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# TEACHER CONTRACT

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**2017 - 2019**



Ratified: August 14, 2017

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# MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO.

700

AND

EDUCATION MINNESOTA –  
HERMANTOWN

LOCAL 1096, TEACHER UNIT

2017-2019

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## ARTICLE I

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### PURPOSE

**PARTIES:** This Agreement is entered into between the Independent School District No. 700, Hermantown, Minnesota, hereinafter referred to as the School District, and Education Minnesota, Hermantown, Local 1096, hereinafter referred to as the Union, 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. as amended, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

## ARTICLE II

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### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**SECTION 1. RECOGNITION:** In accordance with the P.E.L.R.A. of 1971, the School District recognizes the Union as the exclusive representative of teachers employed by Independent School District No. 700, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. as amended, and as described in the provisions of this Agreement.

**SECTION 2. APPROPRIATE UNIT:** The Union shall represent all the teachers of the District as defined in this Agreement and in said Act.

## ARTICLE III

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### DEFINITIONS

**SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT:** The term, “terms and conditions of employment,” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employee payments of, or contributions to premiums for group insurance coverage of retired employees or severance pay, 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 term is subject to the provisions of the P.E.L.R.A.

**SECTION 2. TEACHER:** The term, “teacher,” shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota, but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, and such other employees excluded or included by law.

**SECTION 3. FULL-TIME TEACHER:** For the purpose of this Agreement, a full-time teacher is defined as one who works eight hours per day, inclusive of lunch.

**SECTION 4. PART-TIME TEACHER:** For the purpose of this Agreement, a part-time teacher is defined as one who works less than eight hours per day.

**SECTION 5. DEFINITION OF SCHOOL DISTRICT:** School District shall mean School Board or its designated representative.

**SECTION 6. OTHER TERMS:** Terms not specifically defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## ARTICLE IV

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### SCHOOL DISTRICT RIGHTS AND OBLIGATIONS

**SECTION 1. INHERENT MANAGERIAL RIGHTS:** 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 assignment and number of personnel.

**SECTION 2. MANAGEMENT RESPONSIBILITIES:** The School Board has the right and obligation to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**SECTION 3. EFFECT OF LAWS, RULES, AND REGULATIONS:** The School District has the rights, obligation, and duty of it and its duly designated officials to promulgate or apply rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies.

**SECTION 4. RESERVATION OF MANAGERIAL RIGHTS:** The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement or otherwise restricted or defined by the P.E.L.R.A., are reserved to the School District.

**SECTION 5. HEALTH AND SAFETY:** The School District shall abide by all state and federal health and safety regulations applicable to School Districts.

**SECTION 6. FAIR PRACTICES:** In accordance with School District policy, no person or persons, department or divisions responsible to the School District shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, age, or membership in, or association with, the activities of the Union.

## ARTICLE V

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### TEACHER RIGHTS

**SECTION 1. RIGHT TO VIEWS:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any public employee or the employee's 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 Union; nor shall it be construed to require any public employee to perform labor or services against his/her will.

**SECTION 2. RIGHT TO JOIN:** Pursuant to the P.E.L.R.A., 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 Education Minnesota, Hermantown provided that dues check off, and the proceeds thereof, shall not be allowed any teacher organization that has lost its rights to dues check off. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's

paycheck the monthly dues that the teacher has agreed to pay to the Union during the period provided in said authorization.

**SECTION 4. FAIR SHARE FEE:** In accordance with P.E.L.R.A., any teacher included in the appropriate unit who is not a member of the Union may be required by the Union 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 Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed 85% of the regular membership dues.

The union shall provide written notice of the amount of the fair share fee assessment to the School District, and to each teacher to be assessed the fair share fee.

A challenge by a teacher or by any person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the Union within thirty (30) days after the 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 Union. The School District shall deduct the fee from the earnings of the teacher and transmit the fee to the Union 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 Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

**SECTION 5. HOLD HARMLESS:** The Union 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 Union as provided herein.

**SECTION 6. PERSONNEL FILES:** The personnel file of each teacher of the District shall be available during normal office hours to the teacher or, if authorized in writing by the teacher, the teacher's authorized representative. The teacher will be granted the right to enter a rebuttal statement to any detrimental information contained in the file.

**SECTION 7. POSTING OF VACANCIES:** When a position, which requires a teaching license, becomes vacant or is newly created, the posting will be sent via email to all teaching staff. At the sole discretion of the school district, the posting will be listed on the district website and notice will be sent to regional and statewide placement bureaus. This includes the College and University systems when possible. The vacancy must be refilled as posted or it must be reposted. Vacancies may be filled on a temporary basis while the provisions of the Article are being effectuated.

**SECTION 8. NO STRIKE CLAUSE:** The Union will not engage in or encourage strike action or work stoppage of any type that would be in violation of P.E.L.R.A., during the life of this Agreement.

**SECTION 9. TEACHER RESPONSIBILITIES:** All teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by the School Board rules, regulations, directives and orders, issued by properly designated officials of the School District, provided the rules, regulations, directives, and orders are not inconsistent with this Agreement or with the laws.



## ARTICLE VI

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### BASIC SCHEDULES AND RATES OF PAY

#### SECTION 1. RATES OF PAY:

**Subd.1. 2017-2018:** The wages and salaries reflected in [Schedule A](#), attached hereto, shall be effective only for the 2017-2018 school year, and teachers shall advance one (1) increment on the salary schedule.

**Subd.2. 2018-2019:** The wages and salaries reflected in [Schedule B](#), attached hereto, shall be effective only for the 2018-2019 school year, and teachers shall advance one (1) increment on the salary schedule.

**Subd.3. Career Increment:** Effective September 1, 2017, full-time teachers shall receive: \$1160 annually beginning with their 15<sup>th</sup> year of service, \$1483 annually beginning with their 20<sup>th</sup> year of service, \$1805 annually beginning with their 25<sup>th</sup> year of service, and \$2578 annually beginning with their 30<sup>th</sup> year of service as a teacher in the District.

**Subd.4. Career Increment:** Effective September 1, 2018, full-time teachers shall receive: \$1189 annually beginning with their 15<sup>th</sup> year of service, \$1520 annually beginning with their 20<sup>th</sup> year of service, \$1850 annually beginning with their 25<sup>th</sup> year of service, and \$2642 annually beginning with their 30<sup>th</sup> year of service as a teacher in the District.

**Subd.5.** All employees shall receive their pay in 24 equal payments. In the event that a pay date falls on a weekend or holiday, employees shall be paid on the last prior weekday.

#### SECTION 2. STATUS OF SALARY SCHEDULES:

**Subd.1.** A teacher will be issued an individual contract on (1) initial employment with the District, (2) a fundamental change of employment, or (3) a change in the length of the work year. However, if it is the desire of the School District to provide individual contracts each year, such contracts will be issued.

**Subd.2.** None of the features of the present salary schedule such as number of steps, size of increments or number of lanes shall automatically become a part of future negotiated schedules.

**Subd.3.** At the beginning of the school year, each teacher shall be placed on the appropriate increment step and salary lane, and no teacher shall have an increment withheld during the life of the present Master Agreement except as provided for herein.

**Subd.4.** A teacher must be employed a minimum of one hundred (100) actual contract days in a school year to qualify for a salary step advancement. For the purposes of this paragraph, authorized sick leave shall count as actual contract days.

