

**MASTER AGREEMENT**

**2017-2019**

**Between**

**INDEPENDENT SCHOOL DISTRICT NO. 876  
ANNANDALE, MINNESOTA**

**AND**

**ANNANDALE EDUCATION ASSOCIATION**

**Effective Dates: July 1, 2017 through June 30, 2019**

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## ARTICLE I

### PURPOSE

**Section 1. Parties:** THIS AGREEMENT is entered into between Independent School District No. 876, Annandale, Minnesota, hereinafter referred to as the School District, and the Annandale Education Association, hereinafter referred to as exclusive representative or the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the teachers during the duration of this Agreement.

## ARTICLE II

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

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

## ARTICLE III

### DEFINITIONS

**Section 1. Terms and Conditions of Employment:** 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 employer payment 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 terms and conditions of employment are subject to the provisions of P.E.L.R.A.

**Section 2. Teacher:** The exclusive representative shall represent all teachers, part-time teachers, and other employees appropriate to the unit as defined by P.E.L.R.A. 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 Board of Teaching of 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, supervisory employees and such other employees excluded by P.E.L.R.A.

**Section 3. School District:** For purpose of this Agreement, the term "School District" shall mean the School Board or its designated representative.

**Section 4. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## **ARTICLE IV SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:** The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 2. Management Responsibilities:** The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the school district within its legal limitations and with the primary obligation to provide educational opportunity for students of the School District.

**Section 3. Effect of Laws, Rules and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and teaching-related services prescribed by the School District, and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and with the laws of the State of Minnesota, federal laws, and valid rules, regulations and orders of the state and federal governmental agencies. Any provision of the Agreement found to be in violation of any such laws, rules,

regulations, directives or orders shall be null and void, and without force and effect.

**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 are reserved to the School District and its designated representative.

## **ARTICLE V TEACHER RIGHTS**

**Section 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor shall it be constructed to require any teacher to perform labor or services against their will.

**Section 2. Right to Join:** Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers of such unit with the School District.

**Section 3. Request for Dues Check Off:** The exclusive representatives shall be allowed dues check off for its members, provided that the dues check off and the procedures thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the school district will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in 18 equal installments, beginning with the first pay period in October. The district shall forward to the exclusive representative the amount of dues deducted in equal monthly installments beginning in October.

**Sections 4. Fair Share Fee:** In accordance with P.E.L.R.A., as amended, any teacher who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for

services rendered as exclusive representative. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the school district, and to each teacher to be assessed the fair share fee. A list of Association members requesting dues check off shall be provided to the Association upon request by the Association.

A challenge by a teacher or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the school district, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating the amount of the fair share fee shall be on the exclusive representative. The fair share fee shall be held in escrow by the school district pending a decision by the Director, B.M.S. or Court. Any fair share challenge shall not be subject to the grievance procedure. Any fair share challenge shall be between the exclusive representative and the teacher involved.

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

**Section 5. Personnel files:** Each teacher shall have the right to review the contents of their own personnel file, wherever generated, during the regular school business hours. The teacher shall have the rights to reproduce any of the contents of such files at the teacher's expense, and to submit for inclusion in the file written information in response to any material contained therein; provided, however, the school district may destroy such files as provided by law. Each inspection of personnel files shall be recorded on the appropriate district form, and signed by the teacher examining the file.

**Section 6. Notice of Annual Teaching Assignment:** The School District shall give written notification to each teacher in the bargaining unit of the teacher's area of licensure and salary for the forthcoming school year. Such notification will be by the form provided on Attachment G, and shall be given to the teacher on or before June 1 preceding the school year, except during a



negotiations year at which time notification shall take place within sixty (60) days of the completion of negotiations. Teachers shall not be assigned in an area for which they are not certified, except in an emergency.

**Section 7. Extra-Curricular Assignments:** Assignments in addition to the normal teaching schedule, including but not limited to, extra-curricular, co-curricular, or other extra duty assignments, shall be made by letter of assignment as provided on attachment H, and shall be subject to this Master Agreement and to established compensation for such assignment.

**Section 8. School Board Information Packet:** The district shall provide the President of the Association with the School Board information packet in a timely manner prior to each scheduled meeting.

## **ARTICLE VI BASIC SCHEDULES AND RATES OF PAY**

**Section 1. Salary Schedule:** The wages and salaries reflected in Schedule A, attached hereto, shall be a part of this Agreement for the 2017-2018 school year, and the wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the 2018-2019 school year.

**Section 2. Status of Salary Schedule:** The salary schedules referred to in Article VI, Section 1, are not to be construed as part of a teacher's continuing contract. The School District reserves the right to withhold increment advancement, lane changes, or any other salary increases for just cause. A salary increase shall not be withheld unless the teacher is given written notice of negligence with good and sufficient reason, and given reasonable opportunity to correct it. An action withholding an increment or lane change salary increase shall be subject to the grievance procedure. The School District shall give such teacher written notice and reasons for such action prior to June 1.

### **Section 3. Placement on the Salary Schedule:**

**Subd. 1. Credits:** Credits earned only at an accredited institution will be accepted.

**Subd. 2. Germane:** All credits to be considered for application on any lane of the salary schedule shall be germane to the teacher's teaching assignment as determined by the School District.

**Subd. 3. Time Limitations:** No credits shall be allowed if they are more than ten years old at the time of request for a change in lane.

**Subd. 4. Credits:** A minimum of 2/3 of credits to be considered for application on any lane of the salary schedule must be:

- 1) Graduate credits or credits for which graduate credit can be received, and
- 2) In the field of teaching.

