

STAPLES-MOTLEY SCHOOLS

ISD #2170



Professional Agreement

July 1, 2017 through June 30, 2019

**ISD #2170 PROFESSIONAL GROUP
MASTER AGREEMENT**

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**PROFESSIONAL GROUP
MASTER POLICY AGREEMENT
INDEPENDENT SCHOOL DISTRICT #2170
STAPLES, MINNESOTA 56479**

JULY 1, 2017 THROUGH JUNE 30, 2019

ARTICLE I -- DEFINITION

Section 1. This policy agreement is to cover all members of the professional group, full and part-time, of Independent School District #2170. Full-time employment is considered a minimum of nine (9) months per year. Any person employed less than nine (9) months shall constitute a part-time employee. For the purpose of computing salary and fringe benefits 261 days per year shall be considered full-time. Any employee covered by this agreement working less than 261 days per year shall have their salary and fringe benefits prorated as their days employed relates to 261 days per year.

Section 2. Employee shall mean all employees of the Professional Group.

ARTICLE II -- WORKING DAY

Section 1. The basic work day for employees of the professional group shall be eight (8.0) hours unless otherwise designated by individual contract for the number of days assigned by said contract less time off for paid leaves as provided by this policy.

ARTICLE III -- PROFESSIONAL GROUP ORGANIZATION

Section 1. All employees of this agreement are encouraged to participate in professional organizations, which are complementary to their position. The School District shall pay the dues for membership in one (1) of these organizations. One (1) organization means the local, state and national organization/levels.

Section 2. The Principal of each school is the responsible administrator of that school. The Principal shall not be responsible for ancillary services located in their school such as food service, transportation, district office and other district wide services. All support personnel within each ancillary service area or school shall be responsible to the head administrator of that area.

Section 3. The Cabinet will be determined by the Superintendent of Schools from members of the professional group. Meetings will be held at times designated by the Superintendent of Schools.

Section 4. Job descriptions for all Professional group positions shall be on file. Job descriptions may be reviewed by a petition to the District Stanton Review Committee.

Section 5. All employees of this agreement have legitimate concerns, expertise, and perspective in the negotiation process. The input of all employees of this agreement is essential to the decision-making process of such negotiations.

The School Board shall instruct their designated negotiators to meet with and keep all employees of this agreement informed of concerns/issues raised during the negotiation process, so that all professional group employees have the opportunity for input.

ARTICLE IV-- SALARIES

Section 1. Salaries shall be calculated using the current salary schedule, Appendix A of this agreement. The salary for 261 days, which is considered full-time, shall be determined by multiplying the professional ratio times the salary of the grade assigned. Employees working less than 261 days will receive a prorated amount of the grade based on actual days of contract. Hourly employees will be based on 2088 hours.

Section 2. The appropriate beginning grade for computing salaries shall be designated by the Board of Education and cannot change without the District Stanton Committee and Board approval.

Section 3. Professional Group employee's grade is determined from their job description by the District Stanton Review Committee.

Section 4. Longevity: Professional Group employees shall receive longevity pay as defined in the following schedule:

PAY	STARTING YEAR	YEAR COMPLETED
\$ 650.00	6	5
\$ 800.00	11	10
\$ 950.00	16	15
\$1100.00	21	20
\$1250.00	26	25
\$1400.00	31	30

Employees who have completed the required continuous years of service by October 1st of the above longevity schedule shall begin receiving pay at the beginning of the same fiscal year. Employees shall be eligible for \$1,000.00 of longevity pay, in addition to longevity pay qualified by this section, for a period not to exceed five (5) years. The minimum qualifications for this longevity pay are to be fifty-three (53) years of age and have completed at least thirteen (13) years of continuous service. Employee will have discretion on what age to start, but must be 5 consecutive years.

Section 5. Career Increment Pay: Professional group employees, hired before July 1, 2010, shall receive career increment pay as follows according to years of service in the Staples Motley School District. All pay earned from this section shall be deducted from the amount for which the employee is qualified to receive upon electing to take early retirement according to Article VIII.

PAY	STARTING YEAR	YEAR COMPLETED
\$200.00	13	12
\$300.00	19	18
\$500.00	26	25

Section 6. Extra pay: Night shift personnel shall be compensated if the regular shift begins after 2:00 P.M., or other unusual hours, as determined by the administration -- \$.25/hour.

Section 7. Mileage for use of your personal vehicle shall be reimbursed at the District approved rate. Subsistence shall be reimbursed at actual cost basis. Receipt verification as required by the Board.