**SECTION 3. CREDITS AND APPROVAL:** The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

**Subd.1. Credit Application:** In order to receive college credit(s) toward lane change or district reimbursement subject to article [VI Subd. 6](#). The course(s) must either be related to a teacher's field(s) licensure or employment assignment. The teacher must obtain prior written approval from the Superintendent.

**Subd.2. M.A. Plus Lane Credits:** No credits used in obtaining a Master’s Degree shall be utilized for lane changes beyond the M.A. salary lane. Effective Sept. 1, 1989, credits to be applied to lane changes beyond the M.A. lane must be earned after the granting of the Master’s Degree, with the exception of locally generated in-service/continuing education credits.

**Subd.3. Advanced Degree Program:** Teachers shall be paid on the Master’s Degree lane or higher lane only if the degree program is germane to the teaching assignment as approved by the District and the degree program is submitted to and is approved in writing by the Superintendent in advance. A Master’s Degree in educational counseling will be germane to any teaching assignment. “In advance” shall mean within forty-five (45) calendar days after the degree program has been developed by the teachers and his/her college advisor. This provision is only applicable to teachers who have not filed a Master Degree plan prior to February 1, 1976. Any teacher who has filed a Master’s Degree plan prior to this date need not receive prior approval. Any teacher presently on a Master’s lane or higher will not be reduced.

All courses listed in the degree program shall be approved for lane change if all other requirements in this section are met. Changes in specific courses in the program will need to be authorized by the advisor and filed with the Superintendent before being approved as long as the original degree program has not been changed and remains germane.

**Subd.4. Effective Dates:** Individual salaries will be modified to reflect qualified lane changes providing a transcript of qualified credits or a letter from the college attesting to the course completion is submitted to the Superintendent’s office. To qualify for the lane change at the beginning of the school year, said transcript or letter must be submitted by September 15<sup>th</sup>. To qualify for mid-term lane change, said information must be in the office of the Superintendent on or before February 1<sup>st</sup>. Credits submitted after this date shall not be considered until the following eligibility period.

**Subd.5. Experience Credit:**

- (a) Teachers being hired by the school district will be given Credit for previous teaching experience (not to include home-school teaching). No more than five (5) years of experience will be credited.
- (b) To qualify for previous experience credit, said credit must meet the following time criteria.
- (c) A full year of credit shall be given for one-half (1/2) year or more of teaching experience.

Years of Experience Credit		Must Have Been Within the Past	
Five	(5)	Seven	(7)
Four	(4)	Six	(6)
Three	(3)	Five	(5)
Two	(2)	Four	(4)
One	(1)	Three	(3)

- (d) The Superintendent shall place a teacher (employee) on the salary schedule commensurate with past teaching experience. This provision will be applicable only for those teachers (employees) hired after September 1, 2015. The criteria for meeting a "hard to fill position" would consist of a

vacancy needing to be posted more than once or had three (3) or less licensed candidates apply for the position.

A Speech Pathologist, Social Worker, School Counselor, District-wide School Nurse, or School Psychologist hired after September 1, 2015 may be granted salary credit for full-time work experience related to the candidate’s new position with Hermantown Community Schools. Experience credits will be granted based on essential duties, responsibilities, and core roles.

**Subd.6. Credits beyond B.A.+60 or M.A.+45:** Teachers on B.A.+60 not working toward an M.A. and teachers on the M.A.+45 who wish to take courses in the field to keep informed on subject matter pertinent to their teaching field may, on prior written approval of the superintendent, receive reimbursement for tuition and books for such class work. The superintendent will authorize payment after receiving receipts of such expenses. Teachers shall receive no advancement on the salary schedule for credits taken under this subdivision. All payments under this subsection shall be limited to \$4,500 per year per teacher.

**ARTICLE VII**

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**EXTRA COMPENSATION**

**SECTION 1. EXTRA-CURRICULAR SCHEDULE:** Teachers shall be paid for their participation in extra-curricular assignments in accordance with the attached schedule ([pages 30 - 32](#)).

**SECTION 2. PAYMENT FOR ADDITIONAL ASSIGNMENTS:** The following wage schedule shall be in effect:

	<b>2017-2018</b>	<b>2018-2019</b>
Summer School	\$34.16/hr	\$35.01/hr
Tutoring	\$27.63/hr	\$28.32/hr
Teaching a Sixth Class (183 instructional days X rate of pay)	\$39.64/hr	\$40.63/hr
Services beyond or before regular school calendar <sup>1</sup>	\$27.63/hr	\$28.32/hr
Substituting for an extra class due to administrative reasons	\$27.63/hr	\$28.32/hr
Part-time teacher approved to “time sheet” for additional work during the contract year <sup>2</sup>	\$27.63/hr	\$28.32/hr
Elementary Reading Corps	\$1554/yr	\$1593/yr

Teachers may use two (2) days of accumulated sick leave for illness absences during the summer school session.

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<sup>1</sup> Counselors, Special Ed. Co-op Coordinator, Special Education Teachers, and nurses who will be performing duties beyond or before the regular school calendar will be compensated at a rate of 1/183<sup>rd</sup> of his/her salary if the additional work has been approved by the Superintendent or Superintendent’s Designee.

<sup>2</sup> Time Sheeting occurs until teachers qualify an increase in their contract to the appropriate F.T.E. level. Adjustments will be made at the start of each semester.

Work Based Learning on Campus. Certified Work Based Learning Coordinator will be paid a stipend per program year of \$338.21 for 2017-2018 and \$346.67 for 2018-2019.

**SECTION 3. NATIONAL BOARD OF TEACHING CERTIFICATION:** Effective September 1, 2017 full time teachers shall receive \$1898 annually while certified. Effective September 1, 2018 full time teachers shall receive \$1945 annually while certified. The stipend will be paid in full on the 1<sup>st</sup> paycheck in December (or upon receipt for the 1<sup>st</sup> year).

## ARTICLE VIII

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### GROUP INSURANCE

#### SECTION 1. HEALTH AND HOSPITALIZATION INSURANCE:

**Subd.1.** Effective September 1, 2017, the District shall contribute a sum not to exceed six hundred sixty-two dollars (\$662) monthly toward the premium for single or seven hundred thirty dollars (\$730) for family coverage for all full-time teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan. Effective September 1, 2018, the District shall contribute a sum not to exceed six hundred sixty-two dollars (\$662) monthly toward the premium for single or seven hundred forty-five dollars (\$745) for family coverage for all full-time teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

**Subd.2.** Health and hospitalization insurance benefits provided to a married couple of employees in the district shall be as follows, subject to the requirements, restrictions and limitations imposed by the District's health and hospitalization insurance provider. Such employees who are part-time shall be entitled to the District contributions specified below on a pro rata basis determined according to the amount of their full-time equivalent position. The options are as follows:

(a) One Family Health and Hospitalization Coverage for Both Employees

- i. The married employees may elect, if eligible, to both be covered by one family group health insurance plan.
- ii. The District shall contribute a sum not to exceed District's monthly contribution reference above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.
- iii. In addition, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for the other member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan. The cost of the single premium shall be the single premium associated with the same health insurance plan under which the married employees maintain dependent coverage.