Undergraduate credits are subject to the conditions of Subd. 1 above. Credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree. Exceptions to this section are subject to approval under Section 3, Subd. 1 of this article.

**Subd. 5. Minimum Grade:** A teacher must receive a minimum grade of 3.0 (B) in a course whose credits he/she wishes to be considered for application on any lane of the salary schedule. Credits received from a course offered only on a Pass/Fail basis are exempt from this requirement.

**Subd. 6. Advance Approval:** All credits not in a graduate program, in order to be considered for application on the salary schedule, must be approved by the superintendent or his/her designee in writing prior to the taking of the course. Such prior approval requirements shall not apply to courses necessary to achieve the minimum requirements established by the Minnesota State Department of Education as a prerequisite for the individual to possess the proper certification required to fulfill the individual's teaching assignments.

**Subd. 7. Advanced Degree Program:** A teacher shall be paid on the master's degree lane or higher degree lane only if the master's degree program is germane to the teaching assignment as approved by the School District, and the degree program is determined in writing by the superintendent in advance.

**Subd. 8.** Credits referred to in this section shall be semester hour credits. Quarter hour credits applied to this section shall be calculated as follows:  
1 semester credit = 1.5 quarter credits.

**Subd. 9. Payment of Present Salary:** The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid for the 2017-2018 school year.

**Subd. 10. Effective Date:** Individual contracts will be modified to reflect qualified lane changes two times each year. Requests for modification of contracts shall be submitted in writing to the superintendent no later than September 20 effective for the full contract year and February 1

effective for the second half of the contract year. Documentation of qualified credits must be submitted no later than September 20 and February 1.

**Subd. 11. Prior Experience:** A teacher who has had experience in other school systems may receive full credit for the first four (4) years of experience and 50% credit for each year thereafter, but in no case more than six (6) years experience credit unless by mutual agreement of the school district and teacher.

**Subd. 12. Step Advancement:** Full time teachers shall receive experience credit for each school year in which the teacher teaches a minimum of 110 days of his/her contract.

**Section 4. Payment of Salaries:** All regular contract salaries shall be paid in 24 payments. 1/24<sup>th</sup> of the contract salary on the 15th day or the last working day before the 15th day and 1/24<sup>th</sup> the last working day of the month.

**Section 5. Pay Deduction:** Whenever a pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence. Absence for less than a day shall be pro-rated. The salary reduction shall be made on the pay period immediately following the absence unless the affected teacher requests the reduction be made on the final payment of the school year.

#### **Section 6. Substitute Teachers:**

**Subd. 1.** A teacher who is employed to replace an absent teacher shall be paid a salary consistent with the Master Agreement following 10 days of uninterrupted service. Placement on the salary schedule shall not exceed six years of experience. No lane changes will be granted to substitute teachers during the period of employment as a substitute teacher.

**Subd. 2.** Substitute teachers who replace an absent teacher for less than a full school year are not eligible for employee benefits including health insurance, life insurance, dental insurance, and long term disability insurance.

**Subd. 3.** If a substitute teacher is employed in a position which is scheduled to have a duration of more than 30 days, the substitute will be paid according to the Master Agreement, beginning with the first day of employment.

**Subd. 4.** Exceptions to the payment of substitute teachers may be made with the mutual agreement of the school district and the exclusive representative.

**ARTICLE VII  
EXTRA COMPENSATION SCHEDULES**

**Section 1. Extra Curricular Schedule:** The wages and salaries reflected in Schedule C, attached hereto, shall be part of this Agreement for the 2017-2018 and 2018-2019 school years.

**Section 2. Extra Duty Schedule:** The wages and salaries in Schedule D, attached hereto, shall be part of this Agreement for the 2017-2018 and 2018-2019 school years. Teachers may choose to accumulate compensatory time to be used for paid time off in lieu of payment. Compensation time banked may carry over from one year to another. A maximum of one full day of paid absence through compensation time may be used in each year. 6 hours equals 1 day.

**Section 3. Extended Time Employment Schedule:** The wages and salaries reflected in Schedule E, attached hereto, shall be part of this Agreement for the 2017-2018 and 2018-2019 school years.

**Section 4. Status of Extra Compensation Schedules:** The salary schedules referred to in Article VII, Sections 1, 2, and 3, are not to be construed as part of the teacher's continuing contract, unless expressly provided as such in the individual contract.

**Section 5. Resource and Problem Solving Teams (RAPS).**  
The school district will annually allocate the following amounts for the RAPS positions. The teams, together with the buildings administrator, will determine how to allocate the funds in their individual buildings.

	2017-18	2018-19
AES	\$3,278	\$3,278
AMS	\$1,500	\$1,500
AHS	\$1,588	\$1,588

## **ARTICLE VIII GROUP INSURANCE**

### **Section 1. Health and Hospitalization Insurance:**

**Subd. 1.** Effective July 1, 2017, the School District shall make an annual contribution toward the cost of the premium for medical/hospitalization insurance on behalf of each teacher employed by the School District who qualifies for and is enrolled in one of the group medical/hospitalization plans offered. The amount of this contribution shall depend on the plan the teacher selects from among the group plans available through the School District. See Appendix K, page 48, for plan options and corresponding District contributions for each plan.

**Subd. 2.** In no event shall a teacher receive cash in lieu of all or any part of the insurance premium as outlined in Subd. 1.