Section 8. Employees may assume extra assignments for the school district which occur beyond the regular working day if prior approved by the Superintendent of Schools. Remuneration, if applicable, shall be in accordance with the approved payment schedule for that assignment.

Section 9. Overtime Pay: Overtime pay shall be paid at the rate of one and one-half of an employee's regular rate for all hours worked over forty (40) hours per week. If a contracted employee works under more than one contract, that employee's overtime rate will be paid at the lowest contract rate.

ARTICLE V -- PAYMENT FOR CREDITS/ADMINISTRATIVE LICENSURE

Section 1. The district shall reimburse expenses for up to 60 hours annually for re-licensure credits.

Section 2. The school board shall reimburse each Professional employee for surcharge fees charged by the Administrative Licensure Board for administrative licenses up to a maximum of \$75.00 per year.

ARTICLE VI -- FRINGE BENEFITS

Section 1. Group Health Insurance:

Subdivision 1. Single Contributions: The School District agrees to pay \$5300.00 of the single premium to provide group health care insurance, or HRA for all employees working 8 hours per day for 261 days per year. The time referred to in the previous sentence shall be considered full-time for the purpose of this Article. If an employee works less than full-time, the School District contribution will be prorated accordingly. Employees not participating in the School District's group health insurance plan shall have their contribution deposited in the School District's HRA. Full time employees who are eligible for a paid single premium and are covered under their spouse's dependent plan (said spouse being a full time employee in ISD #2170 shall have the amount of \$5300 deposited in the School District HRA. Any unused insurance money paid by the District that is above the cost of the employees' insurance premium amount will be deposited into the employees HRA.

In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the school district, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminate or reduce penalties, fines or fees to be assessed against the School District.

Subdivision 2. All retired employees shall have the right to remain in the group health insurance plan. Employees choosing to remain in the group plan must pay their own premium unless covered by other provisions of this agreement.

Subdivision 3. Additional Contribution: Beginning in the school year 2008 -2009 employees will contribute 1% of his/her gross annual salary into the District Sponsored HRA.

Subdivision 4. Health Reimbursement Arrangement (HRA)

a. Purpose and Management: The purpose of the HRA shall be to provide an entity to manage the employees' health benefit and pay for eligible health care expenses. Each employee shall have a separate account within the HRA administered by an outside vendor. The vendor shall provide a Plan Document to all eligible employees. The Plan Document will describe the benefit features, including investment options, and shall disclose all expenses. The vendor will also provide a copy of the HRA Trust Document to the business office for review

This fund may be used only by employees and their immediate families, as established in Internal Revenue Code, section 152 and HRA Revenue Ruling 2006-36. There shall be no limit on the amount an employee member of the fund may accumulate.

Any balance remaining in an employee member's account at death shall be used for final eligible expenses for the deceased, after which the remaining balance may be used by any surviving spouse and/or legal dependent(s). If there are no legal dependents and/or spouse, the funds remaining in the HRA will be disbursed according to the agreement with the HRA provider.

b. Qualifying claims as allowable per IRS regulations

Subdivision 5. For the 2011-2012 year only, all full time employees under the Professional Agreement shall be provided a one- time payment of Seventy Five Dollars (\$75.00). Those employees under the Professional Agreement, who are less than full time shall receive a pro-rated share of this one payment. This one- time payment shall be placed in the employee's Health Retirement Account (HRA) without exception.

Section 2. Establishment of VEBA: The school District shall make available a VEBA plan and Trust to all qualified employees and eligible retirees. The employees shall be part of the group which is made up of all bargaining units in the District to determine the appointment of the trustee and plan administrator for the VEBA plan and Trust.

Section 3. Income Protection Insurance (LTD): For each full-time employee not on leave of absence without pay, the Board of Education agrees to furnish and pay the full premium for an income protection insurance plan that will pay any employee, who is disabled, two-thirds (2/3) of the employee's basic contracted salary less any payments from Social Security or other compensation, with payment of benefits to begin 120 (one-hundred and twenty) calendar days after such employee becomes disabled, and to continue as long as the employee remains disabled, or until he/she reaches the duration of benefits specified in the Insurance contract (see below). The district shall annually, at the policy's renewal date, review employee salaries and inform the insurance carrier of required adjustments in the salary cap in order to assure all employees are covered for 2/3 of their salary.