OR

(b) Single Health and Hospitalization Coverage for Each Employee

- i. Each employee may choose to be covered by a single group health insurance plan provided by the District.
- ii. The District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for each member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

OR

(c) Separate Family Health and Hospitalization Coverage for Each Employee

- i. If eligible, each employee may choose to be covered by a separate family group health insurance plan provided by the District.
- ii. The District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.
- iii. For the other employee the District shall contribute for family coverage the current District contribution for the member's bargaining unit toward the premium for family coverage for that member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

OR

(d) Single Health and Hospitalization Coverage for One Employee and Family Health and Hospitalization Coverage for the Other Employee

- i. One of the married employees may elect to be covered by a single group health insurance plan and the other employee, if eligible, may elect to be covered by a family group health insurance plan provided by the District.
- ii. For the employee covered by the family group health insurance plan, the District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.
- iii. For the employee covered by the single group health insurance plan, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current district contribution for the member's bargaining unit of a married couple of full-time employees employed by the School District who qualify

for and are enrolled in the School District group health and hospitalization plan.

**Subd.3. Dental Plan:** The School District shall provide dental coverage for all teachers employed by the School District. The District shall pay the full cost of the single premium for the 2017-2019 school years.

**Subd.4.** Dental insurance benefits provided to a married couple of employees in the district shall be as follows, subject to the requirements, restrictions and limitations imposed by the District's dental insurance provider. The options are as follows:

(a) One Family Dental Coverage for Both Employees

- i. The married employees may elect, if eligible, to both be covered by one family group dental insurance plan.
- ii. The District shall contribute a sum not to exceed District's monthly contribution reference above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.
- iii. In addition, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for the other member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan. The cost of the single premium shall be the single premium associated with the same dental insurance plan under which the married employees maintain dependent coverage.

OR

(b) Single Dental Coverage for Each Employee

- i. Each employee may choose to be covered by a single group dental plan provided by the District.
- ii. The District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for each member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

OR

(c) Separate Family Dental Coverage for Each Employee

- i. If eligible, each employee may choose to be covered by a separate family group dental insurance plan provided by the District.
- ii. The District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for

one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

- iii. For the other employee the District shall contribute for family coverage the current District contribution for the member's bargaining unit toward the premium for family coverage for that member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

OR

(d) Single Dental Coverage for One Employee and Family Dental Coverage for the Other Employee.

- i. One of the married employees may elect to be covered by a single group dental insurance plan and the other employee, if eligible, may elect to be covered by a family group dental insurance plan provided by the District.
- ii. For the employee covered by the family group dental insurance plan, the District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.
- iii. For the employee covered by the single group dental insurance plan, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current district contribution for the member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

**Subd.5. Part-time Staff:** The District shall contribute a pro-rata share, based upon the number of hours worked, of the District's contribution for regular teachers working less than full-time, but in no case shall the District contribute any dollars for or toward the payment of premium for teachers who work less than twenty (20) hours or more per week.

**SECTION 2. INCOME PROTECTION INSURANCE:** The School District has obtained a policy of income protection insurance for the teachers of the District. The premium shall be paid as an expense of the District, and shall not be charged to the teachers. Under terms of this policy, there is a ninety (90) day waiting period. If, at the expiration of this time, a teacher remains totally disabled, the teacher shall thereafter receive, under this policy, the difference between two-thirds of the regularly scheduled salary and disability benefits payable under the United States Social Security Program. The deduction for the Social Security benefit is taken whether or not it is actually paid.

A teacher shall not accumulate sick leave or other incidents of employment during the period that the teacher is drawing disability income.

The exact terms and conditions of this income protection plan are set forth in the policy of insurance obtained by the School District, a copy of which is on file and available for inspection in the office of the superintendent.

**SECTION 3. TAX SHELTERED ANNUITIES:** Teachers may participate in a District sponsored tax sheltered annuity program.

**SECTION 4. LIFE INSURANCE:** Effective July 1, 1987, the School District shall provide a fully paid thirty thousand dollar (\$30,000) group term life insurance policy for each full-time teacher who is enrolled in the District's group term life insurance plan.

**SECTION 5. WORKERS' COMPENSATION:** Pursuant to M.S. Chapter 176, a teacher injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to 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 accrued sick leave.

**SECTION 6. DURATION OF INSURANCE CONTRIBUTIONS:** A teacher is eligible for School District contributions as provided in this article as long as the teacher is employed by the School District. Teachers completing a full school year of employment shall continue to receive the District contribution toward the monthly premium for group health and hospitalization through August 31<sup>st</sup> of that year.

**SECTION 7. CLAIMS AGAINST THE SCHOOL DISTRICT:** It is 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 the result of the denial of insurance benefits by an insurance carrier. The School District agrees to actively assist teachers in gaining those benefits denied, except this shall not obligate the District to any legal expense.

## ARTICLE IX

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### LEAVES OF ABSENCE

#### SECTION 1. SICK LEAVE:

**Subd.1.** Teachers shall earn sick leave at the rate of ten (10) days for each year of service in the employ of the School District, accruing as of the beginning of the school year, up to a maximum of one hundred twenty (120) days; only eighty-five (85) days will count towards retirement. Part-time teachers shall accumulate sick leave in proportion to the number of days worked per week. Any teachers who terminate employment with the District during the school year shall be credited for any unused sick leave on a pro-rata basis, based upon the number of contract days these teachers were employed during the school year.

Examples:

	Days	<u>Days</u>	<u>Days</u>	<u>Days</u>
Balance 6/30/xx	75	*75	74	81
Accrual 9/1/xx	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u> (6 cannot accumulate)
Adjusted Balance:	85	85	84	85
Qualified for				
10-day Cushion?	Yes	No	No	Yes



\*Mid-year retirement - pro-rata deduction applies.

**Subd.2.** Sick leave with pay shall be allowed by the School District whenever a teacher’s absence is found to have been due to a personal illness, illness of a child, or for illness in the immediate family of a teacher of such nature as reasonably to require the presence of the teacher. Immediate family shall be construed to include wife, husband, children, stepchildren, parents, parents of spouse, brothers, sisters, and grandparents, grandchildren and step parents.

**Subd.3.** A teacher absent on sick leave more than five (5) consecutive days may be required to furnish the business office with a doctor’s certificate of illness.

**Subd.4.** In the case of a teacher with less than ten (10) years of teaching in the District, a full salary deduction shall be taken for absence beyond accumulated sick leave. In the case of teachers with more than ten (10) years of such teaching experience, the cost of obtaining a substitute teacher will be deducted from the salary of the teacher absent on sick leave. This subdivision becomes inapplicable upon inception of the income protection insurance.

**Subd.5.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher. Abuse of sick leave privilege is viewed by the School District as a serious matter and as grounds for disciplinary proceedings against the teacher, including the requirement that a teacher furnish a doctor’s certificate of illness before being granted sick leave pay.

**Subd.6.** Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

**SECTION 2. SICK LEAVE:** Teachers on the “Old Severance” plan under Article X, Section 2 shall earn sick leave as follows:

**Subd.1.** Teachers shall earn sick leave at the rate of fifteen (15) days for each year of service in the employ of the School District, accruing as of the beginning of the school year, up to a maximum of one hundred ninety-three (193) accumulated unused sick leave days. Part-time teachers shall accumulate sick leave in proportion to the number of days worked per week. Any teachers who terminate employment with the District during the school year shall be credited for any unused sick leave on a pro-rata basis, based upon the number of contract days these teachers were employed during the school year.