**Subd. 3.** In no event shall the insurance premium as outlined in Subd. 1 be applied to any insurance coverage other than the school district approved health and medical policy.

**Subd. 4.** Any health insurance premium not covered by the School District's contribution will be deducted through payroll from the teacher's current salary using the Flexible Benefit Plan, unless the teacher elects not to use said plan and notifies the School District.

**Subd. 5.** Teachers employed in the School District after July 1, 2010 must join the VEBA or HSA health insurance plans until tenured in the District. Following this, they are eligible to enroll in the plan of their choice.

**Section 2. Long Term Disability Insurance:** The School District will pay in full the premium for a long-term disability insurance plan for each full time teacher employed by the school district. In no event shall a teacher receive cash or other insurance in lieu of all or part of the insurance premium as outlined in this section.

### **Section 3. Term Life:**

**Subd. 1.** The School District will pay in full the premium for a term life insurance policy in the amount of \$100,000 for each full time teacher employed by the school district who qualifies for, and is enrolled in the School District long term disability insurance program.

#### **Section 4. Dental Insurance:**

**Subd. 1.** For the 2017-2018 and 2018-2019 school years, the School District shall contribute up to the sum of \$1,120 per annum toward the cost of the premium for a dental insurance policy on behalf of each full time teacher employed by the School District who qualifies for and is enrolled in the group dental insurance plan.

**Subd 2.** The cost of the dental insurance premium in excess of the School District contribution shall be borne by the teacher and paid by payroll deduction.

**Subd. 3.** In no event shall a teacher receive cash in lieu of all or part of the insurance premium as outlined in subd. 1.

**Subd. 4.** In no event shall the insurance premium as outlined in subd. 1 be applied to any insurance coverage other than the school district approved dental insurance policy.

#### **Section 5. General Provisions:**

**Subd. 1.** Persons on recognized leave shall have the right to continue as part of the group if they are eligible, but shall during the leave pay the premium unless the leave provision provides for the School District to pay a share of the premium as provided by law.

**Subd. 2.** Notwithstanding the provision of this article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to matters concerning benefits, eligibility, termination of coverage, and other related matters.

**Subd. 3. Selection:** The selection of the insurance carrier and policy shall be made by the school district. The district or its representatives will review with the exclusive representative the bids received and the coverage provided in the successful bid.

**Subd. 4.** Married teachers who are both employed by the Annandale School District may combine their premium provisions as outlined in Article 8, Section 1, Subd.1, to participate jointly in the School District health and hospitalization and dental insurance programs.

**Section 6. 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 a result of a denial of insurance benefits by an insurance carrier.

**Section 7. Duration of Insurance Contribution:** A teacher is eligible for School District contributions as provided in this Article as long as the teacher is employed by the School District. Upon termination of employment, all District participation and District contribution shall cease, effective on the last working day unless otherwise provided for under severance pay. However, a teacher who terminates his/her employment at the end of the regular school year shall be eligible for coverage for the balance of the contract.

**Subd. 1. Retiree Participation:** A retired teacher, drawing a TRA annuity, is entitled to continue in the School District's group insurance plans until eligible for Medicare, but shall pay the entire premium for such program as he/she wishes to retain. It is the responsibility of the retired employee to make arrangements with the School District Business Office to pay the School District the monthly premiums in advance and on such date as reasonably determined by the School District. Said employee may continue to participate only in those plans which he/she carried during his/her last fiscal year of employment with the School District. Refer to Article XIV, Section 6 for retiree health insurance eligibility and amount of District contribution.

**Section 8. Eligibility:** Full benefits provided in this Article are designed for full time personnel as described in Articles X and XI hereof. Shared position personnel are eligible for partial benefits proportional to the extent of their employment. Part time employees who are employed an average of at least 15 hours per week and 150 days in the school year shall be eligible for partial benefits proportional to the extent of their employment. (This stipulation is subject to the insurance carrier's limitations).

## **ARTICLE IX LEAVES OF ABSENCE**

### **SECTION 1. Sick Leave:**

**Subd. 1.** All full time teachers shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. Part time and shared position teachers shall accumulate sick leave on a pro-rated basis.

**Subd. 2.** A teacher shall be permitted to utilize the annual sick day accrual in advance of accrual if he/she has performed his/her duties for

at least twelve (12) working days. In the event that sick days are utilized prior to accrual, such days will be deducted from future accumulations. If a teacher is deducted pay prior to performing duties, he/she will be reimbursed for those days after accumulating that number of sick days pursuant to Subd. 1 of this section. In the event that a teacher using sick leave in advance of accrual leaves employ of the district, he shall be liable to the School District for any sick leave pay advanced beyond his earned accrual.

**Subd. 3.** Unused sick leave days may accumulate to a maximum credit of 150 days of sick leave per teacher.

**Subd. 4.** Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to the teacher's illness which prevented his/her attendance at school and performances of duties on that day or days.

**Subd. 5.** In accordance with MN Statute 181.9413, a teacher may use sick leave benefits provided by the School District for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This time is limited to 160 hours in any 12-month period. This limit does not apply for care of a child under 18 years of age or under 20 who is still in a secondary school.

**Subd. 6.** Up to five days of accumulated sick leave may be used for paternity leave immediately following the birth of a child.

**Subd. 7.** The School District may require a teacher to furnish a medical certificate from a physician as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised before the teacher returns to work.

**Subd. 8.** In the event a medical certificate is required, the teacher shall have the option of visiting a physician of the School District's choosing, in which case the school district shall pay for the medical fee, or the teacher may visit, at his/her own expense, the physician of his/her choice.