<i>Mo. Benefit</i>	<i>Age at Disablement</i>	<i>Duration of Benefits</i>
2/3 of Mo. Earnings	Prior to age 60	To the day before attaining the Soc. Sec. Retirement Age as stated in the 1983 Revision or any later revision of the U. S. Soc. Sec. Act.
2/3 of Mo. Earnings	Age 60 – 64	To the later of the above or 36 mo.
2/3 of Mo. Earnings	Age 65 – 67	24 months
2/3 of Mo. Earnings	Age 68 – 69	18 months
2/3 of Mo. Earnings	Age 70 – 71	15 months
2/3 of Mo. Earnings	Age 72 or above	12 months

The above conditions may change if the insurance carrier discontinues or alters this plan.

Section 4. Life Insurance: For each full-time employee the School District shall provide \$50,000 (fifty thousand dollars) term life insurance. If an employee works less than 261 days the life insurance provided shall be prorated accordingly. All retired employees have the right to remain in the Life Insurance Group until age 65. Employees choosing to remain in the Life Insurance Group shall pay their own premiums unless covered by other provisions of this agreement.

Section 5: Worker's Compensation

Subdivision 1. The employer shall comply with the provisions of Minnesota Statutes governing worker's compensation laws.

Subdivision 2. All employees who are injured during the course of their employment shall file, on forms furnished by the employer, an accident report with the designated supervisor no matter how slight the injury. Any compensation received by the employee for loss of time, if the employee is receiving sick pay, shall be deducted from earnings.

ARTICLE VII -- RETIREMENT BENEFITS

Section 1. Employees who have completed at least 13 years of continuous service with the School District, and are at least fifty-five (55) years of age, shall be eligible for early retirement income pursuant to the provisions of this Article, upon submission of a written letter of retirement/resignation, accepted by the Board of Education. Employees hired after July 1, 2010, will not receive severance payments. Post July 1, 2010 employees will continue to receive post employment insurance benefits.

Section 2. This Article shall apply to all personnel designated as an employee for the purpose of this agreement.

Section 3. Eligible employees, upon early retirement, shall receive as early retirement income pay an amount representing six (6) days of pay for each complete year of service, but not to exceed a total of sixty (60) days pay. The basis of this computation would be the School District's financial year.

Section 4. In addition to the early retirement income provided in Section 3 an employee shall be eligible to receive upon retirement the amount obtained by multiplying forty (40) percent of the number of sick leave days, but in any event, not to exceed fifty (50) days times the employee's daily rate of pay.

Section 5. Applying these provisions, an employee's daily rate of pay shall be the basic daily rate plus longevity allowance at the time of retirement. The basic daily salary shall be computed by dividing the basic salary from Appendix A plus longevity pay by the days worked. All payments made to an employee through provisions in Article IV, Section 5, Career Increment Pay, shall be deducted from retirement payments calculated in this Article. Example: If a retiree is eligible to receive \$11,000 for unused sick leave/years of service but has, during employment with the District, received \$2,500 in career increment payments, the total retirement payments would be \$8,500.

Section 6. Early retirement income shall be paid by the School District in three (3) equal installments. One payment shall be made at retirement, and the remaining two (2) payments shall be made annually from the date of retirement. Payments shall be completed within 24 months from the date of retirement. This benefit shall not be granted to any employee who is discharged by the School District. In case of death before all payments are made, the remaining balance shall be paid to the designated heir.

Section 7. In the event that the IRS determines that a severance benefit paid by the district is constructively received by an employee, the district will pay to the IRS the amount necessary to comply with the withholding standards under IRS rules in the year that the income is constructively received. The employee shall receive, upon retirement, any severance due, minus any amount that has been previously paid to the IRS.

Section 8. In addition, employees who apply for early retirement shall be eligible to remain in the existing group medical insurance and life insurance plans, and shall remain eligible for Board contribution toward those plans. The amount of this contribution shall equal the amount received at the time of retirement. Eligibility for this contribution is to continue to the end of the month in which the employee turns 65 or becomes eligible for Medicare, whichever is later. In the case of life insurance, the single plan will be paid until the age coverage is discontinued as specified by the insurance company. Contributions shall be prorated based on hours worked annually immediately prior to retirement. Medical contributions not used for the school district health insurance plan shall be put in the employee's HRA fund.

ARTICLE VIII 403(b) PLAN

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who has completed at least two (2) consecutive years of employment. Employees with a hire date of July 1, 2014 or later will only be eligible to participate in the school district's 403(b) annuity matching program and will not be entitled to any severance benefits set forth in Article XI.

Subd. 1 Severance Phase out: Employees with a hire date prior to July 1, 2014 will be allowed severance benefits as set forth in Article XI or will be eligible to participate in the school district's 403(b) annuity matching program. Once an employee hired prior to July 1, 2014 chooses to participate in the district's 403 (b) program he or she will forfeit eligibility for severance benefits as set forth in Article XI. Employees hired after July 1, 2014 will not be allowed severance benefits as set forth in Article XI but instead are eligible to participate in the school district's 403 (b) annuity matching program.