**Subd.2.** In the school year of retirement, after the fifteen (15) days, or appropriate pro-rated total, have been credited to the sick leave accumulated total (as in Subd.1.), employees who are at the one hundred ninety-three (193) day accumulation maximum will be allowed an additional fifteen (15) days of sick leave to be used to keep their sick leave accumulation at the one hundred ninety-three (193) day maximum. In no instance may the total accumulated days exceed one hundred ninety-three (193) days.

Examples:

	Days	<u>Days</u>	<u>Days</u>	<u>Days</u>
Balance 6/30/xx	178	*178	177	186
Accrual 9/1/xx	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u> (8 cannot accumulate)
Adjusted Balance:	193	193	192	193

Qualified for

15-day Cushion?      Yes                      No                      No                      Yes

\*Mid-year retirement - pro-rata deduction applies.

**Subd.3.** Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to a personal illness, illness of a child, or for illness in the immediate family of a teacher of such nature as reasonably to require the presence of the teacher. Immediate family shall be construed to include wife, husband, children, stepchildren, parents, parents of spouse, brothers, sisters, and grandparents, grandchildren and step-parents.

**Subd.4.** A teacher absent on sick leave more than five (5) consecutive days may be required to furnish the business office with a doctor's certificate of illness.

**Subd.5.** In the case of a teacher with less than ten (10) years of teaching in the District, a full salary deduction shall be taken for absence beyond accumulated sick leave. In the case of teachers with more than ten (10) years of such teaching experience, the cost of obtaining a substitute teacher will be deducted from the salary of the teacher absent on sick leave. This subdivision becomes inapplicable upon inception of the income protection insurance.

**Subd.6.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher. Abuse of sick leave privilege is viewed by the School District as a serious matter and as grounds for disciplinary proceedings against the teacher, including the requirement that a teacher furnish a doctor's certificate of illness before being granted sick leave pay.

**Subd.7.** Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

## SECTION 2. PERSONAL LEAVE:

**Subd.1.** Four (4) non-cumulative personal leave days each year for incidents involving special obligations or emergencies which cannot be scheduled on non-duty days and are not authorized in other leave provisions are provided under the following guidelines.

- (a) A written request shall be submitted to a teacher's principal or other immediate supervisor at least five (5) days prior to the requested leave day.
- (b) In emergency situations, written requests may be submitted after the fact; however it is understood that the teacher will assume the responsibility in such an emergency of notifying the building principal or other immediate supervisor at the earliest possible time.
- (c) These personal leave days shall require no reason.

**Subd.2.** Deductions for personal leave shall be from accumulated sick leave, except that the teacher shall have deducted from his or her salary only the amount of the substitute's pay for any emergency situation determined unacceptable by the superintendent.

**SECTION 3. BEREAVEMENT LEAVE:** A leave of absence with pay, not to exceed three (3) days, shall be granted for the death of an employee's spouse, child or step child, parents, parents of spouse, siblings, step parents, grandparents and grandchildren. Leave of absence for one (1) day with pay shall be granted because of death of uncles, aunts, nieces, nephews, first cousin, grandparents of spouse, brother in law, and sister in

law. The leave days will be granted for arrangements and/or attendance at a funeral. Bereavement leave will not be deducted from accumulated sick leave. Unused bereavement leave for such purposes shall not be accumulated.

Additional time may be granted, at the discretion of the Superintendent, principal or superintendent's designee, upon written evidence of special need for such additional time. The Superintendent will determine whether to deduct time from sick leave, or a pay deduct.

**SECTION 4. EMERGENCY LEAVE:** In case of emergency absence not otherwise covered by these provisions, request for emergency absence may be presented to the superintendent for approval or disapproval without loss of pay or with loss of pay. Unexcused absences may be subject to investigation, and an unexcused absence without reasonable cause may subject a teacher to disciplinary proceedings.

#### **SECTION 5. LEAVE OF ABSENCE:**

**Subd.1.** The School District, in its discretion and upon recommendation of the superintendent, may grant a leave of absence to a teacher for a period not to exceed one (1) year.

Such leave of absence shall be without compensation or expense allowance, and no experience credit for salary schedule or other purposes will be acquired by a teacher during the period of such leave.

It is the position of the School District that application for a leave of absence will not be considered unless the teacher making a request has taught in the District for five (5) consecutive years prior to application.

Teachers will notify the District by April 1<sup>st</sup> of their intentions to return to the District or not. Failure to notify by April 1<sup>st</sup> will forfeit rights to return and be considered a resignation. The April 1<sup>st</sup> date may be waived upon mutual agreement between the District and teacher.

**Subd.2.** The School District may, upon written request from a member of the bargaining unit, grant an extended leave of absence according to the provisions of Minnesota Statutes 122A.46, as amended.

**Subd.3.** Request for leave of absence shall be considered on an individual basis.

#### **SECTION 6. CHILD CARE LEAVE:**

**Subd.1.** A child care leave may be granted by the School District subject to the provisions of these sections. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time.

**Subd.2.** A teacher making application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

**Subd.3.** If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant teacher will also provide, at the time of the leave application, a statement from a physician indicating the expected date of delivery.

**Subd.4.** The School District may adjust the proposed beginning and ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

**Subd.5.** In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

- (a) Grant any leave more than twelve (12) months in duration.
- (b) Permit the teacher to return to his or her employment prior to the date designated in the request for child care leave.

**Subd.6.** Teachers returning from childcare leave shall be re-employed in a position for which they are licensed unless previously discharged or placed on unrequested leave.

**Subd.7.** Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

**Subd.8.** Application for return must be made at least two (2) weeks prior to the anticipated return date and be accompanied by a physician's statement attesting to the good health of the teacher if the child care leave was for maternity.

**Subd.9.** Teachers on childcare leave shall be permitted to pay the contributions required or permitted by law to be made by the employee and the School District into the teacher's pension or retirement fund to insure full credit for retirement purposes.

**Subd.10.** A teacher returning from childcare leave shall retain all benefits that the teacher possessed prior to the leave but shall accrue no additional benefits during the leave.

**Subd.11.** The parties agree that the applicable periods of probation as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school system to have an opportunity to evaluate the teacher's performance. Teachers agree that the period of time for which the teacher is on child care leave shall not be counted in determining the completion of a probationary period.

**Subd.12.** A teacher on childcare leave is eligible to participate in group health, life and dental insurance programs but shall pay the entire cost of the premium after FMLA leave has expired. Premiums are to be paid monthly or pre-paid to the School District.

**Subd.13.** Teachers on childcare leave shall be permitted to perform per diem teaching service.

**Subd.14.** Pregnancy shall be considered a temporary disability, and as such, a teacher shall be allowed to use sick leave, for the period of time that a licensed physician determines that the teacher is unable to work.

**Subd.15.** A full-time teacher shall be granted up to twenty (20) days, charged against available sick leave, for the reason of establishing bonding with an adoptive or foster child. The days of leave must be used within six (6) months of the date of the adoption or placement of the child in foster care. The adoption or placement verification court order must be submitted at the time the leave is requested.

**Subd.16.** A full-time teacher shall be granted up to twenty (20) days leave, charged against available sick leave, for the reason of establishing bonding with their child. The bonding leave days must be used within six (6) months of the date of the child's birth. The bonding leave days are in addition to any sick leave days taken during a period of disability pursuant to subdivision 3 of this section. A physician's statement or a copy of the birth certificate must be submitted at the time the leave is requested.

**Subd.17.** Teachers will notify the School District in writing by April 1<sup>st</sup> of their intentions to return to the District or not.