**Subd. 9.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

**Subd. 10.** Sick leave pay shall be approved only upon submission of a signed request upon the authorized School District sick leave pay request form.

**Subd. 11.** Teachers who are absent more than their days of accumulated sick leave will have deductions made from their salary at the following rate: 1/184 times the annual salary for each day of absence in excess of their accumulated sick leave. Absence for less than one day shall be pro-rated on the above rate of deduction.

## **Section 2. Adoption Leave:**

**Subd. 1.** Five days of accumulated sick leave will be granted for the adoption of a child. The use of an additional five days of sick leave may be granted at the discretion of the superintendent.

**Subd.2.** Up to six weeks of accumulated sick leave may be used immediately following the adoption of a newborn baby.

## **Section 3. Child Care Leave:**

**Subd. 1.** A childcare leave shall be granted by the school district, subject to the provisions of this section, to one (1) parent of a child. This leave shall include cases of adoption and the extended illness of a child.

**Subd. 2.** A teacher making application for child care leave shall inform the superintendent in writing of intention to take the leave at least sixty (60) calendar days before commencement of the intended leave.

**Subd. 3.** If the reason for the childcare 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 her physician indicating the expected date of delivery.

**Subd. 4.** The School District and the teacher may adjust the proposed beginning and ending date of child care leave so that 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. The availability of a substitute teacher may also be considered in the duration of a childcare leave.

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

- 1) Grant any leave more than twelve (12) months in duration.
- 2) Permit the teacher to return to his or her employment prior to the date designated in the request for childcare leave unless both parties agree upon an alternate date of return.

**Subd. 6.** A teacher returning from childcare leave shall be reemployed in a position for which he or she is 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.** The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school district to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

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

**Subd. 10.** A teacher on childcare leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the childcare leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this section.

**Subd. 11.** Leave under this section shall be without pay or fringe benefits.

#### **Section 4. Sabbatical Leave:**

**Subd. 1.** The School District, upon recommendation of the superintendent of schools, may grant a sabbatical leave to teachers for the purpose of study, travel, and other educational purposes.

**Subd. 2.** All requests for sabbatical leave by teachers must be in writing and must be filed with the superintendent of schools at least ninety (90) days prior to the requested beginning date. Applicants will receive written notification on the approval or disapproval of this request at the earliest possible time.

**Subd. 3.** The teacher must have taught in the Annandale school system at least four (4) years before such leave will be granted.

**Subd. 4.** The number of teachers on leave shall not exceed two teachers at any time.

**Subd. 5.** The School District, upon recommendation of the superintendent of schools, shall determine prior to the beginning of the sabbatical whether or not there shall be allowance made for salary step increase or lane change. This determination shall be made upon the proposed program submitted by the teacher requesting the leave, and if approved, is contingent upon completion of the proposed program.

**Subd. 6.** Sabbatical leave shall be without pay or fringe benefits, except as provided in Subd. 7.

**Subd. 7.** Teachers on sabbatical leave may continue to participate in group insurance programs without loss of board contribution as provided in Article VIII, if permitted under the provisions of the insurance policy.

**Subd. 8.** Upon returning from sabbatical leave, a teacher shall be placed at the same or like position and shall be placed on a salary pursuant to Schedule A and shall maintain the same fringe benefits when the leave commenced unless otherwise determined by the School District pursuant to Subd. 5 of this section.

**Subd. 9.** The time of the sabbatical leave and the arrangements for the same shall be subject to the final approval of the School District.

**Subd. 10.** Persons on leave will notify the board of their intent to return or not return by February 1st.

**Section 5. Military Leave:** Military leave shall be granted to a teacher pursuant to Minnesota Statutes, and other applicable laws. (A year for the purpose of this section shall be the school year.)

**Section 6. Bereavement Leave:**

**Subd. 1.** Up to five days leave with full pay shall be allowed due to the death of a teacher's spouse, father, mother, child, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

**Subd. 2.** Up to three days leave with full pay shall be allowed due to the death of a teacher's brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, grandmother-in-law, and grandfather-in-law.

**Subd. 3.** Up to one day leave with full pay shall be granted to a teacher to attend the funeral of a relative other than those relatives specified in subd. 1 and 2 of this section.

**Subd. 4.** In all other cases, bereavement leave without pay may be granted at the discretion of the superintendent.

**Subd. 5.** Additional days of paid leave under this section may be granted by the superintendent, taking into consideration the relevant circumstances surrounding each death.

**Section 7. Discretionary Leave**

**Subd. 1.** At the beginning of the school year, each teacher shall be credited with two days of discretionary leave, with no payroll deduction. Additional discretionary days (up to two) shall be at full pay less the current daily rate for substitute teachers. The purpose of this leave shall be at the discretion of the teacher.

**Subd. 2.** Discretionary leave days may accumulate to four. When a teacher ends a school year with a credit of more than two days, they will automatically be reimbursed at the current daily sub rate for up to two days.

**Subd. 3.** Application for this leave must be five (5) days prior to the leave, and not more than sixty (60) days prior to the leave. (Except in cases of emergency.)

**Subd. 4.** No more than 9 teachers in the school district and a maximum of 5 in any one building shall be absent at any one time.

**Subd. 5.** Except under extraordinary circumstances, leave shall not be granted under this section for the first five student contact days and the last five student contact days of the school year.

