacher's retirement shall be deducted from the teacher's total early retirement incentive pay.

Subd. 4. One percent (1.00%) of the career school district 403B matching contributions at the time of the teacher's retirement shall be deducted from the teacher's total early retirement incentive pay.

Section 3. Early Retirement Incentive Program (Old Severance Program):

Subd. 1. Full-time teachers who are at least fifty (50) years of age and have completed fifteen (15) years of full-time service in the Centennial



School District shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board.

Subd. 2. This Article shall apply only to teachers whose service has been full-time and have completed fifteen (15) years of service prior to the effective date of resignation.

Subd. 3. Full-time teachers shall accumulate seven (7) days of credit for each full year of teaching service for the Centennial School District, to a maximum of one hundred fifty (150) days. The maximum severance pay available to any single teacher is Sixty Thousand Dollars (\$60,000).

Subd. 4. In applying these provisions a teacher's daily rate of pay shall be the basic daily rate of the teacher's last day of actual service as provided in the basic salary schedule for the basic school year and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

Subd. 5. A teacher shall be eligible for severance pay as defined and limited in Subd. 3 upon retirement. If a new duty year has started and the retirement will be effective at the conclusion of the regular school year, then the severance pay shall be calculated based on the daily rate earned by the teacher on the last day that the teacher provided services.

Subd. 6. In determining the severance amount calculation the following criteria shall be applied: Full-time teachers who are in either the Combination Severance program or the "old severance" plan who are eligible to receive a severance benefit per Article XII must irrevocably choose within 90 days prior to their eligibility one of the two methods of calculating their severance payment at time of retirement:

- Choice 1 – the number of days accumulated in Subd. 3 shall be taken from the teachers accumulated sick leave days x the daily rate of pay (not to exceed 150 days or \$60,000)
- Choice 2 – apply the formula in Subd. 3 with no use of accumulated sick leave days.

Subd. 7. Severance, if any, shall be paid by the School District directly into the employee's Internal Revenue Code § 403B account in three (3) equal installments within two calendar years, beginning on June 15 in the year of separation. The second installment shall be paid on September 15 immediately following the first installment payment.

The third and final installment shall be paid on the following September 15. The School District shall make these payments directly into an Internal Revenue Code § 403B plan selected by the employee from among those plans offered by vendors approved by the School Board. If after termination of employment the teacher dies before the payment has been made, the balance due shall be paid to a named beneficiary or lacking name to the estate of the deceased. In order to be paid severance pay, a teacher must fulfill their current contract with the school district (i.e., they must work or be on authorized leave for the last day prior to retirement).

Subd. 8. Severance pay shall not be granted to a teacher whose employment is terminated pursuant to M.S. 122A.40, Subd. 9.

Subd. 9. For those teachers who chose to remain in the “old severance” plan prior to the 1999-2001 contract shall have a one-time opportunity to elect to join the Combination Severance program. This choice must have been made on or before December 31, 2001.

Section 4.     403B Program:

Subd. 1.     403B Program Eligibility: If a teacher's total years of service on or before June 30, 1997 is at least one (1) but less than fifteen (15) years in Centennial School District (one year of service shall be defined as the teacher being on payroll for a minimum of one hundred thirty-five days), or if the teacher is eligible to participate in the Section 2 Combination Program, but does not elect to participate in the combination program, the teacher will be eligible to elect to participate in:

1.     the early retirement incentive program as listed in Section 3 of this article, **or**
2.     the 403B program as listed in Section 4.

Subd. 2.     The requirements governing the 403B program shall be those as listed in this article and in the school district 403B Plan Document.

Subd. 3.     If the teacher elects the 403B program, the school district shall make the matching contribution for that year to one (1) of the approved companies which the teacher shall elect for that year.

Subd. 4.     Payroll deductions for 403B contributions shall be made each regular payday.

Subd. 5.     Full time, 1.0 FTE teachers are eligible for the 403B matching

program.

Subd. 6.      403B Matching Schedule:

1. The school district matching schedule for the 2017-2019 Section 2 combination program and the Section 403B program shall be as follows:

| <u>Years of Service</u> | <u>Amount Each Year</u> |
|-------------------------|-------------------------|
| 1-3                     | \$0                     |
| 4-8                     | \$1,100                 |
| 9-13                    | \$1,600                 |
| 14-16                   | \$1,900                 |
| 17+                     | \$2,900                 |

Career maximum of \$60,000 made in years 4 until retirement.

ABE and ECFE teachers shall be eligible for a school district matching contribution in an amount equal to the teacher's contribution, up to \$500 each year effective in their 4<sup>th</sup> year of service in the school district.

Subd. 7. If a teacher is involuntarily reduced in FTE, they may continue to receive district matching funds as long as they remain employed by the district at the involuntary level.

**ARTICLE XIII**  
**CONTRACTS/JOB SHARE**

Section 1.      Reduced Time Contracts:

Subd. 1.      Any teacher that is currently teaching in the Centennial School District and has been employed by the School District for twenty (20) years or more, may request a teaching position for less than full-time, effective the next school year. Such requests shall be made to the Superintendent, in writing, on/or before February 1st of the preceding year and may be granted or denied at the discretion of the Superintendent.

Subd. 2.      If the teacher that is on reduced time contract desires to return to a full-time assignment, or the School District desires the teacher to return to a full-time assignment, notification shall be sent no later than February 1st preceding the school year in which the teacher is to resume a full-time assignment. Upon request, the teacher shall be returned to his/her previous full-time assignment or to a similar or comparable assignment.

Subd. 3. Any teacher on reduced time contract shall retain all rights that would otherwise accrue under this contract and shall receive salary and leave benefits pro-rated from the level the teacher would have received in a full-time assignment. Such teacher(s) shall retain their full medical and health benefits as though they were full-time employees.

Subd. 4. Teachers under this Article shall retain for use all accrued sick leave. Additional sick leave shall be accrued on a pro-rated basis according to the number of days of duty.

Subd. 5. Teachers under this Article shall be eligible for the provisions of Article XII, as if the teacher(s) were full-time employees.

Subd. 6. The reduced time contract may or may not be granted at the discretion of the Superintendent. The decision of the Superintendent shall be grievable only to the School Board level, not to include arbitration.

Section 2.     Job Shares:

Subd. 1. Any teacher that is currently teaching in the Centennial School District and has been employed by the School district for five (5) years or more, may request a job share teaching position for less than full-time effective for the next school year. Job shares are for two (2) full-time teachers.

Subd. 2. If the teacher that is on a job share reduced time contract desires to return to a full-time assignment, notification shall be sent no later than February 1st preceding the school year in which the teacher is to resume a full-time assignment. Upon request, the teacher shall be returned to his/her previous full-time assignment or to a similar or comparable assignment.

Subd. 3. Any teacher on a job share reduced time contract shall retain all rights that would otherwise accrue under this contract and shall receive salary pro-rated and benefits as stated in Article X.

Subd. 4. Teachers under this Article shall retain for use all accrued sick leave. Additional sick leave shall be accrued on pro-rated basis according to the number of days of duty.

Subd. 5. Teachers under this Article shall be eligible for the provisions of Article XII as if the teacher(s) were full-time employees.

Subd. 6. All job share proposals for the next school year shall be submitted to the principal and superintendent on or before February 1st of the

current school year. Job shares are to be renewed annually. The proposal shall address the following items:

1. Parents option to enroll their child by May 15<sup>th</sup>
2. Monthly written communication with parents
3. Quarterly reviews with Principal
4. Attendance at school activities; i.e., open house, PTA, etc.
5. Parent/teacher conferences
6. Special meetings; i.e., staffing, curriculum, grade level, faculty, fund raisers, building committees, etc.
7. Overlap time
8. Subbing for each other
9. There may be additional concerns that a building principal will want addressed

It is recommended that anyone considering a job share position, discuss this option with the building principal before submitting an application.

Subd. 7. Before any job share requests are implemented they will first need to be approved by the building principal and superintendent. If denied, the teachers will be given the reasons for denial in writing.

Subd. 8. Job share denials are not subject to the grievance procedure.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher or a group of teachers resulting from a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative: The employee may be represented during any step of this procedure by the Association. The School District may be represented during any step of this procedure by its designated representative. Copies of all correspondence between the School District and the grievant shall be sent to the Chairperson of the Association's Teachers Rights Committee.

Section 3. Definitions and Interpretations:

Subd. 1. The term "teacher", except where otherwise indicated, is considered to apply to all members of the appropriate unit.

Subd. 2. An "aggrieved teacher" or "grievant" is the teacher or teachers making the claim.

- Subd. 3. The time limits provided in the grievance procedure shall be strictly observed but may be extended by written agreement of the parties concerned. In the event a grievance is filed after May 1st of any year, and strict adherence to the time limits may result in hard-ship to any party, the parties shall make reasonable efforts to process such grievance prior to the end of the school year.
- Subd. 4. Reference to "days" regarding time periods in this procedure shall refer to calendar days.
- Subd. 5. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a school holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or school holiday.
- Subd. 6. The filing of service of any notice or document herein shall be timely if it is personally served or if it bears a certified post-mark of the United States Postal Service within the time period.
- Subd. 7. A form which must be used for filing of grievances shall be provided by the School District (Attachment A). Such form shall be readily accessible in all school buildings.