**SECTION 7. LEGAL DUTY:** A teacher, who serves on jury duty or appears for summons or subpoena, which neither summons nor subpoena is for either personal or family issues, shall be granted the day or days necessary to discharge this responsibility. The District shall continue to pay the teachers their regular rate of pay for those days. The teachers will remit to the District the legal duty pay they received. Legal duty pay shall not include mileage and/or per diem allowances.

**SECTION 8. UNION LEAVE:** At the beginning of each school year, Education Minnesota, Hermantown shall be credited with a total of four (4) days of non-accumulative paid leave. The four days are available only for elected officials of Education Minnesota, Hermantown. Education Minnesota, Hermantown shall give three (3) working days' notice of its intention to use the leave. The cost of substitutes, where needed, will be paid for by Education Minnesota, Hermantown.

## ARTICLE X

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### RETIREMENT BENEFITS

**SECTION 1. 403(B) MATCHING PLAN:** Teachers who qualify may participate in the 403(b) matching plan (hereafter referred to as MP). The provisions of this article will entirely replace Article X, Section 2. Severance Pay contractual provision when all teachers who elected the "Old Severance" have terminated active employment at the District. Teachers hired before September 1, 2005 must make an irrevocable election by one of the following dates to waive the "Old Severance" and participate in the MP.

By May 15, 2004 – for participation in the 04-05 school year, and thereafter.

By May 15, 2005 – for participation in the 05-06 school year, and thereafter.

These dates are the only two opportunities to transfer to the MP and once the election is made it is irrevocable. Employees hired after September 1, 2005 will only be eligible to participate in the 403b MP.

**Subd.1.** As of September 1, 2015 only full-time teachers shall be eligible for participation in the MP. Eligible teachers must make application to participate in the MP no later than May 15 of the preceding school year. Once an eligible teacher elects to participate in the MP said election is irrevocable for that school year and will continue each subsequent school year unless modified by the teacher in writing by May 15 of the preceding school year.

Part-time and temporary teachers are not eligible to participate in the MP and cannot count their part-time or temporary service years toward the eligibility for the MP. In the event a participating teacher has a change in assignment or a reduction to part-time during the school year, the teacher must continue participation at the same rate for the remainder of that school year. The teacher would be ineligible to participate in the subsequent year if their part-time status was still in place.

The schedule of the District matching contribution is as follows: (As of September 1, 2017)

<u>Years of Service Completed</u>	<u>Annual Match Maximum</u>
0-2	\$ 0
3-10	\$ 700
11-14	\$ 1300

15+

\$ 2500

The district will match the teacher’s elected amount, not to exceed the annual match maximum according to the above schedule. This annual amount is limited in accordance with state law. The lifetime maximum contribution may never exceed \$35,000. In the last eligible year before the lifetime maximum contribution is met, the contribution will be reduced to achieve the proper lifetime maximum.

**Subd.2** As of September 1, 2016 teachers who are .5 FTE or greater shall be entitled to contributions specified in the “403b Table” on a pro rata basis determined according to the amount of their full time equivalent position. Eligible teachers must make application to participate in the MP no later than May 15 of the preceding school year. Once an eligible teacher elects to participate in the MP said election is irrevocable for that school year and will continue each subsequent school year unless modified by the teacher in writing by May 15 of the preceding school year.

The schedule of the District matching contribution is as follows: (As of September 1, 2018)

<u>Years of Service Completed</u>	<u>Annual Match Maximum</u>
0-2	\$ 0
3-10	\$ 700
11-14	\$ 1300
15+	\$ 2500

The district will match the teacher’s elected amount, not to exceed the annual match maximum according to the above schedule. This annual amount is limited in accordance with state law. The lifetime maximum contribution may never exceed \$35,000. In the last eligible year before the lifetime maximum contribution is met, the contribution will be reduced to achieve the proper lifetime maximum.

This amount will be paid by the district over 24 pay periods and deducted from the teacher check over 24 pay periods. The amount does not change as salaries fluctuate, except in case where a teacher’s employment is interrupted. When the interruption is unpaid the teacher will not receive their matching contribution.

**SECTION 2. SEVERANCE PAY:** Full-time teachers, as defined in Article III, Section 2, who have completed at least ten (10) years of continuous service with the School District and who are at least fifty-two (52) years of age shall be eligible for severance pay pursuant to the provisions of this Article, upon submission of a written retirement effective at the end of the school year to the superintendent of the School District by April 1 or mutual agreement. This section sunsets when all qualified employees have resigned, retired or terminated from the District.

**Subd.1.** Eligible teachers, upon retirement, shall be eligible to receive as severance pay an amount obtained by multiplying the teacher’s daily rate of pay defined in Subd. 2 times the total number of accumulated unused sick leave days, not to exceed one hundred (100) accumulated sick leave days. Whatever unused sick leave remains after receiving retirement benefits will be applied as in Section 3 below.

**Subd.2.** In applying these provisions, the teacher’s daily rate of pay shall be the basic daily rate at the time of retirement, the teacher’s daily rate of pay shall be the basic daily rate at the time of

retirement, as provided in the basic salary schedule for the basic school year as defined in Article VI, Section 1 Rates of Pay.

**Subd.3.** Severance pay shall be paid by the School District but shall not be granted to any teacher who is discharged by the School District. The eligible teacher shall receive severance pay in one single payment on the fifteenth (15) day of the month following retirement.

**SECTION 3. POST-EMPLOYMENT HEALTH BENEFITS<sup>3</sup>:** Retired employees may be continued on the existing retiree hospitalization and medical insurance group plans provided that (1) they have worked for the Hermantown school system ten (10) years immediately previous to retirement or a total of twenty (20) years of teaching in the district, and (2) they qualify for retirement under the rules and regulations of the Teacher Retirement Association, Coordinated or Basic Plans. Employees that have remaining unused sick leave days shall have credited to his/her account for payment, upon retirement, of hospital and medical insurance in an amount equal to the number of remaining unused sick leave days not to exceed 86 days for teachers under/or electing the 403b MP in Section 1 and not to exceed 93 days for teachers under Section 2 times the teacher's daily rate of pay. The teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year as defined in Article VI, Section 1 Rates of Pay.

**Subd.1.** The retiring employee must enroll for single or family insurance coverage on or before the effective date of retirement, in the then existing retiree subgroup, with the cost thereof, single or family, assessed to the balance of the account described above. Forfeiture of post-employment benefits will occur for failure to enroll on or before the effective day of retirement.

**Subd.2.** If the retired employee dies before all monies in said account have been disbursed, the balance remaining shall be used to provide coverage for the spouse/dependents in the existing retiree hospitalization and medical insurance subgroup plan, provided they were covered on the date of death. The employee/spouse/dependent's estate cannot receive any part of the remaining balance in said account in cash. Any remaining funds will revert to the School District.

**Subd.3.** If the monies in said account are exhausted, the employee/spouse/dependents may continue participation in the School District existing retiree hospitalization and medical insurance subgroup plans at their own expense. If the employee/spouse/dependents cancel the post-employment benefits provided above, they cannot reenroll in the retiree subgroup.

## ARTICLE XI

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### HOURS OF EMPLOYMENT

**SECTION 1. DUTY DAYS AND INSTRUCTIONAL HOURS:** The duty day for full-time teachers shall be eight (8) hours inclusive of lunch. The individual schedule for each teacher shall be worked out between the teacher and principal or the superintendent's designee. If a mutual agreement cannot be reached, the building principal will establish the duty day.