### **Section 8. Leave Without Pay:**

**Subd. 1.** Up to five (5) days leave without pay per year may be granted by the superintendent of schools.

**Subd. 1A.** In case of emergency, additional days may be granted by the School District.

**Subd. 2.** The amount of pay deducted shall be the daily rate of pay divided by the number of contract days.

**Subd.3.**Application for this leave must be five (5) days prior to the leave, and not more than sixty (60) days prior to the leave except in an emergency.

**Subd. 4.** No more than two teachers per building shall be absent under this provision at any one time.

**Subd. 5.** Except under extraordinary circumstances, leave shall not be granted under this section for the first five days and the last five days of the school year.

**Subd. 6.** All insurances will remain in force and the Board's contribution shall continue during leaves allowed under this section.

### **Section 9. Workers Compensation:**

**Subd. 1.** Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the school district under the provisions of the Workers Compensation Act, the School District will pay the difference between the compensation received, pursuant to the Workers Compensation Act, by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

**Subd. 2.** A deduction shall be made from the employee's sick leave accrual time according to the pro-rata portions of days of sick leave which is used to supplement workers compensation.

**Subd. 3.** Such payment shall be paid by the School District to the employee only during the period of disability.

**Subd. 4.** In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in a payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

**Subd. 5.** An employee who is absent from work as a result of an injury compensable under the Workers Compensation Act who elects to receive sick leave pursuant to this policy shall display his/her Workers Compensation check to the School District prior to receiving payment from the School District for this absence.

**Section 10. Family Leave Act:** Any leaves not addressed in the above subdivisions of this section and addressed in the Federal Family and Medical Leave Act or Minnesota Statutes shall be applied pursuant to the respective provisions of the referenced laws.

**Section 11. Long Term Leave of Absence:** Minnesota law provides that the District may grant an extended leave of absence without salary or benefits to any full or part-time elementary or secondary teacher who has been employed by the district for at least five years and has at least ten years of full time teaching service in Minnesota public elementary or secondary schools. Pursuant to Minnesota Statutes, the duration of this leave shall be at least three years, but no more than five years. If the School Board denies a teacher's request, it must provide reasonable justification for the denial. The Board retains the right to grant any teacher leave of absence upon terms that are different than the terms that are discussed above.

## **ARTICLE X HOUR OF SERVICE**

**Section 1. Duty Day:** The basic duty day for teachers shall be eight hours in length, which time shall include the teaching time, preparation time, supervisory time, and a duty free lunch period. This section is subject to the provisions of Article XI, Section 2.

**Section 2. Building Hours:** The specific hours at any individual building may vary according to the needs of the educational program of the School District. The superintendent with the approval of the School District will designate the specific hours for each building.

**Section 3. Additional Activities:** In addition to the basic duty day, teachers shall participate in school activities beyond the basic duty day as is requested by the School District or its designated representative. These normal activities for teachers include after school meetings, parent-teacher conferences, in-service meetings, and a share of paid supervisory activities as determined by the administration. These assignments are subject to the provisions of Article V, Section 7, of this Agreement.

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

**Section 1. Teacher Duty Days:** Pursuant to Minn. Stat. 126.12, the School District shall, prior to April of each school year, establish the number of school days and teacher duty days for the next school year and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and pursuant to such authority has determined to conduct school. A duty day is considered a day spent in classroom instruction, teacher-parent conferences, teacher workshop, either pre-school, during the school term, or post-school, or teacher workday.

### **Section 2. Emergency Closings:**

**Subd. 1. Short Term:** In the event of a teacher duty day(s) lost due to inclement weather or other emergency of no more than five (5) continuous days in duration, the teacher shall perform duties on that day(s) or other such days in lieu thereof as the School District or its designated representative shall determine, if any. The School District shall post notice of any make-up day(s) within thirty days of any duty day(s) lost because of an emergency and make-up day(s) under this subdivision shall not be scheduled later than June 15 of the school year. Teachers shall make up the first day of school lost due to an emergency closing as a staff development day. If this is due to excessively cold weather, teachers have the option of reporting to work on that day or to make up this day at the end of the year. (Only one cold day may be made up in this fashion). All other days will be made up by students and staff at the end of the school year.

**Subd. 2. Long Term:** In the event of an emergency of more than five (5) continuous duty days in duration, such as an energy shortage, the School District reserves the right to modify the school calendar, and if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the School District or its designated representative shall determine, if any.

**Subd. 3. Hours:** In the event of an emergency more than five (5) continuous duty days in duration, such as an energy shortage, the School District further reserves the right to modify the length of the school day, as the School District shall determine, provided that the total number of hours per week shall not be increased.

**Subd. 4. Meet and Confer:** Prior to modifying the scheduled length of the school day pursuant to Subd. 3 hereof, or scheduling more than five (5) make-up days pursuant to Subd. 2 hereof, the School District shall afford to the Association the opportunity to meet and confer on such matters.

**Section 3. 2017-2018 School Year:** There shall be no more than 184 duty days in the 2017-2018 school year.

**Section 4. 2018-2019 School Year:** There shall be no more than 184 duty days in the 2018-2019 school year.

## **ARTICLE XII**

### **403b Matched Deferred Compensation**

**Section 1. Eligibility:** All teachers will be eligible for the 403b Matched Deferred Compensation based on their years of service in the District.

	2017-2018	2018-2019
1st - 3rd years of service	\$0 contribution	\$0 contribution
4 <sup>th</sup> year or Tenure - 10th years	\$810 matching	\$810 matching
11th - 20th years of service	\$1,260 matching	\$1,260 matching
21st - 30th years of service	\$2,160 matching	\$2,160 matching

All 403b matched deferred compensation cease after the school year in which the teacher reaches 27 years of contribution. These teachers are eligible to remain in the group Health and Hospitalization Insurance program as outlined in Article XIV, Section 6.