Section 4. Adjustment of Grievance, Time Limitation and Waiver: The parties shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner: If a teacher believes there has been a grievance, he/she shall discuss the matter with the responsible administrator in an attempt to arrive at a satisfactory solution. If the grievance is not resolved as a result of this meeting, the grievance shall be reduced to writing, setting forth the facts and the specific provisions of the Agreement allegedly violated, and the particular relief sought. An alleged grievance must be presented in writing as promptly as possible and within twenty (20) days of the occurrence of the act or within twenty (20) days after the employee acquired or should, through the use of reasonable diligence, have acquired knowledge of the alleged violation. Failure to file a grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the periods hereafter provided shall also constitute a waiver of the grievance.

- Subd. 1. Level I. The written grievance, signed by the teacher involved must be presented to a responsible administrator within the time limits provided in Section 4. The responsible administrator shall meet with the teacher within seven (7) days after receipt of the written grievance and given a written answer to the grievance within five (5) days of the

meeting. The teacher has five (5) days in which to either accept the answer or appeal it in writing to the next level.

Subd. 2.        Level II. If the grievance has not been resolved in Level I, it may then be processed to Level II by presenting the written grievance to the Superintendent. The Superintendent or his/her designee shall meet within ten (10) days after receipt of the written appeal to discuss the problem with the teacher. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the grievant. The teacher has five (5) days in which to either accept the answer or appeal it in writing to the next level. Such appeal shall be served in the Office of the Superintendent.

Subd. 3.        Level III. If the grievance has not been resolved at Level II, the grievance may be presented to the School Board for consideration. The School Board reserves the right to review or not to review the grievance, but must make that decision within fifteen (15) days after receipt of the written appeal. In the event the School Board chooses to review a grievance, the Board or a committee thereof shall, within fifteen (15) days, meet to hear the grievance. After this meeting, the Board shall have a maximum of fifteen (15) days in which to answer the grievance in writing. If the matter is not resolved at this level, the teacher has five (5) days in which to either accept the answer or appeal it to arbitration by filing such appeal in the Office of the Superintendent. The School Board reserves the right at its own instance to review any decision under Level I or Level II of this procedure, provided the School Board serves such notice within fifteen (15) days after the decision is issued. In the event the School Board reviews a grievance under this subdivision, the School Board reserves the right to affirm, reverse, or modify such decision.

Subd. 4.        Denial of Grievance: Failure by the School District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level. This shall not negate the obligation of the School District to respond in writing at each level of this procedure.

Subd. 5.        Step 3 Waiver: Provided both parties agree in writing, Subd. 3 of this grievance procedure may be by-passed and the grievance taken directly to arbitration.

Section 5.        Arbitration:

Subd. 1.        Procedure: In the event that the parties are unable to resolve a grievance it may be submitted to arbitration as defined herein.

Subd. 2.        Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after five (5) days, either party may request the Minnesota Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2, provided such request is made within ten (10) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after receipt of said request. Failure to request an arbitrator from the bureau within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 3.        Submission of Grievance Information:

1. Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the Superintendent, the submission of the grievance which shall include the following:
  - a. The issues involved
  - b. Statement of the facts.
  - c. Position of the grievant.
  - d. The written documents relating to Section 4 of this Article.
2. The School District shall make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 4.        Hearing: The grievance shall be heard by a single arbitrator. The grievant may be represented by Association Representative(s) and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses and make oral or written arguments relating to the issues before the arbitrator.

Subd. 5.        Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the Act.

Subd. 6.        Expenses: Each party shall 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 shall be made of the hearing at the request of either party.



The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 7.        Restriction on Arbitrator: The arbitrator shall not have the power to add to, subtract from, or to modify the terms of the Agreement.

## **ARTICLE XV UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY**

Section 1.        Purpose: The purpose of this Article is to implement the provisions of M.S. 122A.40, Subd. 10.

Section 2.        Consultation: In the event that unrequested leaves of absence are contemplated, the Association shall be consulted in an effort to minimize the impact on the teaching staff and the education program of the School District. In determining the number of teachers to be placed on unrequested leave, the Board shall first ascertain the status of all teachers for the next school year, including teachers on leave of absence and teachers intending to resign or retire.

Section 3.        Posting: In the event it becomes necessary to place teachers on unrequested leave of absence, the areas of certification affected shall be posted in each building and a copy will be sent to the Association.

Section 4.        Seniority:

Subd. 1.        Each teacher shall have seniority based on total experience in the School District from the first day of contracted service. Contract service, including part-time contract service, during the school year shall be counted. Service in summer school, driver training, curriculum work or extra-curricular activities, or adult education shall not be counted. If long-term substitute services were performed immediately preceding contractual service, it shall be counted toward seniority.

Subd. 2.        Time spent on approved leaves of absence from which the teacher returns to service in the School District shall be counted when determining seniority.

Subd. 3.        A teacher who accepts another licensed position in District 12 outside the bargaining unit shall retain seniority status.

Subd. 4. The seniority status of all teachers shall be maintained within the teacher's area of certification and shall be available to teachers upon request. The list shall be posted on the School District Intranet by February 15 of each year, with a printed copy for posting provided to the CEA president and to each building principal.

Subd. 5. The original seniority date shall be retained by any teacher whose employment was legally terminated at the end of one school year but whose employment was subsequently reinstated by the School District by October 1 of the immediate succeeding school year. Such teachers shall retain any accrued leave benefits they had prior to termination and subsequent rehiring.

Section 5. Provisions: Any non-probationary teacher whose contract is not renewed for the following school year due to discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts, shall be placed on unrequested leave of absence in the following order from among all teachers in the School District so certified.

1. Teachers with lesser seniority status.
2. In the event of a staff reduction, action affecting teachers whose first date of employment commenced on the same date and have equal seniority, the selection of the teacher for purposes of discontinuance shall be in order of the following criteria:
  - a. Previous teaching experience (excluding substitute teacher experience) within or outside of Minnesota while holding a valid teaching license;
  - b. Lower file folder number as shown on the teacher's current Minnesota teaching license.
3. Teachers having more than one area of certification who are or are about to be placed on unrequested leave according to the provisions of this Article, shall have the right to take another position for which they are certified, within the bargaining unit, provided that the teacher's seniority status shall be greater than another teacher in such area and that such position is not more than the greater of the highest level of previous employment or a .7 contract. It is assumed that teachers to be placed on unrequested leave will exercise their right to displace teachers lower on the seniority list who are employed in positions for which both are certified unless such teachers notify the Human Resources Office in writing that they do not intend to exercise their rights.
4. Only licenses on file with the district Human Resources Office by January 15th shall be considered while implementing unrequested leaves effective the following June.
5. Case law stemming from M.S. 122A.40, Subd. 11, (including any possible requirement that teachers must be involuntarily transferred to facilitate the

retention or recall of a senior teacher in the unrequested leave process) shall not apply. Provided, however, a teacher may not be involuntarily transferred to teach in a different area of licensure if such transfer would alter the order of unrequested leave placement of teachers within the next calendar year.

Section 6.      Reinstatement:

- Subd. 1.      Teachers who are placed on unrequested leave shall be reinstated in the inverse seniority order in which they were placed on unrequested leave in other available positions for which they are licensed including long-term substitute positions known in advance to be more than 30 working days. Teachers reinstated under this sub-division will receive regular teaching contracts and full fringe benefits. If a teacher accepts reinstatement to a part-time position of lesser employment status than previously held, and subsequently a position of greater employment status becomes available, the teacher shall be offered such position at any time prior to October 1, and after October 1, the teacher shall be offered such position at semester break, provided that when recalling a teacher from unrequested leave, the District shall not be required to employ the teacher to a greater extent than provided in the greater of a .7 contract or as provided in the greatest of the teacher's prior individual contracts. Teachers recalled to such lesser employment status than previously held shall simultaneously be placed on unpaid leave for the remainder of their employment entitlement for the balance of the school year.
- Subd. 2.      When placed on unrequested leave, a teacher shall file name and address with the school district Human Resources Office to which any notice of reinstatement or availability of position shall be mailed. It shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Any notification to such teachers shall be certified by mail. Failure of a notice to reach a teacher shall not be the responsibility of the school district if any notice has been mailed as provided herein.
- Subd. 3.      If a position becomes available for a teacher on unrequested leave, the school district shall mail the notice to the five (5) most senior teachers on unrequested leave certified for such position. The teachers will be asked to respond in fifteen (15) days whether or not they will accept such position if the order of seniority makes them eligible for the position. Failure to reply in writing within such fifteen (15) day period shall constitute waiver on the part of such teacher regarding the position offered.
- Subd. 4.      Reinstatement rights shall automatically cease five (5) years from the

date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent of both parties.

Subd. 5. A teacher reinstated under this Article shall have rights to seniority, fringe benefits, and leaves of absence and placement on the salary schedule restored. Accumulated experience during an unrequested leave of absence will be counted towards salary schedule placement.

Section 7. Continuation of Insurance: The school district shall provide insurance benefits as provided in Article X until the beginning of the following school year to all teachers who are placed on unrequested leave of absence according to the provisions of this Article. While on unrequested leave, teachers may continue any of the insurance programs at their expense as a member of the group.

Section 8. Concurrent Leaves: An unrequested leave of absence may run concurrently with any other leave granted in accordance with this Master Agreement or in accordance with Minnesota law.

## **ARTICLE XVI TEACHER TRANSFER AND ASSIGNMENT**

Section 1. Notice of Vacancies: Whenever a teaching vacancy arises the School District shall post a notice of vacancy, including a description on the District Intranet. Effective March 1, 2006, the District shall also notify licensed staff and the Association via e-mail that a vacancy has been posted on the Intranet. This shall be done not less than five (5) calendar days prior to the filling of the vacancy during the school year and 7 calendar days in the summer. Teachers wishing to be notified of specific teaching vacancies for which they are qualified throughout the summer shall leave self-addressed, stamped envelopes with the district office for this purpose.