Section 2. Amount of School District Contribution:

Subd. 1. Full-time Employees: Full-time, eligible employees shall be eligible for an annual School District matching contribution as follows:

<u>Years of Service</u>	<u>Maximum Matching Contribution</u>
0-2	\$0.00
3-5 (beginning year 3)	up to \$ 400.00
6-9	up to \$ 750.00
10-14	up to \$1,100.00
15+	up to \$1,500.00

The school district will make matching monthly contributions to a participating employee's 403(b) annuity plan. The plan year extends from July 1 through June 30. The annual limit on the amount employees may contribute to his/her 403(b) annuity account shall be governed by applicable law and regulation. It is understood that the district will then match the amount chosen by the employee dollar-for-dollar up to the maximum contained in the table above.

Section 3. Vendors: Participation in the benefits of this article is limited only to employees who select one (1) of the district approved vendors.

Section 4. Notice of Participation: To be eligible for the provisions of this article, an employee must notify the School District, in writing, by August 1st of his or her intention to participate in this matching program and the amount of the employee's contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the School District, in writing, otherwise.

Section 5. Payment: The employee's contribution shall be made by payroll deduction.

Section 6. Unpaid Status: An employee on unpaid leave status may not participate in the provisions of this article.

Section 9. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by Federal and State laws.

ARTICLE IX -- PAID LEAVES

Section 1. Sick Leave

Subdivision 1. Each full-time employee shall be allowed sick/personal leave, with full pay, at the rate of eleven (11) days for each year the employee is employed by the School District. Annual sick/personal leave shall be credited at the beginning of the school year. There shall be no maximum accumulation of days.

Subdivision 2. Each employee shall be responsible for notifying the secretary of his/her department of chargeable sick/personal leave. This notification must occur at the time of usage and then be reported to the District Office monthly.

Section 2. Sick Leave Bank

Subdivision 1. Statement of Intent. A sick leave bank will be established and is expressly intended to be used by any support staff or professional staff employee who is physically incapable of performing duties due to an accident or serious illness after they have used their personally accumulated sick leave and vacation. It is not intended to be used for any other type of leave provided for in other sections of this contract. All deductions from this bank will be made only with the approval of the school superintendent. No support staff or professional staff employee shall be allowed to use the sick leave bank if they have fulfilled the waiting period and qualify for income protection under long-term disability. The support staff and professional staff are cooperating in establishing a common sick leave bank.

Subdivision 2. Implementation. Professional and support staff employees shall contribute sick leave days from their personal sick leave accumulation to the existing sick leave bank when the sick leave bank is depleted. Hours employees donate to the bank will be prorated according to their FTE. Professional and support staff employees of the district who exhaust their personal accumulated sick leave and vacation allowance shall be allowed reasonable and necessary withdrawals from the common bank, provided there are sufficient days available in the bank.

Subdivision 3. Repayment. Professional and support staff employees who have drawn from the sick leave bank will repay 50% of that withdrawal. This repayment shall be made by paying the bank 50% of their future sick leave accumulation until the required number of sick leave days and/or hours are replenished.

Subdivision 4: Repayment if employment is terminated in less than two years from the withdrawal. Professional and support staff who have drawn from the sick leave bank must remain in the school district for two years after recovering, or they shall be required to pay the school district any amount of hours remaining to be paid as outlined in "Subsection a" above.

Subdivision 5. Repayment if employment is terminated more than two years after withdrawal. In cases where employees have remained in the school district for two years or more after withdrawing from the bank and then discontinue employment with the district, they shall forfeit their accumulated sick leave back to the sick leave bank up to the 50% payback amount specified in "Subsection a". If that 50% payback amount is not reached with all of their accumulated sick leave days, there shall be no further payback due.

Subdivision 6. Repayment in case of terminal illness. In case of terminal illness all payback provisions will be waived.

Section 3. Vacations

Subdivision 1. All employees of Grade 11 and higher shall be eligible, after one year, to receive paid vacations based on schedule E.

	Schedule E
a. 1 through 5 years	2 weeks
b. 6 through 11 years	3 weeks
c. 12 years and over	4 weeks

Subdivision 2. An employee may not carry forward more than one and one-half (1 ½) times their prior earned vacation entitlement beginning July 1, 1984. The carried forward vacation must be used to extend future vacations including using as vacation time immediately prior to retirement or termination of employment. Maximum availability for Grades 11 through 24 is 10 weeks, 6 weeks carried forward plus 4 weeks for the current year.