**ARTICLE XIII**  
**Post Employment Health Care Contribution**

**Section 1.** Teachers employed in the School District prior to July 1, 2012 shall be eligible to remain in the existing group health and hospitalization insurance programs following retirement. All retired teachers fifty-five (55) years of age or older who have completed 12 years of full time continuous service to the district shall be eligible for School District contribution of \$4,700 following the 2017-2018 and \$4,800 following the 2018-2019 school year to the teacher's MSRS Post-Retirement Health Care Savings Accounts. In no event shall this payment continue beyond the retired teacher's age of Medicare eligibility.

**Section 2.** All teachers who began regular employment in ISD 876 after July 1, 2012 will no longer qualify and shall not be eligible for the school district contribution toward health and hospitalization coverage after retirement from the school district. Such teachers shall only be eligible to participate in the Post-Retirement Health Care Savings Plan offered through the Minnesota State Retirement System.

It is agreed that employees falling under the PRHCSP provisions will be provided a maximum district contribution of \$34,500. At the conclusion of each school year (June) the school district contribution to the PRHCSP account in their name will be based on the following:

Years of Service in ISD 876	District Contribution into PRHCSP
Probationary or Non-tenure status	\$0
Years 2-4	\$500
Years 5-9	\$1,000
Years 10 - 23	\$2,000

The PRHCSP provision of ISD 876 is subject to the Laws of the State of Minnesota, Minnesota Statutes and the Internal Revenue Service Code.

**ARTICLE XIV  
UNREQUESTED LEAVE OF ABSENCE  
AND SENIORITY POLICY**

**Section 1. Unrequested Leave:** The parties acknowledge that they are unable to reach agreement upon an unrequested leave of absence policy, and therefore Minn. Stat. 125.12, Subd. 6b as amended is applicable.

**Section 2. Equal Seniority:** If two teachers have equal seniority, the selection of the teacher to be discontinued shall be determined by sequential criteria:

1. Full time will have seniority over part time, total amount of service in the district. Unpaid leave does not count as service.
2. The number of Schedule C positions held times the number of years of service in them
3. Most areas of licensure
4. District discretion.

**Section 3. Teachers on Special Assignment:** Seniority for Teachers on Special Assignment (TOSA) is outlined in a Memorandum of Understanding attached to this Agreement.

**Section 4. Seniority List:** The School District shall prepare a seniority list of all continuing contract teachers in the district by January 1st of each year, and make the list available in each building. A teacher who disputes his/her standing in the list prepared by the School District may process a grievance pursuant to the grievance procedure.

**ARTICLE XV  
SHARED POSITIONS**

**Section 1.** A shared position is defined as two properly licensed teachers performing duties required for one full time position. The provisions of Articles X and XI shall apply to shared position teachers.

**Section 2.** A teacher or teachers who are teaching under a continuous contract and who are teaching full time may request to be employed in a shared position. Requests for such positions shall be made in writing to the superintendent by February 1, prior to the school year the position is to be shared. Teachers with continuing contract rights employed in a shared position shall have the continuing contract in effect. Final decision on approval of the request shall be made by the School District.

**Section 3.** The sharing of a full time position shall be subject to annual review by the immediate supervisor. The supervisor will submit his/her recommendation for the continuance or discontinuance of the shared position to the superintendent. Final decision on the continuance of the shared position will be made by the School District.

**Section 4.** Tenured teachers with a prior full time contract in District 876 shall be reinstated upon an opening to their original positions or to positions of similar statute, conditions and pay by giving written notice of their intent to return to full time employment no later than February 1, prior to the school year in which they intend to return.

**Subd. 1.** Teachers with no prior full time contract with the district must make application for any full time position as a vacancy arises and be considered with all other applicants for that position.

**Section 5.** Seniority shall be accrued as defined in Article XIII.

**Section 6.** Fringe benefits are subject to the provision of Article VIII, Section 8.

**Section 7.** Shared position teachers shall advance one step on the salary schedule after working 1472 hours of service in the School District. Individual contracts will be modified to reflect qualified lane changes two times each year. Requests for modification of contracts shall be submitted in writing to the superintendent no later than September 20 effective for the full contract year and February 1 effective for the second half of the contract year. Documentation of qualified credits must be submitted no later than September 20 and February 1. All teachers hired prior to September 1, 2003 will advance one step on the salary schedule for each year of service regardless of the percentage of their contract unless they voluntarily reduce their hours of service to less than their contract hours as of September 1, 2003. Salary schedule advancement is subject to the provisions of Article VI, Section 2.

**Section 8.** Shared positions shall be eligible for paid absences as defined in Article IX on a pro-rated basis as determined by the percentage of their contract.

**Section 9.** Shared position teachers shall be eligible for leaves of absence as defined in Article IX.

**Section 10.** Notwithstanding the voluntary request or agreement of participating teachers to share a position, a shared assignment shall not be allowed if it would result in the placement of unrequested leave of a teacher who would not otherwise have been so placed.

## **ARTICLE XVI PART TIME POSITIONS**

**Section 1.** A part time teacher is defined as any properly licensed teacher performing part time duties and excluding long term substitutes.

**Section 2.** Teachers with no prior full time contract with District 876 must make application for any additional hours as they become available, and will be considered with all other applicants for those hours at a full time position as they become available.

