

Memorandum of Understanding

Monitoring, Evaluation, and Adjustment of Discretionary Leave

WHEREAS, it benefits both the District and the St. Cloud Education Association to ensure that this new approach is successful,

NOW, THEREFORE, the Saint Cloud Education Association and School District 742 hereby enter into the following agreement to monitor, evaluate, and adjust discretionary leave during the course of the 2004-2005, 2005-2006, and 2006-2007 school years.

1. Educate:

- * It will be the responsibility of the SCEA to educate members regarding this new language and the responsibilities and possible consequences related to the use of discretionary leave days.
- * The SCEA will provide members monthly updates regarding discretionary leave use and advise members accordingly.

2. Evaluation Process:

- * The SCEA and the District will meet every two (2) months to review discretionary leave.
- * The District will provide access to appropriate and up-to-date data.
- * The purpose of the meeting will be to review and analyze this data as it pertains to the implementation of discretionary leave.
- * The results of the meeting will be communicated with appropriate parties.
- * Failure to meet thresholds during a given school year will result in adjustments effective for the following school year.
- * If targets are consequently met during that year, adjustments will be rescinded for the following year.

3. Monitor: The following factors will be monitored during the evaluation process.

Quantitative factors – set (A)

- * Usage of discretionary leave days including number of days taken and number of substitute days needed.
- * Number of consecutive days used by individuals.
- * The calendar dates that discretionary leave days are used and the number of days per date.
- * Number of individuals that use discretionary leave days (non-duplicated count).
- * Usage of full-deduction – specifically those discretionary leave days (if any).
- * School business absences – number of days and substitute days needed.

Quantitative Factors:

To ensure the financial integrity of discretionary leave, its use will be monitored according to this memorandum of understanding. It is also understood that this memorandum sunsets at the conclusion of the 2006-2007 school year.

The usage of discretionary leave will be monitored every two months. The criteria for measuring usage will be as follows:

<u>Days Available</u> Discretionary use available per teacher per year	<u>Measurement Criteria</u> Average number of total days (sick, serious illness, discretionary, full deduction) per teacher
11 or fewer days	9 days per teacher per year
12 days	10 days per teacher per year
13 days	11 days per teacher per year

Beginning with eleven (11) days available in 2004-2005, the end of year usage average per teacher will be measured against the appropriate criteria above.

For each year of this agreement, if end of year usage exceeds the measurement criteria, days available as discretionary will be reduced by one (1) for the following year. If usage does not exceed the relevant measurement criteria above, days available as discretionary will be increased by one (1) for the following year.

Qualitative Factors:

To ensure the professional integrity of discretionary leave, the following factors will also be considered.

- * Concerns about individual teacher performance as it correlates to the use of discretionary leave days.
- * Any other concerns or issues that arise with the implementation of discretionary leave.

4. Finality

- * Either side may elect to discontinue Article XII in its entirety with the close of the 2006-2007 contract year.

For the District

For the SCEA

Date: _____

Date: _____