Section 2. Transfers: Teacher transfers from one work site to another work site are controlled by school board transfer policy 5010, which is attached to this Agreement. The senior high school shall be defined as one work site.

Subd. 1. Voluntary Transfer: Teachers who wish to be considered for other teaching positions in the school district shall notify the Director of Human Resources in writing. Requests for transfer will be considered by the school district subject to established district policy.

Subd. 2. Involuntary Transfer: An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, or his/her designee, subject to established district policy. Whenever practicable, notice of involuntary transfers shall be given by June 1.

## **ARTICLE XVII**

### **PROGRESSIVE EMPLOYEE DISCIPLINE**

Section 1.     Objective: The School District intends to follow a policy of progressive discipline to provide an orderly means of assisting teachers to grow individually in their professional responsibilities.

Section 2.     Sequence: The normal sequence of discipline would be:

1.     Conference With The Employee: The first step in resolving most discipline situations is through a teacher/supervisor conference.
2.     Verbal Reprimand: When a supervisor issues a verbal reprimand to a teacher, the supervisor shall inform the teacher that the statement is a verbal reprimand; however, failure of a supervisor to inform the teacher that the statement is a verbal reprimand is not subject to Article XIV, Grievance Procedure.
3.     Discipline: If after meeting with the teacher the supervisor believes and/or recommends that discipline (i.e. a letter of reprimand, suspension with or without pay, discharge, etc.) may be appropriate, he/she will immediately notify the Superintendent and/or his/her designee.

The supervisor shall reduce to writing all information he/she has relating to the incident(s) and forward it to the Superintendent and/or his designee.

After receiving the information, the Superintendent and/or his/her designee shall review it with the employee's supervisor.

If it is the opinion of the Superintendent and/or his/her designee additional information may be gathered via the supervisor, Superintendent and/or his/her designee.

If at any point the Superintendent and/or his/her designee believes that students may be at risk due to the continued employment of the employee being investigated, the Superintendent will suspend the employee with pay until a complete investigation of the matter can be completed as in accordance with M.S. 122A.40.

Prior to any discipline action, the Superintendent and/or his/her designee shall confer with the employee. The initial conference shall be for the purpose of informing the teacher that a potentially serious allegation(s) has/have been made against them and at this time the Superintendent and/or his/her designee may or may not impose a suspension with pay. If any disciplinary action is to occur during this conference the teacher shall be informed, prior to the conference, of his/her rights of representation.

Prior to any formal disciplinary action, the Association's Teacher Rights Chair(s) shall be notified that the progressive discipline system is being followed.

The School District will then proceed with all due haste to complete a thorough and complete investigation. Upon completion of the investigation, the Superintendent and/or his/her designee shall confer with the teacher and provide him/her with an opportunity to respond to the information collected.

Based on the teacher response and the information gathered, the Superintendent and/or his/her designee shall administer appropriate discipline. This may include a letter of reprimand, suspension without pay, recommendation for discharge or dropping of charges with a letter of clarification. Before any suspension occurs the teacher and the Association will be notified of this decision at least five (5) days prior to the effective date of the suspension. No teacher will be suspended without pay unless there is just cause.

Section 3.     Appeal: The employee may appeal the School District's decision to suspend without pay directly to arbitration. (Section V. of the Grievance Procedure.)

Section 4.     Follow-up Conference: A conference shall be held after a reasonable time, but in no event later than one (1) year, to review the circumstances of the written reprimand. If at this conference, the decision is made that the problem has been resolved, a written statement indicating such shall be placed in the teacher's personnel file.

Section 5.     Representation: The teacher is entitled to request representation at any meeting with the Superintendent and/or his/her designee when the possibility of a written reprimand notice of deficiency or suspension without pay will be discussed. The Superintendent and/or his/her designee will advise the teacher of this right prior to the start of any meeting.

Section 6.     Effective Date: Any suspension under this Article shall be effective upon acquiescence by the employee or completion of the appeal process as indicated in Section 3.

Section 7.     Length of Suspension: The Superintendent shall be able to suspend a employee without pay for a maximum of five (5) working days.

## **ARTICLE XVIII MISCELLANEOUS**

- Section 1.     Cancellation of Leave Benefits: Upon termination of a teacher's employment, for any reason, all leave benefits, current or cumulative, shall be immediately and automatically canceled.
- Section 2.     Deduction for Absence: Teachers absent in excess of leave provisions during the school year shall have their salary reduced by the fractional amount of 1/184 of their total annual salary for the 2017-2018 or 2018-2019 school years.
- Section 3.     Health Requirements: A new teacher's commencement of service in the school district may be contingent upon prior medical certification of his/her satisfactory health. Such physical examination shall be at the teacher's expense and shall be reported on appropriate forms provided through the human resources office.
- Section 4.     Experience Credit: In any case in this Agreement where there is reference to a year of service or experience, a year shall not be considered unless the teacher has completed at least 135 days of service during the regular school year within the school district.
- Section 5.     Publication of the Agreement: Copies of this Agreement shall be provided electronically to all members of the appropriate unit within thirty (30) teacher working days after the Agreement is executed. Paper copies of this Agreement will be provided to members upon request made the Director of Human Resources.
- Section 6.     Long-Term Substitute Compensation: A substitute teacher who works more than thirty (30) days in the same assignment shall, commencing the thirty-first (31st) day, be compensated consistent with the school district practice of teacher placement on the salary schedule. If the school district has reasonable knowledge that the long-term substitute teacher will be employed a minimum of one hundred thirty-five days (135) or more in the same assignment, the teacher shall be compensated consistent with the school district practice of teacher placement on the salary schedule commencing day one (1) of the assignment.
- Section 7.     Retention of License: In order to retain employment, teachers are required to maintain the license(s) in the area(s) in which they are currently teaching.
- Section 8.     Renewal of License: A teacher must have their license renewal submitted to the appropriate State agency by the last business day in July. Failure to submit by that date may result in up to a one school year suspension without pay. This does not constitute a break in employment.

**ARTICLE XIX  
DURATION**

- Section 1.     Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2019 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations earlier than February 1, 2019.
- Section 2.     Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the teachers of the 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 3.     Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual agreement of the parties.
- Section 4.     Severability: The provisions of this Agreement shall be severable, and if any provisions 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 THEREOF, the parties have executed this Agreement as follows:

FOR Centennial Education  
Association  
4707 North Road  
Circle Pines, MN 55014

FOR Independent School  
District 12  
4707 North Road  
Circle Pines, MN 55014

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017



# Centennial School District 12

## 2017-18 Salary Schedule

### Schedule A

| STEP | BA+0   | BA+15  | BA+30  | BA+45  | MA+0   | MA+15  | MA+30  | MA+45  |
|------|--------|--------|--------|--------|--------|--------|--------|--------|
| (1)  | 39,726 | 40,412 | 41,235 | 42,057 | 43,294 | 45,114 | 46,359 | 47,797 |
| (2)  | 40,418 | 41,102 | 41,990 | 42,812 | 44,046 | 45,883 | 47,134 | 48,581 |
| (3)  | 40,617 | 41,400 | 42,621 | 43,533 | 44,834 | 46,797 | 48,146 | 49,703 |
| (4)  | 42,831 | 43,743 | 45,226 | 46,268 | 47,700 | 49,855 | 51,354 | 53,076 |
| (5)  | 45,045 | 46,087 | 47,830 | 49,002 | 50,564 | 52,911 | 54,560 | 56,452 |
| (6)  | 47,260 | 48,433 | 50,436 | 51,736 | 53,430 | 55,966 | 57,768 | 59,824 |
| (7)  | 51,088 | 52,272 | 54,258 | 55,468 | 58,729 | 60,643 | 62,040 | 63,971 |
| (8)  | 53,732 | 54,964 | 57,037 | 58,297 | 61,698 | 63,692 | 65,150 | 67,160 |
| (9)  | 54,807 | 56,063 | 58,177 | 59,463 | 62,932 | 64,965 | 66,453 | 68,504 |
| (10) | 55,354 | 56,625 | 58,760 | 60,058 | 63,561 | 65,615 | 67,119 | 69,188 |
| (11) | 55,412 | 56,695 | 58,852 | 60,510 | 64,332 | 67,079 | 68,624 | 70,761 |
| (12) | 55,633 | 56,917 | 59,072 | 60,731 | 64,553 | 67,299 | 68,846 | 70,981 |
| (13) | 55,743 | 57,027 | 59,183 | 60,842 | 64,663 | 67,410 | 68,956 | 71,092 |
| (14) | 55,966 | 57,263 | 59,442 | 61,369 | 65,620 | 69,093 | 70,683 | 72,886 |
| (15) | 57,106 | 58,422 | 60,634 | 62,899 | 67,564 | 71,817 | 73,465 | 76,111 |
| (16) | 57,106 | 58,422 | 60,634 | 62,899 | 69,928 | 74,332 | 76,037 | 78,775 |

A longevity payment of \$500 will be paid to each teacher beginning the year after reaching the top step.

A longevity payment of \$250 will be paid to each teacher after completing 20 years in the district.

Longevity payments will be issued as a lump sum in June of each year.