**Subd. 1.** A teacher with a prior full time contract would be entitled to any additional hours or full time position in the District if they are licensed for them.

**Section 3.** Fringe benefits are subject to the provisions of Article VIII, Section 8.

**Section 4.** Part-time teachers shall advance one step on the salary schedule after working 1472 hours of service in the School District. Individual contracts will be modified to reflect qualified lane changes two times each year. Requests for modification of contracts shall be submitted in writing to the superintendent no later than September 20 effective for the full contract year and February 1 effective for the second half of the contract year. Documentation of qualified credits must be submitted no later than September 20 and February 1. All teachers hired prior to September 1, 2003 will advance one step on the salary schedule for each year of service regardless of the percentage of their contract unless they voluntarily reduce their hours of service to less than their contract hours as of September 1, 2003. Salary schedule advancement is subject to the provisions of Article VI, Section 2.

**Section 5.** Part time teachers shall be eligible for paid absences as defined in Article IX on a pro-rated basis as determined by the percentage of their contract.

**Section 6.** Part time teachers shall be eligible for leaves of absence as defined in Article IX.

**Section 7.** Part time teachers shall be paid according to the following payment structure.

**Subd. 1.** Determination of part time FTE. There is a need to arrive at an equitable formula for calculating the percentage of a fulltime equivalency (FTE) part time teachers are at for determining compensation and benefits. This formula should apply consistently to all teachers in the school district no matter which building(s) they are assigned to work in. The following formula will be used.

# of instructional minutes assigned to the part time teacher

# of instructional minutes assigned to full time teachers in their building

This same percentage of FTE time will be applied to the minutes of prep time and before and after school time the part time teacher will be on duty on a daily basis. Using this FTE%, the principal, with input from the teacher, will determine the daily work schedule for the part time teacher.

**Subd. 2.** In the event of a change in the daily schedule or number of class periods in a day, the parties agree to meet and establish a mutually agreeable payment structure for part time positions.

**ARTICLE XVII  
EARLY CHILDHOOD/FAMILY EDUCATION AND LEARNING READINESS  
TEACHERS**

**Section 1. Salary:** Early Childhood/Family Education (ECFE) teachers' hourly rates will be paid on the following schedule:

2017-2018					
STEP	BA	BA+10	BA+20	BA+30	MA
1	\$24.83	\$25.50	\$26.17	\$26.86	\$28.79
2	\$25.50	\$26.17	\$26.86	\$27.57	\$29.76
3	\$26.17	\$26.86	\$27.57	\$28.32	\$30.57
4	\$26.86	\$27.57	\$28.32	\$29.05	\$31.62
5	\$27.57	\$28.32	\$29.05	\$30.09	\$32.21
6	\$28.32	\$29.05	\$30.06	\$30.63	\$33.07
7	\$29.05	\$30.06	\$30.63	\$31.45	\$33.92
8	\$29.83	\$30.63	\$31.45	\$32.27	\$34.83
9	\$30.63	\$31.45	\$32.27	\$33.12	\$35.78

2018-2019

STEP	BA	BA+10	BA+20	BA+30	MA
1	\$25.38	\$26.06	\$26.75	\$27.45	\$29.42
2	\$26.06	\$26.75	\$27.45	\$28.18	\$30.41
3	\$26.75	\$27.45	\$28.18	\$28.94	\$31.24
4	\$27.45	\$28.18	\$28.94	\$29.69	\$32.32
5	\$28.18	\$28.94	\$29.69	\$30.75	\$32.92
6	\$28.94	\$29.69	\$30.75	\$31.30	\$33.80
7	\$29.69	\$30.75	\$31.30	\$32.14	\$34.67
8	\$30.75	\$31.30	\$32.14	\$32.98	\$35.60
9	\$31.30	\$32.14	\$32.98	\$33.85	\$36.57

All credits to be considered for application on any lane of the schedule above shall be germane to the teacher's teaching assignment as determined by the school district. All credits, in order to be considered for application on the schedule must also be approved by the superintendent or his designee in writing prior to the taking of the course.

**Section 2. EC Benefits:** EC teachers are eligible as outlined in the master agreement. All benefits shall be pro-rated for teachers working less than full time.

**Section 3. Duty Day:** Instructors will be allowed 30 minutes preparation time for each 60 minutes of instruction. Preparation times include set up and take down as well as all other teaching related duties. Full time teachers are allowed a 30 minute duty free lunch.

**Section 4. Leaves of Absence:**

**Subd. 1. Sick Leave:** Full time early childhood teachers qualify for sick leave under article 9 section 1 subd. 1. Part-time teachers are eligible for 1 day of sick leave for every 15 days of 8 hours full time service OR 1 day of sick leave for every 122 hours employed.

## **Section 5. Unrequested Leave and Seniority List:**

**Subd. 1.** There shall be a separate seniority list for teachers qualifying under this Article.

**Subd. 2.** No teacher qualified under this Article will be allowed to exercise seniority to replace a K-12 classroom teacher.

**Subd. 3.** No K-12 classroom teacher will be allowed to exercise seniority to replace an EC/FE teacher under this Article.

## **ARTICLE XVIII**

### **PROFESSIONAL BEHAVIOR - TEACHER DISCIPLINE**

**Section 1.** Disciplinary action shall comply with law and regulation and shall be fair, equitable and consistent.

**Section 2.** The teacher shall be entitled to have a representative of the Association present during any meeting at which he/she is being disciplined. If the teacher requests representation, no action shall be taken with respect to the matter until a representative of the Association is present, provided that the Association within forty-eight hours of the time the District shall make such representative available proposes to meet with the teacher to discuss the disciplinary action. Nothing in this section shall prevent the District from suspending a teacher with pay until the time of the disciplinary meeting.