**SECTION 2. TEACHERS ON CALL:** Teachers are expected to be on call to reasonably participate in after school activities such as staff meetings, parent-teacher conferences, and curriculum meetings in accordance with past practice.

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<sup>3</sup> Examples of retirement benefits calculations (For teachers electing Section 1 403b MP) are found in Appendix A of this contract

**SECTION 3. DUTY FREE LUNCH:** Teachers shall be provided with a thirty (30) minute duty-free lunch period.

**SECTION 4. SECONDARY DAY:** The normal teaching day for secondary teachers shall be as follows:

- 1) Six (6) Period Day -- five (5) periods of instruction and one (1) preparation period.
- 2) Seven (7) Period Day -- five (5) periods of instruction, one (1) study hall, and one (1) preparation period.

Before assignment for a sixth period of instruction is made, eligible teachers shall be notified so the class will be assigned to a volunteer, if possible.

**SECTION 5. ELEMENTARY / PRE-K PREPARATION TIME:** Within the student day for every 25 minutes of classroom instructional time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be provided in one or two uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement between the district and the exclusive representative of the teachers.

**SECTION 6. PAY DEDUCTION:** Whenever a pay deduction is made for a teacher's absence, the annual salary divided by the teacher's duty days shall be deducted for each day's absence.

**SECTION 7. RESPONSIBILITY TO STUDENTS BEYOND THE BASIC DUTY DAY:** Teachers shall remain on duty until students under their supervision have left the building or are under the supervision of an authorized person.

## ARTICLE XII

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### UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT

**SECTION 1. PURPOSE:** The purpose of this Article is to implement the provisions of M.S. 122A.40, Subd. 10, which, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts or within the district.

#### SECTION 2. DEFINITIONS:

**Subd. 1.** For purposes of this Agreement, the terms defined shall have the meanings respectively ascribed to them.

**Subd. 2.** "Qualified" means licensed by the State of Minnesota.

**Subd. 3.** "Subject matter or field" shall mean categories used by the State of Minnesota for licensure purposes.

**Subd. 4.** "Laid off" means being placed on unrequested leave.

**Subd. 5.** "Seniority" means the establishment of a priority rank position among qualified teachers who are full-time or part-time continuing contract teachers in the School District. Seniority shall commence with the first day of actual service in the School District and shall include those teachers on authorized leaves of absence. Seniority shall be determined by the chronological order in which the School Board ratified hiring the teacher as described in the official School Board minutes. Excluded are probationary teachers and teachers acting as incumbents for teachers on authorized leaves of absence.



In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination, pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by action of the School Board and the teacher, without interruption of regular service, shall retain the teacher's original seniority date.

### SECTION 3. UNREQUESTED LEAVE OF ABSENCE

**Subd. 1.** The School District may place on unrequested leave of absence for a period not exceeding five (5) calendar years ([see Section 4., Subd. 4.](#)) from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. If a teacher's position is terminated on this basis or by a seniority move, such teacher may exercise seniority by taking a position for which the teacher is qualified ([see Section 2., Subd. 2.](#)). Unrequested leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed in writing between the teacher and the School District.

**Subd. 2.** Teachers placed on such leave shall receive notice by June 1<sup>st</sup> of the school year prior to commencement of such leave with reasons therefore, without the necessity for any hearing applicable to termination, except that a hearing may be provided to show any violation of this Agreement.

**Subd. 3.** Teachers shall be laid off in reverse order of seniority.

Subd. 4. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under the law for such compensation. Such leave will not result in a loss of credit for years of service in the District, or accumulated unused sick leave earned prior to the commencement of such leave. Any years of teaching experience gained while on unrequested leave of absence shall be added to said teacher's experience rating upon re-employment.

**Subd. 5.** In the event that a teacher is placed on unrequested leave of absence and is not recalled by September 1<sup>st</sup> of the subsequent year, tenured teachers will be entitled to severance pay of 50% of their unused sick leave to a maximum of 30 days and shall be entitled to final payment of salary prior to June 30<sup>th</sup>. Teachers so utilizing severance pay shall have their accumulated sick leave reduced by that amount in the event that they are recalled at a later date. Teachers shall be entitled to use these severance pay provisions only once during their employment with the District.

### SECTION 4. REINSTATEMENT:

**Subd. 1.** No new teacher shall be employed by the school District while any qualified teacher is on unrequested leave of absence in the same field and subject matter. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

**Subd. 2.** When placed on unrequested leave, teachers shall file their name and address with the School District's personnel office to which any notice of reinstatement or availability of position shall be sent by certified mail. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. 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 qualified teacher on unrequested leave, the School District shall send notification of the position and vacancy date to such teacher within thirty (30) days of the knowledge of the availability of the position. The teacher has fifteen (15) days from the receiving date of this notification to accept re-employment. Failure to reply in writing within such fifteen (15) day period shall constitute waiver on the part of the teacher to any further rights of employment or reinstatement, and he/she shall forfeit any future reinstatement or employment rights. If re-employment is offered under the provisions of this section, the teacher must return to employment with the District no later than the commencement of the next school year.

If re-employment is to start at the beginning of the next school year and this requires filling the position for the current school year on a temporary basis, the following procedure shall be used:

- (a) If filled by a teacher on unrequested leave who is qualified for the position in question, the teacher shall be entitled to a rate of pay commensurate with the teacher's experience rating with the School District.
- (b) If the position cannot be filled using (a) above, a long-term substitute shall be employed.
- (c) This temporary employment shall not change the seniority status of the teacher employed nor jeopardize his/her unrequested leave.

A teacher laid off from a full-time position may decline an offer of re-employment to a part-time position without loss of relative position on the re-employment list.

**Subd.4.** Reinstatement rights shall not cover probationary teachers. Upon earning tenure and with up to three (3) years of seniority, reinstatement rights shall automatically cease after two (2) years. Thereafter reinstatement rights shall automatically cease after three (3) years with four (4) to six (6) years of seniority, after four (4) years with seven (7) to eleven (11) years of seniority and after five (5) years with twelve (12) or more years' seniority.

## **SECTION 5. ESTABLISHMENT OF A SENIORITY LIST:**

**Subd.1.** Within thirty (30) days of the commencement of each school year, the School District shall cause a seniority list (by name, date of employment, number of years of service credit, and areas of certification) to be prepared from its records. At the discretion of the School District, copies may be posted in an official place designated by the superintendent. A copy will be made and given to the president of the Union.

**Subd.2.** Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have ten (10) working days from the date of such posting to supply written documentation, proof, and request for seniority change to the School District.

**Subd.3.** A final seniority list shall thereupon be prepared by the School District within ten (10) working days after a list is agreed upon by the Union, which list as revised shall be binding on the School District and any teacher. Each year thereafter, the School District shall cause such seniority list to be updated to reflect any additional certification, adjustment in years of service credit, and the addition or deletion of personnel. Such yearly revised list shall govern the application of the unrequested leave of absence Agreement until thereafter revised.

**Subd.4.** If the District is placing teachers on unrequested leave of absence, only those licenses actually received by the Superintendent's office by April 15 of such year shall be considered for purposes of determining layoff within areas of licensure for the following year. A license filed after April 15 will be considered for purposes of recall, but not to the current reduction.