# Centennial School District 12

## 2018-19 Salary Schedule

### Schedule A

| STEP | BA+0   | BA+15  | BA+30  | BA+45  | MA+0   | MA+15  | MA+30  | MA+45  |
|------|--------|--------|--------|--------|--------|--------|--------|--------|
| (1)  | 40,124 | 40,816 | 41,648 | 42,478 | 43,727 | 45,565 | 46,823 | 48,275 |
| (2)  | 40,822 | 41,513 | 42,410 | 43,240 | 44,487 | 46,342 | 47,605 | 49,067 |
| (3)  | 41,023 | 41,814 | 43,047 | 43,968 | 45,282 | 47,265 | 48,627 | 50,200 |
| (4)  | 43,259 | 44,181 | 45,678 | 46,731 | 48,177 | 50,353 | 51,868 | 53,606 |
| (5)  | 45,495 | 46,548 | 48,308 | 49,492 | 51,069 | 53,440 | 55,106 | 57,016 |
| (6)  | 47,733 | 48,917 | 50,941 | 52,254 | 53,964 | 56,526 | 58,346 | 60,423 |
| (7)  | 51,599 | 52,794 | 54,801 | 56,023 | 59,317 | 61,250 | 62,661 | 64,611 |
| (8)  | 54,269 | 55,514 | 57,607 | 58,880 | 62,315 | 64,329 | 65,802 | 67,832 |
| (9)  | 55,355 | 56,624 | 58,759 | 60,057 | 63,561 | 65,615 | 67,117 | 69,189 |
| (10) | 55,908 | 57,191 | 59,347 | 60,658 | 64,197 | 66,271 | 67,790 | 69,880 |
| (11) | 55,966 | 57,262 | 59,440 | 61,115 | 64,975 | 67,750 | 69,311 | 71,468 |
| (12) | 56,189 | 57,486 | 59,663 | 61,339 | 65,199 | 67,972 | 69,534 | 71,691 |
| (13) | 56,300 | 57,597 | 59,775 | 61,451 | 65,310 | 68,085 | 69,645 | 71,803 |
| (14) | 56,526 | 57,836 | 60,036 | 61,982 | 66,276 | 69,784 | 71,390 | 73,614 |
| (15) | 57,677 | 59,007 | 61,241 | 63,528 | 68,240 | 72,535 | 74,200 | 76,872 |
| (16) | 57,677 | 59,007 | 61,241 | 63,528 | 70,628 | 75,075 | 76,797 | 79,563 |

A longevity payment of \$500 will be paid to each teacher beginning the year after reaching the top step .

A longevity payment of \$250 will be paid to each teacher after completing 20 years in the district.

Longevity payments will be issued as a lump sum in June of each year.

### **TEACHER PERFORMANCE PAY 2017-2018**

The teacher shall be eligible for the total professional pay as described in the Teachers' Master Agreement Memorandum of Understanding "H" as per the following:

#### **Individual Teacher CACS Evaluations:**

##### **2017-2018 School Year:**

85.71% of eligible pay will be awarded to teachers who are rated by the Teacher Observers using district approved appraisal standards at an overall "proficient" level or higher after 3 observation cycles for tenured (continuing contract) teachers and 1 observation cycle for non-tenured (probationary) teachers. If the teacher is not rated at a "proficient" level or higher, the teacher will not receive any portion of the 85.71%. Tenured (continuing contract) teachers shall be eligible each year for \$2,400 and non-tenured (probationary) teachers shall be eligible for \$1,200.

#### **Student Achievement Growth Goal:**

##### **2017-2018 School Year:**

10.71% of eligible pay will be awarded to teachers reflecting student achievement in locally selected assessments and/or standardized assessments. If the teacher does not attain the expected level of achievement, the teacher will not receive any portion of the 10.71%. Tenured (continuing contract) teachers shall be eligible each year for \$300 and non-tenured (probationary) teachers shall be eligible for \$150.

#### **Site Achievement Target:**

##### **2017-2018 School Year:**

3.58% of eligible pay will be awarded to all teachers at a site reflecting site achievement in locally selected assessments and/or standardized assessments. If the site does not attain the expected level of achievement, none of the site's teachers will receive any portion of the 3.58%. Tenured (continuing contract) teachers shall be eligible each year for \$100 and non-tenured (probationary) teachers shall be eligible for \$50.

### **TEACHER PERFORMANCE PAY 2018-2019**

The teacher shall be eligible for the total professional pay as described in the Teachers' Master Agreement Memorandum of Understanding "I" as per the following:

Teacher payments for 2018-2019 shall follow the same criteria and be eligible for the same payment amounts as above for 2017-2018.

### **TEACHER PERFORMANCE PAY 2017-19**

A lump sum payment will be awarded to teachers who are rated by the Teacher Observers using district approved appraisal standards at an overall "proficient" level or higher after 3 observation cycles. Payment will be distributed in June of each year of this contract. This payment will be \$200.00.

**SCHEDULE B**  
**EXTRA-CURRICULAR SALARY SCHEDULE**  
**2017-2019**

| POSITIONS                                     | WEEKS | 2017-18  | 2018-19  |
|---|-------|----------|----------|
|   |       | \$405.54 | \$409.60 |
| Football - Varsity Head Coach                 | 15    | \$6,083  | \$6,144  |
| Football - Varsity Assistant Coach            | 15    | \$4,562  | \$4,608  |
| Football - Varsity Assistant Coach            | 15    | \$4,562  | \$4,608  |
| Football - Varsity Assistant Coach            | 15    | \$4,562  | \$4,608  |
| Football - Varsity Assistant Coach            | 15    | \$4,562  | \$4,608  |
| Football - Varsity Assistant Coach            | 15    | \$4,562  | \$4,608  |
| Football - 9th Grade Head Coach               | 15    | \$4,562  | \$4,608  |
| Football - 9th Grade Assistant Coach          | 15    | \$3,422  | \$3,456  |
| Football - 8th Grade Head Coach               | 15    | \$2,281  | \$2,304  |
| Football - 8th Grade Assistant Coach          | 15    | \$1,711  | \$1,728  |
| Football - 7th Grade Head Coach               | 15    | \$2,281  | \$2,304  |
| Football - 7th Grade Assistant Coach          | 15    | \$1,711  | \$1,728  |
| Cross Country - Varsity Head Coach            | 14    | \$5,678  | \$5,734  |
| Cross Country - Varsity Assistant Coach       | 12    | \$3,650  | \$3,686  |
| Cross Country - Varsity Assistant Coach       | 12    | \$3,650  | \$3,686  |
| Basketball - Girls' Varsity Head Coach        | 15    | \$6,083  | \$6,144  |
| Basketball - Girls' Varsity Assistant Coach   | 15    | \$4,562  | \$4,608  |
| Basketball - Girls' Varsity Assistant Coach   | 15    | \$4,562  | \$4,608  |
| Basketball - Girls' 9th Grade Head Coach      | 15    | \$4,562  | \$4,608  |
| Basketball - Girls' 9th Grade Assistant Coach | 15    | \$3,422  | \$3,456  |
| Basketball - Girls' 8th Grade Head Coach      | 15    | \$2,281  | \$2,304  |
| Basketball - Girls' 8th Grade Assistant Coach | 15    | \$1,711  | \$1,728  |
| Basketball - Girls' 7th Grade Head Coach      | 15    | \$2,281  | \$2,304  |
| Basketball - Girls' 7th Grade Assistant Coach | 15    | \$1,711  | \$1,728  |
| Basketball - Boys' Varsity Head Coach         | 15    | \$6,083  | \$6,144  |
| Basketball - Boys' Varsity Assistant Coach    | 15    | \$4,562  | \$4,608  |
| Basketball - Boys' Varsity Assistant Coach    | 15    | \$4,562  | \$4,608  |
| Basketball - Boys' 9th Grade Head Coach       | 15    | \$4,562  | \$4,608  |
| Basketball - Boys' 9th Grade Assistant Coach  | 15    | \$3,422  | \$3,456  |
| Basketball - Boys' 8th Grade Head Coach       | 15    | \$2,281  | \$2,304  |
| Basketball - Boys' 8th Grade Assistant Coach  | 15    | \$1,711  | \$1,728  |
| Basketball - Boys' 7th Grade Head Coach       | 15    | \$2,281  | \$2,304  |
| Basketball - Boys' 7th Grade Assistant Coach  | 15    | \$1,711  | \$1,728  |
| Soccer - Boys' Varsity Head Coach             | 12    | \$4,866  | \$4,915  |
| Soccer - Boys' Varsity Assistant Coach        | 12    | \$3,650  | \$3,686  |
| Soccer - Boys' Varsity Assistant Coach        | 12    | \$3,650  | \$3,686  |
| Soccer - Boys' Varsity Assistant Coach        | 12    | \$3,650  | \$3,686  |
| *Soccer- Boys' 9th Grade Head Coach           | 12    | \$3,650  | \$3,686  |
| Soccer - Girls' Varsity Head Coach            | 12    | \$4,866  | \$4,915  |
| Soccer - Girls' Varsity Assistant Coach       | 12    | \$3,650  | \$3,686  |
| Soccer - Girls' Varsity Assistant Coach       | 12    | \$3,650  | \$3,686  |
| Soccer - Girls' Varsity Assistant Coach       | 12    | \$3,650  | \$3,686  |
| *Soccer- Girls' 9th Grade Head Coach          | 12    | \$3,650  | \$3,686  |