Under no circumstances will cash payment be made in lieu of accumulated vacation. Vacation pay shall be based on the salary of the year in which the vacation is taken.

Section 4. Ten (10) paid holidays - New Years Day, Good Friday, Memorial Day, 4th of July, Labor Day, 2 days at Thanksgiving, 2 days at Christmas and 1 floating holiday.

Section 5. Bereavement Leave – Bereavement leave will be provided upon the death of a family member. Employees who have worked at least 60 days will be paid for up to two (2) days per occurrence for time lost from work to provide for or attend funerals of immediate family members. “Immediate family” is defined as the employee’s spouse, child, parent, spouse’s parent, grandparent, grandchildren, sister, brother, or other significant relative. The two days are calendar work days. For instance, a half-time employee would get two calendar work days, not four half-days. If additional time is needed, employees may get extra days approved through the sick leave described in section one (1) of this article.

Section 6. Jury Duty: When requested, an employee may serve on jury duty. The School Board shall pay the employee full salary, provided that such employee agrees to return to the Board all wages received for serving on jury duty, except for mileage, hotel or meal reimbursements, or other expenses incurred for jury duty. Leaves according to this section shall not be deducted from the employee’s sick/personal leave or vacation totals.

Section 7. Statutory Meetings and Official Functions of Local Governmental Agencies: An employee may make application to their supervisor to be absent to attend meetings or participate in statutory functions of local governmental agencies. If the supervisor approves the request, such absences shall be charged against the employee’s vacation time.

ARTICLE X -- GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A “grievance” shall mean an allegation by an employee resulting in a dispute or disagreement interpretation of application of the terms and conditions contained in this Agreement.

Section 2. Definitions and Interpretation:

Subdivision 1. Extension: Time Limits specified in this Agreement may be extended by mutual agreement.

Subdivision 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by this Agreement.

Section 3. The grievance shall be submitted in writing to the employee’s supervisor setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance. An effort shall first be made to adjust any alleged grievance informally between the employee and his/her immediate supervisor.

Section 4. The employer and employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subdivision 1. Level I. Within five (5) days following the receipt of the written grievance, the immediate supervisor shall meet with the “aggrieved person” to resolve the grievance. If settlement is not agreed upon, the immediate supervisor shall report, in writing, disposition of the grievance to the Superintendent and the aggrieved person within five (5) days of that meeting.

Subdivision 2. Level II. Within five (5) days after receiving the written decision of the immediate supervisor, the Superintendent or his designee shall meet with the “aggrieved person” and the professional group representative. The Superintendent shall render his decision concerning the grievance in writing to the aggrieved person and the school board within ten (10) days of that meeting.

Subdivision 3. Level III. Within ten (10) days after receiving the Superintendent’s decision, the “aggrieved person” and/or professional group representative may appeal the decision in writing to the school board. The school board shall meet with the “aggrieved person” and/or the professional group representative within forty (40) days of the appeal in an attempt to resolve the grievance. The school board shall issue a written decision to the “aggrieved person” and the professional group representative within ten (10) days of that meeting.

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 board or its representative notifies the parties of its intention to review them within ten (10) days after the decision has been rendered. In the event the board reviews a grievance under this section, the board reserves the right to reverse or modify such decision. The decision of the board shall be final.

APPENDIX A Salary Schedule

2017-2018		
Grade	Probationary	Qualified
23	\$ 77,215.32	\$ 81,087.84
17	\$ 64,638.08	\$ 67,865.52
16	\$ 61,771.21	\$ 64,847.67
15	\$ 50,466.99	\$52,948.05
14	\$ 47,439.11	\$ 49,760.62
13	\$ 44,411.22	\$ 46,573.19
12	\$ 41,383.33	\$ 43,385.76
11	\$ 39,780.22	\$41,698.15

2018-2019		
Grade	Probationary	Qualified
23	\$ 79,531.78	\$ 85,520.48
17	\$ 66,577.23	\$ 69,901.48
16	\$ 63,624.35	\$ 66,793.10
15	\$ 51,981.00	\$ 54,536.49
14	\$ 48,862.28	\$ 51,253.44
13	\$ 45,743.56	\$ 47,970.39
12	\$ 42,624.83	\$ 44,687.33
11	\$ 40,973.62	\$ 42,949.09

APPROVED BY SCHOOL BOARD ON October 22, 2018.

The representatives of the parties have signed this contract, effective July 1, 2017 through June 30, 2018, this 22 day of October 2018.

Staples Motley School District No. 2170



Chairperson



Clerk

Staples Motley Schools Professional Group



Representative



Representative