## ARTICLE XIII

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### GRIEVANCE PROCEDURE

**SECTION 1. PURPOSE:** The purpose of this grievance procedure shall be to secure solutions to grievances equitably, expeditiously and the lowest administrative level. Grievances may not be brought against the District without the approval and support of the Union.

**SECTION 2. REPRESENTATIVE:** The Union, administrator, or School Board may be represented during any step of the procedure and any person or agent designated by such party is authorized to act in that party's behalf.

### SECTION 3. DEFINITIONS & INTERPRETATIONS

**Subd.1. Definition of a Grievance:** A grievance is defined as a dispute or a disagreement as to the interpretation or application of any term or terms of this agreement.

**Subd.2.** An effort shall first be made to adjust an alleged grievance informally between the Union and the School District's designee.

**Subd.3. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in person (face to face) by the Union in writing to the School District's designee or an Administration office employee setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within (20) twenty days from the date of its occurrence. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

**Subd.4. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

**Subd.5. Computation of time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**SECTION 4. ADJUSTMENTS OF GRIEVANCE:** The School District and the Union shall address all grievances which may arise during the course of employment of any employee within the School District in the following manner:

**Subd.1. Level I:** If the alleged grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the Union within (20) twenty days in person after receipt of the written grievance.

**Subd.2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed by the Union to the Superintendent of schools, provided such appeal is made in writing within (20) twenty days in person after receipt of the decision in Level I. If a grievance is properly appealed by the Union to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within (20) twenty days after the meeting, the Superintendent or designee shall issue a decision in writing to the Union.

**Subd.3. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed by the Union to the School Board, provided such appeal is made in writing within (20) twenty days in person after receipt of the decision in Level II. If a grievance is properly appealed by the Union to the School Board, the School Board shall set a time to hear the grievance within (20) twenty days after receipt of the appeal. Within (20) twenty days after the meeting, the School Board shall issue its decision in writing to the Union. At the option of the School Board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

**SECTION 5. SCHOOL BOARD REVIEW:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

**SECTION 6. ARBITRATION PROCEDURES:** In the event that the Union and the School Board are unable to resolve any grievance, the grievance may be submitted by the Union to arbitration as defined herein:

**Subd.1. Request:** A request to submit a grievance to arbitration must be in writing signed by the Union President or Vice President, and such request must be filed in the Office of the Superintendent within (20) twenty days following the decision in Level III of the grievance procedure.

**Subd.2. Prior Procedure Required:** No grievance shall be considered by the arbitrator, which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

**Subd.3. Selection of Arbitrator:** The School Board and the Union shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the School Board and the Union are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin.

**Subd.4. Hearing:** The grievance shall be heard by a single arbitrator and both the School District and Union may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd.5. Decision:** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

**Subd.6. Expenses:** The Union and School District shall each 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 with the cost of the transcript or recording being borne by the party making the request, unless the parties mutually agree to share the expense. The parties shall share equally fees and expenses of the arbitrator, and any other expenses the parties mutually agree are necessary for the conduct of the arbitration.

**Subd.7. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion of 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. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## ARTICLE XIV

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### DURATION

**SECTION 1. TERMS 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.

**SECTION 2. EFFECT:** This Agreement constitutes the full and complete agreement between the School District and the Union. 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 Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed upon by both parties (as per M.S. 179A.20, Subd. 3).

**SECTION 4. SEVERABILITY:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provisions thereof.

**EXTRA CURRICULAR ACTIVITIES**

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1. A new person assigned to the extracurricular program shall be compensated as follows at 100% of the schedule as listed below.

No person assigned to an extra-curricular position will be dismissed from the position without a full hearing before an extra-curricular advisory committee (50% appointed by the Board and 50% appointed by the Union.)

2. Longevity pay shall be provided for extra-curricular advisors/coaches beginning as follows:

10% of stipend	11 <sup>th</sup> - 15 <sup>th</sup> years
15% of stipend	16 <sup>th</sup> - 20 <sup>th</sup> years
20% of stipend	21 <sup>st</sup> year & thereafter

Years of service must be consecutive years in one sport/activity in the extra-curricular program. A one-time interruption of service not to exceed one year/season shall be allowed per sport/activity.

3. Reimbursement for meals shall be provided for away contests when, in the conduct of School District business, the extracurricular advisor/coach is unable to be at home at normal meal hours.
4. Any person accepting an assignment would be expected, in good faith, to perform the assignment for a minimum of two (2) years and would not expect to be released until an adequate replacement can be found.
5. All salaries are established to reflect consideration for Saturday activities, Christmas practice and activities, pre-school and tournament participation during and following regular school term.

	<b>2017-2018</b>	<b>2018-2019</b>
<b>Baseball</b>		
Head	\$ 6,303	\$ 6,460
Assistant	\$ 4,092	\$ 4,194
<b>Basketball, Boys'</b>		
Head	\$ 6,303	\$ 6,460
Assistant	\$ 4,092	\$ 4,194
Ninth Grade	\$ 3,152	\$ 3,231
Jr. High (2)	\$ 2,748	\$ 2,817
<b>Basketball, Girls'</b>		
Head	\$ 6,303	\$ 6,460
Assistant	\$ 4,092	\$ 4,194
Ninth Grade	\$ 3,152	\$ 3,231

Jr. High (2)	\$ 2,748	\$ 2,817
<b>Cross Country</b>		
Head	\$ 4,866	\$ 4,988
Assistant	\$ 3,152	\$ 3,231
<b>Football</b>		
Head	\$ 6,303	\$ 6,460
"A" Assistant	\$ 4,092	\$ 4,194
"B" Assistant	\$ 4,092	\$ 4,194
"C" Assistant (2)	\$ 4,092	\$ 4,194
9th Grade	\$ 3,152	\$ 3,231
Jr. High (2)	\$ 2,404	\$ 2,464
<b>Golf</b>		
Head	\$ 4,866	\$ 4,988
Assistant	\$ 4,041	\$ 4,142
<b>Hockey</b>		
Head	\$ 6,303	\$ 6,460
Assistant (2)	\$ 4,092	\$ 4,194
<b>Skiing</b>		
Head	\$ 2,404	\$ 2,464
<b>Soccer, Boys'</b>		
Head	\$ 4,866	\$ 4,988
Assistant	\$ 3,152	\$ 3,231
<b>Soccer, Girls'</b>		
Head	\$ 4,866	\$ 4,988
Assistant	\$ 3,152	\$ 3,231
<b>Softball, Girls'</b>		
Head	\$ 6,303	\$ 6,460
Assistant	\$ 4,092	\$ 4,194
<b>Tennis</b>		
Head Boys'	\$ 4,866	\$ 4,988
Head Girls'	\$ 4,866	\$ 4,988
<b>Track, Boys'</b>		
Head	\$ 6,303	\$ 6,460