|  |    |         |         |
|--|----|---------|---------|
| *Strength Training Instructor- FALL                  | 15 | \$4,562 | \$4,608 |
| Wrestling - Varsity Head Coach                       | 15 | \$6,083 | \$6,144 |
| Wrestling - Varsity Assistant Coach                  | 15 | \$4,562 | \$4,608 |
| Wrestling - Varsity Assistant Coach                  | 15 | \$4,562 | \$4,608 |
| Wrestling - Middle School Head Coach                 | 15 | \$2,281 | \$2,304 |
| Wrestling - Middle School Assistant Coach            | 15 | \$1,711 | \$1,728 |
| Hockey - Boys' Varsity Head Coach                    | 15 | \$6,083 | \$6,144 |
| Hockey - Boys' Varsity Assistant Coach               | 15 | \$4,562 | \$4,608 |
| Hockey - Boys' Varsity Assistant Coach               | 15 | \$4,562 | \$4,608 |
| Hockey - Girls' Varsity Head Coach                   | 15 | \$6,083 | \$6,144 |
| Hockey - Girls' Varsity Assistant Coach              | 15 | \$4,562 | \$4,608 |
| Hockey - Girls' Varsity Assistant Coach              | 15 | \$4,562 | \$4,608 |
| Swimming - Boys' Varsity Head Coach                  | 15 | \$6,083 | \$6,144 |
| Swimming - Boys' Varsity Assistant Coach             | 15 | \$4,562 | \$4,608 |
| Swimming - Boys' Varsity Assistant Diving Coach      | 15 | \$4,562 | \$4,608 |
| Swimming - Girls' Varsity Head Coach                 | 15 | \$6,083 | \$6,144 |
| Swimming - Girls' Varsity Assistant Coach            | 15 | \$4,562 | \$4,608 |
| Swimming - Girls' Varsity Assistant Diving Coach     | 15 | \$4,562 | \$4,608 |
| Baseball - Varsity Head Coach                        | 13 | \$5,272 | \$5,325 |
| Baseball - Varsity Assistant Coach                   | 13 | \$3,954 | \$3,994 |
| Baseball - Varsity Assistant Coach                   | 13 | \$3,954 | \$3,994 |
| Baseball - Varsity Assistant Coach                   | 13 | \$3,954 | \$3,994 |
| Baseball - 9th Grade Head Coach                      | 13 | \$3,954 | \$3,994 |
| Baseball - Special Assistant                         | 13 | \$2,966 | \$2,995 |
| Softball - Varsity Head Coach                        | 13 | \$5,272 | \$5,325 |
| Softball - Varsity Assistant Coach                   | 13 | \$3,954 | \$3,994 |
| Softball - Varsity Assistant Coach                   | 13 | \$3,954 | \$3,994 |
| Softball - Varsity Assistant Coach                   | 13 | \$3,954 | \$3,994 |
| Softball - 9th Grade Head Coach                      | 13 | \$3,954 | \$3,994 |
| Softball - Special Assistant                         | 13 | \$2,966 | \$2,995 |
| Track & Field - Varsity Head Coach                   | 15 | \$6,083 | \$6,144 |
| Track & Field - Varsity Assistant Coach              | 13 | \$3,954 | \$3,994 |
| Track & Field - Varsity Assistant Coach              | 13 | \$3,954 | \$3,994 |
| Track & Field - Varsity Assistant Coach              | 13 | \$3,954 | \$3,994 |
| Track & Field - Varsity Assistant Coach              | 13 | \$3,954 | \$3,994 |
| Track & Field - Varsity Assistant Coach              | 13 | \$3,954 | \$3,994 |
| Track & Field - Boys' Middle School Head Coach       | 13 | \$2,281 | \$2,304 |
| Track & Field - Boys' Middle School Assistant Coach  | 13 | \$1,711 | \$1,728 |
| Track & Field - Girls' Middle School Head Coach      | 13 | \$2,281 | \$2,304 |
| Track & Field - Girls' Middle School Assistant Coach | 13 | \$1,711 | \$1,728 |
| Tennis - Boys' Varsity Head Coach                    | 11 | \$4,461 | \$4,506 |
| Tennis - Boys' Varsity Assistant Coach               | 11 | \$3,346 | \$3,379 |
| Tennis - Boys' Assistant Coach                       | 11 | \$2,509 | \$2,534 |
| Tennis - Girls' Varsity Head Coach                   | 11 | \$4,461 | \$4,506 |
| Tennis - Girls' Varsity Assistant Coach              | 11 | \$3,346 | \$3,379 |
| Tennis - Girls' Assistant Coach                      | 11 | \$2,509 | \$2,534 |
| Gymnastics - Varsity Head Coach                      | 15 | \$6,083 | \$6,144 |
| Gymnastics - Varsity Assistant Coach Spotter         | 15 | \$5,171 | \$5,222 |
| Gymnastics - Varsity Assistant Coach                 | 15 | \$4,562 | \$4,608 |
| Gymnastics - Middle School Head Coach                | 15 | \$2,281 | \$2,304 |

|   |    |         |         |
|---|----|---------|---------|
| Gymnastics - Middle School Assistant Coach                  | 15 | \$1,711 | \$1,728 |
| Golf - Boys' Varsity Head Coach                             | 13 | \$5,272 | \$5,325 |
| Golf - Girls' Varsity Head Coach                            | 13 | \$5,272 | \$5,325 |
| Golf - Boys' Varsity Assistant Coach                        | 13 | \$3,954 | \$3,994 |
| Golf - Girls' Varsity Assistant Coach                       | 13 | \$3,954 | \$3,994 |
| Volleyball - Varsity Head Coach                             | 13 | \$5,272 | \$5,325 |
| Volleyball - Varsity Assistant Coach                        | 13 | \$3,954 | \$3,994 |
| Volleyball - Varsity Assistant Coach                        | 13 | \$3,954 | \$3,994 |
| Volleyball - 9th Grade Head Coach                           | 13 | \$3,954 | \$3,994 |
| Volleyball - 9th Grade Assistant Coach                      | 13 | \$2,966 | \$2,995 |
| Volleyball - 8th Grade Head Coach                           | 13 | \$2,281 | \$2,304 |
| Volleyball - 8th Grade Assistant Coach                      | 13 | \$1,711 | \$1,728 |
| Volleyball - 7th Grade Head Coach                           | 13 | \$2,281 | \$2,304 |
| Volleyball - 7th Grade Assistant Coach                      | 13 | \$1,711 | \$1,728 |
| Skiing - Varsity Head Coach                                 | 15 | \$6,083 | \$6,144 |
| Skiing - Varsity Assistant Coach                            | 14 | \$4,258 | \$4,301 |
| Equipment Manager - Senior High                             | 13 | \$5,272 | \$5,325 |
| Cheerleading Advisor - Senior High                          | 15 | \$6,083 | \$6,144 |
| Cheerleading Assistant - Senior High                        | 15 | \$4,562 | \$4,608 |
| Musical Drama Director - Senior High                        | 10 | \$4,055 | \$4,096 |
| Musical Vocal Director - Senior High                        | 10 | \$2,433 | \$2,458 |
| Musical Instrumental Director - Senior High                 | 10 | \$1,825 | \$1,843 |
| Musical Technical Director - Senior High                    | 10 | \$1,825 | \$1,843 |
| Forensic Coach - Senior High                                | 15 | \$6,083 | \$6,144 |
| Forensic Assistant Coach - Senior High                      | 13 | \$4,258 | \$4,301 |
| Forensic Assistant Coach - Senior High                      | 13 | \$4,258 | \$4,301 |
| Drama - 3 Act Director - Senior High                        | 10 | \$4,055 | \$4,096 |
| Drama - 3 Act Technical Director - Senior High              | 10 | \$1,257 | \$1,270 |
| Drama - 1 Act Director and Technical Director - Senior High | 6  | \$2,190 | \$2,212 |
| Senior Class Advisor  | 5  | \$2,028 | \$2,048 |
| Junior Class Advisor  | 4  | \$1,622 | \$1,638 |
| Sophomore Class Advisor                                     | 3  | \$1,217 | \$1,229 |
| 9th Grade Class Advisor                                     | 3  | \$1,217 | \$1,229 |
| A.F.S. Advisor - Senior High                                | 2  | \$811   | \$819   |
| FCCLA Advisor - Senior High                                 | 2  | \$811   | \$819   |
| National Honor Society - Senior High                        | 8  | \$3,244 | \$3,277 |
| Student Council - Senior High                               | 8  | \$3,244 | \$3,277 |
| Math Team Advisor - Senior High                             | 5  | \$2,028 | \$2,048 |
| Band Activities - Senior High                               | 13 | \$5,272 | \$5,325 |
| Band Activities Assistant - Senior High                     | 13 | \$3,954 | \$3,994 |
| Band Activities Assistant - Senior High                     | 13 | \$3,954 | \$3,994 |
| Vocal Activities - Senior High                              | 5  | \$2,028 | \$2,048 |
| Vocal Activities - Senior High                              | 5  | \$2,028 | \$2,048 |
| Yearbook - Senior High                                      | 13 | \$5,272 | \$5,325 |
| Current Events - Senior High                                | 3  | \$1,217 | \$1,229 |
| Knowledge Bowl Director - Senior High                       | 6  | \$2,433 | \$2,458 |
| Knowledge Bowl Assistant Director - Senior High             | 6  | \$1,825 | \$1,843 |
| Mock Trial Advisor - Senior High                            | 5  | \$2,028 | \$2,048 |
| Student Council Co-Advisor - Middle School                  | 5  | \$1,622 | \$1,638 |
| Student Council Co-Advisor - Middle School                  | 5  | \$1,622 | \$1,638 |

|   |       |          |          |
|---|-------|----------|----------|
| Drama Co-Director - Middle School                 | 9     | \$2,028  | \$2,048  |
| Drama Co-Director - Middle School                 | 9     | \$2,028  | \$2,048  |
| Drama Technical Director - Middle School          | 3     | \$1,014  | \$1,024  |
| Musical Vocal Director - Middle School            | 3     | \$1,014  | \$1,024  |
| Yearbook - Middle School                          | 6     | \$2,109  | \$2,130  |
| Math Team Advisor - Middle School                 | 4     | \$2,028  | \$2,048  |
| Newspaper - Middle School                         | 4     | \$1,582  | \$1,597  |
| Band Activities - Middle School                   | 3     | \$989    | \$998    |
| Band Activities - Middle School                   | 3     | \$989    | \$998    |
| Band Activities - Middle School                   | 3     | \$989    | \$998    |
| Vocal Music Activities - Middle School            | 2     | \$507    | \$512    |
| Vocal Music Activities - Middle School            | 2     | \$507    | \$512    |
| Vocal Music Activities - Middle School            | 2     | \$507    | \$512    |
| High School Newspaper--Added 2003-05              | 5     | \$2,028  | \$2,048  |
| High School Department Chairs (13 X 3.2 Weeks)    | 41.6  | \$16,870 | \$17,039 |
| Overseas Band Trip Coordinator                    | 12    | \$3,650  | \$3,686  |
| Teacher Continuing Education Coordinator          | 4     | \$1,622  | \$1,638  |
| Dance Team Winter Head                            | 15    | \$6,083  | \$6,144  |
| Dance Team Winter Assistant                       | 15    | \$4,562  | \$4,608  |
| Dance Team Winter Assistant                       | 15    | \$4,562  | \$4,608  |
| Elementary Student Council Advisor                | 2.7   | \$1,095  | \$1,106  |
| Elementary School Patrol Advisor                  | 2.7   | \$1,095  | \$1,106  |
| Elementary Districtwide Music Leader              | 2.7   | \$1,095  | \$1,106  |
| Elementary Districtwide Physical Education Leader | 2.7   | \$1,095  | \$1,106  |
| Elementary Districtwide Cybrarian Leader          | 2.7   | \$1,095  | \$1,106  |
| High School World Culture Club                    | 2.99  | \$1,213  | \$1,225  |
| High School DECA Advisor                          | 6     | \$2,433  | \$2,458  |
| High School Robotics Advisor                      | 8.24  | \$3,342  | \$3,375  |
| Math Corps Instructional Coach                    | 2.7   | \$1,095  | \$1,106  |
| Reading Corps Instructional Coach                 | 2.7   | \$1,095  | \$1,106  |
| Promise Fellows Coach                             | 2.7   | \$1,095  | \$1,106  |
| 4th Grade Music Program                           | 1.005 | \$408    | \$412    |
| Boys Head Varsity Lacrosse Coach                  | 11    | \$4,461  | \$4,506  |
| Boys Assistant Varsity Lacrosse Coach             | 11    | \$3,346  | \$3,379  |
| Boys Assistant Varsity Lacrosse Coach             | 11    | \$3,346  | \$3,379  |
| Girls Head Varsity Lacrosse Coach                 | 11    | \$4,461  | \$4,506  |
| Girls Assistant Varsity Lacrosse Coach            | 11    | \$3,346  | \$3,379  |
| Girls Assistant Varsity Lacrosse Coach            | 11    | \$3,346  | \$3,379  |
| Adaptive Soccer Head Coach                        | 13    | \$2,900  | \$2,929  |
| Adaptive Soccer Assistant Coach                   | 13    | \$2,175  | \$2,196  |
| Adaptive Soccer Assistant Coach                   | 13    | \$2,175  | \$2,196  |
| Adaptive Floor Hockey Head Coach                  | 17    | \$3,792  | \$3,830  |
| Adaptive Floor Hockey Assistant Coach             | 17    | \$2,844  | \$2,872  |
| Adaptive Floor Hockey Assistant Coach             | 17    | \$2,844  | \$2,872  |
| Adaptive Softball Head Coach                      | 13    | \$2,900  | \$2,929  |
| Adaptive Softball Assistant Coach                 | 13    | \$2,175  | \$2,196  |
| Adaptive Softball Assistant Coach                 | 13    | \$2,175  | \$2,196  |

#### LEGEND FOR WEEKLY PAY METHOD

Varsity Head Coach = Weekly Rate X Total Weeks

Varsity Assistant Coach and 9th Grade Head Coach = 75% of Total Varsity Head Coach's Total Salary  
 9th Grade Assistant Coach = 75% of the 9th Grade Head Coach's Total Salary  
 7th/8th Grade Head Coach = 50% of the Highest Paid Schedule B Varsity Assistant Coach's Total Salary  
 7th/8th Grade Assistant Coach = 75% of the 8th Grade Head Coach's Total Salary  
 All Other Positions = Weekly Rate X Total Weeks  
 Volleyball held harmless until weeks x weekly rate exceeds current annual compensation.

#### **Other Compensated Extra Duties**

Teachers who receive the National Board Certification; educational speech language pathologists who hold an American Speech, Language and Hearing Association Certificate of Clinical Competence; physical

therapists who receive endorsement from the American Physical Therapy Association for Minnesota Board of Physical Therapy licensure; occupational therapists who hold a certificate from the National Board for Certification in Occupational Therapy; school psychologists who receive the National Certification for School Psychologists; and social workers who receive the Licensed Independent Clinical Certification for Social Workers shall each receive an **annual** stipend of \$1,000 for each year the certification is in effect, payable after submitting a current certificate and a claim form to the Office of Human Resources on or before May 31st for the current year.

Summer School, Extended time and curriculum writing compensated at \$30.00 per hour.

Systems Accountability Committee membership compensated at an annual stipend of \$900.00.

\*= expires at the end of the current season, position is subject to review by the Schedule B committee



**ATTACHMENT A**

**GRIEVANCE REPORT FORM  
Centennial Public Schools**

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

Date Grievance Occurred: \_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

Copies to: Superintendent  
Director of Human Resources  
Principal  
Association

## ATTACHMENT B

### SCHOOL TRANSFERS AND TEACHING ASSIGNMENTS

#### ATTACHMENT TO THE 2017-2019 AGREEMENT BETWEEN CENTENNIAL SCHOOL DISTRICT 12 AND CENTENNIAL EDUCATION ASSOCIATION

#### Rules and Procedures

#### VOLUNTARY TRANSFERS BETWEEN BUILDINGS

##### STEP #1

On/or before April 1<sup>st</sup> each year, the principals will recommend to the Director of Human Resources the voluntary transfer of teachers currently on the principal's teaching staff to different teaching positions on the same staff. Requests for such voluntary transfers must be made in writing to the principal on/or before March 15<sup>th</sup> for the succeeding year. The principal will respond in writing to each voluntary request on/or before April 1<sup>st</sup>. Since the decision for the transfer of special education staff is shared by the principals and directors of instruction and human resources, special education staff requesting voluntary transfers must complete Step #3 of these procedures.

##### STEP #2

On/or about April 1<sup>st</sup> each year, the Director of Human Resources will post all known teaching positions. "Teaching positions" shall include Teacher on Special Assignment (TOSA) positions. The posted positions will include all known new teaching positions, positions which have been vacated in writing for the succeeding school year and the school location of the positions. The posting will exclude positions voluntarily transferred by principals within their own buildings – refer to Step #1. If positions will be eliminated or reduced at a school, the principal at the location will ensure that the impact of the eliminated or reduced positions will be communicated to the teaching staff on or about April 1<sup>st</sup> each year.

##### STEP #3

On/or about May 1<sup>st</sup> each year, all qualified current staff who responded in writing to the April 1<sup>st</sup> posting will be interviewed. *Qualified* shall mean that the teacher will be appropriately licensed. This step must be completed by teachers who are requesting a transfer to another building or by special education staff requesting a non-special education assignment within or between buildings. Selection of teachers by the administration for transfer will be based on, but not limited to, the following criteria: multiple licensure,

post-graduate training, teaching experience, specialized training/development, classroom teaching style, adult relationships, leadership experience and teaching evaluations.

## ATTACHMENT B

### SCHOOL TRANSFERS AND TEACHING ASSIGNMENTS (CONT.)

#### STEP #4

For the positions posted on/or about April 1<sup>st</sup>, all current employed qualified teachers requesting a transfer to another school, shall be interviewed by the principal of the school to which the teacher is requesting transfer. The principal shall inform the teacher of the principal's decision to recommend or not recommend transfer prior to the interviewing of applicants for the same position who are not currently employed by the school district.

### INVOLUNTARY TRANSFERS BETWEEN BUILDINGS

#### STEP #1

The Human Resource Office will internally post the affected position.

#### STEP #2

If no teacher applies for the position or the administration does not select any teacher who applied for the position, a teacher may be involuntarily transferred to fill the position.

#### STEP #3

An administrator will meet with the teacher who the administration intends to involuntarily transfer before the teacher is reassigned to discuss the transfer.

#### STEP #4

Once the decision is made by the administration to involuntarily transfer a teacher, the affected teacher shall be afforded an opportunity to share any concerns with the administrator of the school to which the administration is transferring the teacher or with the Superintendent prior to the reassignment. The Superintendent will furnish the teacher with the reasons in writing if the teacher requests the reason in writing.

### TEACHING ASSIGNMENT

On or before the last working day of the current school year, the principal at each school shall inform teachers of their tentative assignment for the next school year.