Assistant	\$ 4,092	\$ 4,194
Jr. High	\$ 2,404	\$ 2,464
<b>Track, Girls'</b>		
Head	\$ 6,303	\$ 6,460
Assistant	\$ 4,092	\$ 4,194
Jr. High	\$ 2,404	\$ 2,464
Track, Shared Assistant Girls/Boys	\$ 4,092	\$ 4,194
<b>Volleyball</b>		
Head	\$ 6,303	\$ 6,460
Assistant	\$ 4,092	\$ 4,194
9th Grade	\$ 3,152	\$ 3,231
Jr. High	\$ 2,404	\$ 2,464
<b>Athletic Director</b>	\$ 9,618	\$ 9,858
<b>High Tech Coordinator</b>	\$ 8,977	\$ 9,201
<b>Cheerleader Coordinator</b>	\$ 4,806	\$ 4,926
<b>Advisors</b>		
Senior (2)	\$ 692	\$ 709
Junior (2)	\$ 692	\$ 709
<b>Speech</b>		
Head	\$ 4,866	\$ 4,988
Assistant (2)	\$ 3,152	\$ 3,231
<b>Homecoming/Snow Week Advisor</b>	\$ 692	\$ 709
<b>Knowledge Bowl</b>		
Head	\$ 1,463	\$ 1,500
Junior Varsity Knowledge Bowl (HS)	\$ 819	\$ 840
<b>Math League</b>	\$ 1,463	\$ 1,500
<b>Competitive Math (MS)</b>		
Per Grade Level	\$ 410	\$ 420
<b>MS Student Council</b>	\$ 897	\$ 920
<b>Newspapers</b>		
Senior High	\$ 1,713	\$ 1,756
Junior High	\$ 942	\$ 965
<b>Pep Band</b>	\$ 3,753	\$ 3,847



Sub for 10 games	\$ 405	\$ 415
<b>Play Directors</b>		
One Act	\$ 2,047	\$ 2,098
One Act Competition	\$ 2,661	\$ 2,727
Full Length Drama	\$ 4,866	\$ 4,988
Assistant Full Length Drama	\$ 3,152	\$ 3,231
<b>Prom Advisor</b>	\$ 1,442	\$ 1,478
<b>DECA Advisor</b>	\$ 2,368	\$ 2,427
<b>High School Musical</b>		
Head	\$ 4,866	\$ 4,988
Assistant	\$ 3,152	\$ 3,231
National Honor Society	\$ 692	\$ 709
Sr. High Student Council	\$ 1,590	\$ 1,629
Sweetheart Dance Coordinator	\$ 692	\$ 709
Yearbook	\$ 4,866	\$ 4,988
Robotics	\$ 692	\$ 709

## 2017-2018 SALARY SCHEDULE A

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The salary schedule herein indicated is to be viewed as a guideline of the School District for the 2017-2018 school year. It is based upon a work year of 183 days and a workday of 8 hours, inclusive of lunch. There will be 175 student contact days. This salary is not to be construed as a part of the teacher's continuing contract.

Step	2017 - 2018								
	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45
1	37569	38167	38668	39265	39760	42152	43747	44348	45341
2	38167	38668	39265	39662	40561	43545	44348	44940	45939
3	38668	39265	39662	40261	41157	43962	45939	48036	50423
4	39265	39662	40261	41053	41753	44940	46937	48931	51320
5	39760	40261	41053	41857	43545	45939	47931	50030	52319
6	40357	41857	42450	43545	44940	47136	48931	51122	53414
7	40357	43151	43947	44940	46637	48136	50030	52117	54414
8	40357	43151	47949	48349	49975	51189	52100	54128	56460
9	40357	43151	47949	54025	54332	55141	57070	59197	61531
10	40357	43151	47949	54025	60003	60108	62032	63352	65784
11	40357	43151	47949	54025	64264	67505	69432	71660	74399

The above are based on Quarter Credits.

### Longevity Pay

Full-time teachers shall receive an additional amount:

	<b>Schedule A</b>
15 - 19 years	\$ 1,160
20 - 24 years	\$ 1,483
25 - 29 years	\$ 1,805
30 year and thereafter	\$ 2,578

**2018-2019 SALARY SCHEDULE B**

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The salary schedule herein indicated is to be viewed as a guideline of the School District for the 2018-19 school year. It is based upon a work year of 183 days and a workday of 8 hours, inclusive of lunch. There will be 175 student contact days. This salary is not to be construed as a part of the teacher’s continuing contract.

Step	2018-2019								
	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45
1	38508	39121	39635	40246	40754	43206	44841	45456	46474
2	39121	39635	40246	40653	41575	44633	45456	46063	47088
3	39635	40246	40653	41268	42186	45061	47088	49237	51683
4	40246	40653	41268	42079	42797	46063	48111	50154	52603
5	40754	41268	42079	42903	44633	47088	49129	51280	53627
6	41366	42903	43511	44633	46063	48314	50154	52400	54750
7	41366	44230	45045	46063	47803	49340	51280	53420	55774
8	41366	44230	49148	49558	51224	52469	53403	55481	57872
9	41366	44230	49148	55376	55690	56519	58496	60677	63069
10	41366	44230	49148	55376	61503	61611	63583	64936	67429
11	41366	44230	49148	55376	65871	69193	71168	73451	76258

The above are based on Quarter Credits

Longevity Pay

Full-time teachers shall receive an additional amount:

	<b>Schedule B</b>
15 - 19 years	\$ 1,189
20 - 24 years	\$ 1,520
25 - 29 years	\$ 1,850
30 year and thereafter	\$ 2,642

IN WITNESS WHEREOF, the parties have executed this Agreement on the 14th day of August 2017.

FOR: EDUCATION MINNESOTA, HERMANTOWN

FOR: INDEPENDENT SCHOOL

LOCAL 1096

DISTRICT 0700

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## Appendix A (based on 2012-13 contract)

### Examples of retirement benefits calculations (For teachers electing Section 1 403b MP):

Criteria--Eligible teacher earning \$50,000 per year (will be used for all examples).

Example 1 -- Accumulated unused sick leave days = 86

Example 2 -- Accumulated unused sick leave days = 40

	<u>Example 1</u>	<u>Example 2</u>
Daily rate of pay (\$50,000)/183 days=\$273.22	\$273.22	\$273.22
Total accumulated unused sick leave days	86	40
Maximum allowed under Section 1. Subd. 1	86	86
Lesser of maximum or accumulated unused sick leave	<u>86</u>	<u>40</u>
<b>Total health benefits</b>	<b>\$23,496.92</b>	<b>\$10,928.80</b>

### Examples of retirement benefits calculations (For teachers under Section 2 Severance):

Criteria--Eligible teacher earning \$50,000 per year (will be used for all examples).

Example 1 -- Accumulated unused sick leave days = 193

Example 2 -- Accumulated unused sick leave days = 140

Example 3 -- Accumulated unused sick leave days = 65

	<u>Example 1</u>	<u>Example 2</u>	<u>Example 3</u>
Daily rate of pay (\$50,000)/183days = \$273.22	\$273.22	\$273.22	\$273.22
Total accumulated unused sick leave days	193	140	65
Maximum allowed under Section 1. Subd.1	100	100	100
Lesser of maximum or accumulated unused sick	<u>100</u>	<u>100</u>	<u>65</u>
Leave.			
Total cash portion of retirement benefits	\$27,322.00	\$27,322.00	\$17,759.30
Daily rate of pay	\$273.22	\$273.22	\$273.22
Total accumulated unused sick leave days	193	140	65
Minus the days used in Section 1	-100	-100	-65
Unused sick days left (Maximum of 93 days)	<u>= 93</u>	<u>= 40</u>	<u>= 0</u>
Total health benefits portion of retirement benefits.	\$25,409.46	\$10,928.80	\$0
<b>Total of retirement benefits.</b>	<b>\$52,731.46</b>	<b>\$38,250.80</b>	<b>\$17,759.30</b>