A – TEACHERS ON SPECIAL ASSIGNMENT (TOSA)  
MEMORANDUM OF UNDERSTANDING

Between  
Centennial School District 12  
And  
Centennial Education Association  
Effective July 1, 2017 - June 30, 2019

WHEREAS, Independent School District 12, Centennial ("District" hereinafter) is creating Teachers on Special Assignment positions, the parties mutually agree that the Teachers on Special Assignment are part of the teacher bargaining unit; and

WHEREAS, The Teachers on Special Assignment are requested to work beyond the normal 2015-2017 work years of 184 days each; and

WHEREAS, The District must enter into negotiations over all changes in terms and conditions of employment with the Centennial Education Association ("Association" hereinafter);

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Teachers on Special Assignment will have the ability to make reasonable adjustments to their work schedules to compensate for hours worked beyond the normal work day upon mutual agreement with the building principal;
2. Teachers on Special Assignment will have the ability to arrange their work year as mutually agreed between the teacher and the building principal;
3. Teachers on Special Assignment will be compensated on a pro rata basis of their daily rate of pay for any days beyond 184, however, no more than ten (10) days beyond the normal work year shall be required.
4. The Association agrees to take no further action with regard to the length of year issue for the Teachers on Special Assignment during the life of this agreement as long as the terms of this agreement are implemented;
5. The District agrees that it must bargain over all terms and conditions of employment with the Association and cannot unilaterally implement any changes to those terms;

A-MEMORANDUM OF UNDERSTANDING  
Teachers on Special Assignment (TOSA)  
Page 2

6. This agreement shall not bind either party to any of the above agreements beyond June 30, 2019, nor shall it establish a precedent which applies to any other positions either currently existing or newly created.

IN WITNESS THEREOF, the parties have executed this memorandum of understanding as follows:

FOR Centennial Education Association  
Circle Pines, MN

FOR Independent School District 12  
Circle Pines, MN

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

B – PEER REVIEW

MEMORANDUM OF UNDERSTANDING

Between

Centennial School District 12

And

Centennial Education Association

Effective July 1, 2017 - June 30, 2019

The parties hereby agree that school board policy #5025 regarding peer review shall be deemed to meet the joint agreement requirements as specified in Minnesota statutes 122A.40.

IN WITNESS THEREOF, the parties have executed this memorandum of understanding as follows:

FOR Centennial Education Association  
Circle Pines, MN

FOR Independent School District 12  
Circle Pines, MN

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

C – GROUP INSURANCE BENEFITS (HEALTH, DENTAL, LTD AND LIFE)

MEMORANDUM OF UNDERSTANDING

Between  
Centennial School District 12  
And  
Centennial Education Association

This memorandum shall be effective upon the approval of the 2017-2019 master agreement by the school board and shall expire on June 30, 2019.

Section 1. The school district recognizes that employees must actively participate in the management of the group insurance benefits and costs of the School District. The School District shall establish a districtwide group insurance benefits committee to provide a mechanism for the formal input of employees into the selection of group insurance providers, group insurance benefits and the cost of benefits. The purpose of the committee shall be to make recommendations to the Quality Steering Committee.

Section 2. The group insurance benefits committee shall be composed of representatives from the following organized employee groups: principals, teachers, secretaries and clerks, custodians, paraprofessionals and food service. Each of the foregoing groups may appoint a maximum of one (1) member to the health benefits committee, and the teachers may appoint a maximum of six (6) members to the committee. The insurance coordinator shall represent the confidential employees.

Section 3. The executive director of business services and a teacher leader shall co-chair the committee meetings, send summaries of the committee meetings to the members and facilitate the drafting of any recommendations to the Quality Steering Committee. Recommendations shall be reached through consensus and not by majority rule.

Section 4. The committee shall make any recommendations to the Quality Steering Committee for any changes on or before October 1st.

Term. This memorandum of agreement shall expire on June 30, 2019.

IN WITNESS THEREOF, the parties have executed this memorandum of understanding as follows:

FOR Centennial Education Association  
Circle Pines, MN

FOR Independent School District 12  
Circle Pines, MN

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

D – MARKING PERIOD DAYS

MEMORANDUM OF UNDERSTANDING

Between  
Centennial School District 12  
And  
Centennial Education Association

This memorandum shall be effective upon the approval of the 2017-2019 master agreement by the school board and for the duration of the 2017-2019 agreement.

The parties hereby agree that the teaching staff needs to spend additional time at the end of quarters and/or semesters to determine grades, organize new course content and contact parents. Therefore, the school district will provide one (1) day at the end of each quarter (or as outlined in MOU K) of non-pupil contact time that shall be utilized by the teaching staff for the before mentioned purpose.

IN WITNESS THEREOF, the parties have executed this memorandum of understanding as follows:

FOR Centennial Education Association  
Circle Pines, MN

FOR Independent School District 12  
Circle Pines, MN

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017



E – CALENDAR DEVELOPMENT

MEMORANDUM OF UNDERSTANDING

Between

Centennial School District 12

And

Centennial Education Association

Effective July 1, 2017 – June 30, 2019

The parties hereby agree that the School Board shall establish the following parameters for calendar development for the 2017-2018 and 2018-2019 school calendars:

1. Teacher contract days for the 2017-2019 school calendars will equal 184 days. Student contact days will equal 172 days.
2. The equivalent of two (2) administrative directed days, which may include staff development and the equivalent of one and one half (1.50) work days as an uninterrupted teacher preparation work day will be scheduled prior to the first student contact day.

IN WITNESS THEREOF, the parties have executed this memorandum of understanding as follows:

FOR Centennial Education Association  
Circle Pines, MN

FOR Independent School District 12  
Circle Pines, MN

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_\_ day of

\_\_\_\_\_, 2017

Dated this \_\_\_\_\_ day of

\_\_\_\_\_, 2017

F – CEA PRESIDENT ASSOCIATION LEAVE

MEMORANDUM OF UNDERSTANDING

Between  
Centennial School District 12  
And  
Centennial Education Association

The parties hereby agree that the CEA Association shall have the ability to purchase up to a .50 FTE for the CEA Association President's leave of absence during the 2017-2019 school years only, subject to the School District's ability to find a suitable replacement. The School District shall use its best efforts to find a suitable replacement for the portion of FTE that is created by the release time.

The cost to the CEA shall be fifty percent (50%) of the BA+0 lane, step 1 cell of the salary schedule plus fifty percent (50%) of the benefits of an average 1.00 FTE teacher for the current year with the exception of health-hospitalization; the equivalent of single, \$20 co-pay for the current year shall be used. Actual TRA and FICA costs shall also be used in costing benefits.

This memorandum of agreement shall be in effect from July 1, 2017 through June 30,-2019.

FOR Centennial Education Association

FOR Independent School District 12

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_\_ day of

Dated this \_\_\_\_\_ day of

\_\_\_\_\_, 2017

\_\_\_\_\_, 2017

## G – RETIREMENT PAY

### MEMORANDUM OF UNDERSTANDING

Between

Centennial School District 12

And

Centennial Education Association

**Whereas**, as part of the 2007-2009 collective bargaining agreement (“CBA”), the Centennial Education Association (“Union”) and the Centennial School District (“School District”) agreed to replace the severance benefit with a 403(b) retirement payment; and

**Whereas**, this payment will be extended over the course of two tax years, made in three equal installments, as permitted by law; and

**Whereas**, this extended payment delays receipt of this retirement income over the one lump sum payment provided for in the 2003-2005 CBA and its predecessors; and

**Whereas**, the parties wish to ease the transition to the extended payout system for those who retire prior to June 30, 2006; and

**Whereas**, the parties wish to retain the provisions of this Memorandum of Understanding during the 2017-2019 collective bargaining agreement;

**Be it therefore resolved** that the School District and Union agree to the following:

1. Notwithstanding the parties’ agreement to extend the retirement 403(b) payments as discussed above, and subject to the limitations listed below, the School District will contribute an amount equal to the value of the amount provided in Article XII, Section 2 and 3 of the CBA, directly into the retiree’s 403(b) account. The retiree will not receive any direct payment from the School District for severance pay.
2. This payment structure will apply to all teachers retiring prior to June 30, 2006. No retiree will have the option to select any other method of payment.
3. The School District’s annual contribution into the retiree’s 403(b) account must not exceed the IRS contribution limit. If the amount calculated in paragraph #1 exceeds the available limits in the year of separation, the School District will make a contribution up to the IRS maximum into the retiree’s 403(b) account in the following year(s).
4. This is the full and complete agreement of the School District and the Union on this issue. There are no other oral or implied agreements.
5. This agreement does not set any precedent for any future issue.

6. The School District and the Union intend for this agreement to amend the CBA. The terms of this agreement will not be subject to the grievance procedure.

FOR Centennial Education Association

FOR Independent School District 12

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

## H – CAREER ADVANCEMENT COMPENSATION SYSTEM (CACS)

### MEMORANDUM OF UNDERSTANDING

Between

Centennial School District 12

And

Centennial Education Association

Effective July 1, 2017– June 30, 2019

WHEREAS, Independent School District 12 and the Centennial Education Association, agree to collaboratively develop, plan and implement a career advancement compensation system which ensures opportunities for student and career growth as well as qualify for Q Comp funding by the Minnesota Department of Education; and

WHEREAS, Independent School District 12 and the Centennial Education Association must enter into negotiations over all changes in terms and conditions of employment;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. If Q Comp aid from the Minnesota Department of Education is eliminated, all CACS compensation to teachers shall cease effective June 30<sup>th</sup> of the fiscal year preceding cessation of Q Comp aid and the School District shall not have an obligation to fund CACS compensation from other school district funding resources.
2. If Q Comp aid from the Minnesota Department of Education is reduced, the School District and Association shall re-negotiate CACS compensation levels for the purpose of containing costs within the total amount of available Q Comp aid.
3. An Oversight Committee shall be formed which will consist of four (4) teacher representatives appointed by the CEA and four (4) representatives appointed by the District. Responsibilities consist of continuous oversight of the teacher compensation system (CACS). This involves monitoring individual teacher career ladder progression, assuring the quality of district sponsored professional development activities, involved in dispute resolution and designing processes to get feedback from teachers regarding the value and effectiveness of the program.
4. The process for disputes arising out of the CACS, shall be as follows:
  - Section 1. Limitations:
    - Subd. 1. Scope: The dispute resolution mechanism of this Agreement extends only to disputes regarding a teacher's compliance with the standards of the CACS. A teacher placed on a Building or District Performance Improvement Plan retains any rights under the Grievance Procedure of the Master Contract.
    - Subd. 2. Exclusive Remedy: The dispute resolution mechanism of this Agreement is the exclusive remedy for resolving disputes regarding a teacher's compliance with the standards of the CACS.

Section 2. Procedures:

Subd. 1. Disputes regarding the interpretation or application of the CACS must be submitted first to the Oversight Committee within ten (10) calendar days from the first date of the event giving rise to the dispute. A hearing must be conducted within twenty (20) calendar days and a decision issued within five (5) work days of the conclusion of the hearing.

Subd. 2. The failure to timely file a dispute under the CACS constitutes a waiver of the claim and acquiescence to the original event unless the parties mutually agree to waive the timelines requirements.

Subd. 3. An adverse determination may be appealed directly to the Arbitration Level of the Grievance Procedure under the Master Contract within ten (10) calendar days from the date of the determination of the Oversight Committee. The failure to timely appeal constitutes a waiver of the claim and acquiescence to the decision of the Oversight Committee.

5. The CEA President and District Superintendent or his/her designee will periodically meet and review regarding the budget and expenditures for CACS.
6. This agreement has been negotiated pursuant to and in compliance with the provisions of Minn. Stat. §122A.414, §122A.4144 and §179A.01 et seq. The statutory authority specifically includes an exception to PELRA in the form of an optional right to re-open negotiations regarding only the CACS.
7. The CACS teacher leadership positions' compensation shall be as listed on page 11 of the September, 2006 Q Comp approved application in the section titled, "Career Ladder/Career Advancement Options" unless otherwise mutually agreed to by the Association and the School District.
8. The parties agree that a maximum of a 1.0 FTE CACS Coordinator shall be included as part of the budgeted CACS costs.
9. The parties agree that a maximum of \$18,000 shall be included as part of the budgeted CACS costs for a MSU TOSA for Centennial Schools.

FOR Centennial Education Association

FOR Independent School District 12

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_\_ day of

Dated this \_\_\_\_\_ day of

\_\_\_\_\_, 2017

\_\_\_\_\_, 2017

I--QUALITY STEERING COMMITTEE  
MEMORANDUM OF UNDERSTANDING

Between  
Centennial School District 12  
And  
Centennial Education Association  
Effective July 1, 2017 through June 30, 2019

WHEREAS, the Centennial School District and Centennial Education Association have agreed to initiate a cooperative endeavor to provide a forum for communications and discussion of the education process based on the concept of continuous improvement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. A Quality Steering Committee shall be formed and consist of the following membership:
  - a. School Board Member Appointed by the School Board Chairperson
  - b. Superintendent of Schools
  - c. Superintendent's Cabinet Staff
  - d. President, Centennial Education Association
  - e. 2-3 Principal Representatives Appointed by the Principals' Association
  - f. 3-5 Teacher Representatives Appointed by the Centennial Education Association

Meetings of the Quality Steering Committee shall be held during regular working hours and necessary teacher substitute costs paid by the School District.

2. The goals of the Quality Steering Committee shall be as follows:
  - a. Improve labor-management communications.
  - b. Increase organizational understanding of the continuous improvement process.
3. The Quality Steering Committee shall form, charge and dissolve standing committees as it deems necessary to meet the goals of the Quality Steering Committee. The standing committees shall be referred to as Quality Leadership Teams (Examples May Include: Calendar, Insurance and Parent Communications).
4. A Quality Leadership Team's chairperson, members, terms of membership and charge shall be made by the Quality Steering Committee.

IN WITNESS THEREOF, the parties have executed this memorandum of understanding as follows:

FOR Centennial Education Association  
Circle Pines, Minnesota Circle Pines, Minnesota

FOR Independent School District 12

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_ day of

Dated this \_\_\_\_ day of

\_\_\_\_\_, 2017

\_\_\_\_\_, 2017

J--INVOLUNTARY TRANSFER OF CLASSROOMS BETWEEN BUILDING SITES

MEMORANDUM OF UNDERSTANDING

Between  
Centennial School District 12  
And  
Centennial Education Association

**Whereas**, the School District and Association agree that the involuntary transfer of a teacher's classroom from one building site to another building site requires additional effort by the affected teacher to facilitate the move; and

**Whereas**, the School District and Association agree that the additional effort should be recognized through a one-time payment for each such move;

**Be it Therefore Resolved that** the School District and Association agree to set the recognition payment at two-hundred fifty dollars (\$250) for each such move.

This memorandum of agreement shall be in effect from July 1, 2017 through June 30, 2019.

IN WITNESS THEREOF, the parties have executed this memorandum of understanding as follows:

FOR Centennial Education Association  
Circle Pines, MN

FOR Independent School District 12  
Circle Pines, MN

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017



K – PARENT COMMUNICATIONS  
MEMORANDUM OF UNDERSTANDING

Between  
Centennial School District 12  
And  
Centennial Education Association  
Effective  
July 1, 2017-June 30, 2019

Independent School District 12 and the Centennial Education Association, agree parent communications is an important component related to student achievement. In order to effectively communicate with parents, both parties agree:

- Parent portal will be used in all grades K-12; grades K-3 will be more informational, grades 4-12 will report grades. The information in parent portal will be updated at a minimum of every two weeks.
- We recognize staff will use some of the professional time allocated each day and the non-student contract day at the end of each quarter to contact parents.
- Parent/Teacher Conferences will be structured as follows for the 2017-2018 and 2018-2019 School Years:
  - Teachers will conference with parents for 16 hours of common time. Eight hours will be done in the fall of 2017 and 8 hours will be done in the spring of-2018. Teachers should schedule themselves a 15 minute break every 4 hour increment of conferences.
  - Both parties agree that Friday, September 1, 2017 is converted from 8 hours of staff development to 8 hours in two blocks of 4 hours of common fall conference nights.
  - Both parties agree that 1/2 day on Wednesday, November 22, 2017 (previously designated for staff development) and 1/2 day Thursday, June 7, 2018 (previously designated for grading), is converted to 8 hours in two blocks of 4 hours of common spring conference nights.
  - The same concept of days converted will be in effect for 2018-2019.
  - All staff is required to be present for the entire conference time that is scheduled for the site.
  - Conferences for part time teachers will be pro-rated according to their FTE (example: a .5 teacher will need to conference for 8 hours- 4 hours in the fall and 4 hours in the spring).

- Each site will set the common conference nights (teachers and administration will work together to set the common nights).
- Conferences need to be scheduled in a minimum of 2 hour blocks and not to exceed 4 hours per night.
- Additional conferences that are needed outside of these 8 hours of common conference time will be paid at the rate of \$15 per conference.

IN WITNESS THEREOF, the parties have executed this memorandum of understanding as follows:

FOR Centennial Education Association  
Circle Pines, MN

\_\_\_\_\_  
President

FOR Independent School District 12  
Circle Pines, MN

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

L – SCHEDULE B COMMITTEE  
MEMORANDUM OF UNDERSTANDING  
Between

Centennial School District 12

And

Centennial Education Association

This memorandum shall be effective upon the approval of the 2017-2019 master agreement by the school board and shall expire on June 30, 2019.

The Quality Steering Committee will form a subcommittee for the purpose of the following:

- To bring clarity to Schedule B.
- To create a process for determining what is a sport or activity at each of the three levels (elementary school, middle school and high school).
- To create a process for starting an activity and a process for eliminating an activity.
- To clarify the procedures for adding an interscholastic sport.
- To define how a club or activity goes on Schedule B.
- To create a process for determining compensation for newly added clubs or activities on schedule B.
- To create a process to review pay rates to ensure activity is commensurate with weeks identified.
- Changes to Schedule B will be presented to QSC to present to the School Board.

The subcommittee will recommend to the Quality Steering Committee the final product to be presented to the School Board, the CEA and District Administration for final approval.

IN WITNESS THEREOF, the parties have executed this memorandum of understanding as follows:

FOR Centennial Education Association

FOR Independent School District 12

Circle Pines, MN

Circle Pines, MN

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

M--ADDITIONAL ACTIVITIES

MEMORANDUM OF UNDERSTANDING

Between

Centennial School District 12

And

Centennial Education Association

Effective July 1, 2017 – June 30, 2019

WHEREAS, Independent School District 12 and the Centennial Education Association, agree that teachers in order to be effective contribute a significant amount of time outside of the contract day in activities such as planning for direct instruction, preparing materials and equipment for use in the classroom, grading papers, entering information on portal, attending professional development activities, and communicating through newsletters and website; and

WHEREAS, Independent School District 12 and the Centennial Education Association must enter into negotiations over all changes in terms and conditions of employment; and

WHEREAS, Independent School District 12 and the Centennial Education Association desire to bring clarity to Article VII, Hours of Service, Section 3, Additional Activities;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

The School District expects teachers to attend a Parent Information Night in the fall at the high school, middle school, alternative programs and elementary schools. It is anticipated the secondary programs will last approximately three (3) hours and the elementary programs will last approximately one (1) hour. The elementary schools will also hold an open house night for approximately two (2) hours.

IN WITNESS THEREOF, the parties have executed this memorandum of understanding as follows:

FOR Centennial Education Association  
Circle Pines, MN

FOR Independent School District 12  
Circle Pines, MN

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
School Board Clerk

Dated this \_\_\_\_\_ day of

Dated this \_\_\_\_\_ day of

\_\_\_\_\_, 2017

\_\_\_\_\_, 2017