**Section 3.** Any disciplinary action, short of suspension, including the deprivation of any professional advantage, may be submitted to binding arbitration through the grievance procedure. All information forming the basis for a disciplinary action will be made available in writing to the teacher and to the Association at the time the action is taken.

**Section 4.** A teacher may be suspended without pay only for just cause; however, whenever possible, prior to any suspension, a teacher shall first be disciplined in the following manner, consistent with the principle of progressive discipline:

1. Oral reprimand
2. Written reprimand
3. Suspension with pay

**Subd. 1.** Suspension shall take effect upon written notification from the Superintendent of Schools to the teacher stating the grounds of the suspension, together with a statement that the teacher may make a written request for a hearing before an independent arbitrator to review the suspension within five days after receipt of this notification. Within five days after receipt of this notification, the teacher may make a written request for hearing before an independent arbitrator to review the suspension. If no hearing is requested within such period, the teacher to the suspension shall deem it acquiescence.

**Subd. 2.** The suspension shall take effect upon receipt by the teacher of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice, or as otherwise decided by the Board.

**Subd. 3.** Selection of the independent arbitrator to review the suspension shall be in accordance with the grievance procedure in Attachment F of this settlement.

**Subd. 4.** All costs shall be split between the parties if an independent arbitrator is used at the hearing.

## **ARTICLE XIX MISCELLANEOUS**

**Section 1. Grievances:** The parties acknowledge that they are unable to reach agreement upon a grievance procedure, and therefore elect to adopt the grievance procedure as promulgated by the Director of the Bureau of Mediation Services, pursuant to P.E.L.R.A. Attached to this Agreement is a copy of the present Bureau of Mediation Services grievance procedure. It is understood by the parties that this procedure is attached for informational purposes only; and any change in the procedure during the term of this Agreement shall be automatically incorporated herein.

**Section 2. Mileage:** The mileage paid for using personal vehicles for school business will be the IRS rate. Mileage paid to teachers who are required to travel between buildings will be \$200 per year for those who travel between



the middle school and either the high school or elementary school or both, and \$100 per year for those who travel between the high school and elementary school.

**Section 3. Subsistence:** The School District will pay up to a maximum of \$9.00 for breakfast, \$11.50 for lunch, and \$15.00 for dinner for meals authorized, in advance for reimbursement by the administration, during the 2017-2019 school years. Paid receipts must accompany the request for payment of meal expenses incurred.

**Section 4. Use of School Facilities and Equipment:** The exclusive representative shall have the privilege of use of school equipment and space, subject to the provisions of current school district policy. The exclusive representative agrees to pay for replacement of any materials and supplies incident to its use.

### **Section 6. Voluntary Transfer**

**Subd. 1.** The School District will post notices of all vacant positions in each school building with a copy to the association. Any teacher may apply for a transfer to any vacant position for which said teacher is eligible by filing a written application for transfer with the superintendent of schools, with a copy to the appropriate building principal within ten (10) days from the date of posting. The School District shall consider all timely applications for voluntary transfer before permanently filling any vacant teaching positions.

**Subd. 2.** The School District shall make a reasonable effort to grant applications for voluntary transfer as long as such applications are consistent with the educational requirements of the District. If more than one (1) teacher has applied for a vacant position, selection shall be based on the following criteria:

- 1) Contribution the staff member could make to students in the new position according to training, experience and interest.
- 2) Qualifications of the staff member as compared to those of other candidates.
- 3) The desires of the staff member.
- 4) The recommendations of the principals, department or grade-level chairs, or team members involved in the transfer.
- 5) The opportunities for the teacher's professional growth.

The administration shall make the final decision regarding filling any vacant position. Decisions of the administration are not subject to grievance.

## **Section 7: Involuntary Transfer**

**Subd. 1.** The School District will seek qualified volunteers from among teachers in the district. If no satisfactory volunteer is found, selection shall be based on the following criteria:

- 1) Contribution the staff member could make to students in the new position according to training, experience and interest.
- 2) Qualifications of the staff member as compared to those of other candidates.
- 3) The desires of the staff member.
- 4) The recommendations of the principals, department or grade-level chairs, or team members involved in the transfer.
- 5) The opportunities for the teacher's professional growth.

**Subd. 2.** A teacher subject to the involuntary transfer shall be notified as early as possible. The administration shall make the final decision regarding filling any vacant position. Decisions of the administration are not subject to grievance.

## **ARTICLE XX DURATION**

**Section 1. Terms and Reopening Negotiations:** This Agreement shall remain in full force and effect for the period commencing July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A., except no lane change or step advancement on the salary schedules shall occur after June 30, 2019, until a new agreement is reached. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement, and attached Memorandums of Understanding, constitute the full and complete Agreement between the School District and the exclusive representative representing the teachers of the district. The provisions herein relating to terms and condition of employment supersede

any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Finality:** Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

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

**Section 5. Retroactivity:** All aspects of this Agreement, with the exception of hourly payments on Schedule D and Schedule E will be retroactive to July 1, 2017.

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

For the Annandale  
Education Association

For Independent School  
District No. 876

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chief Teacher Negotiator

\_\_\_\_\_  
Chief Board Negotiator

Dated this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

Dated this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

**Schedule A                    2017-2018 Basic Salary Schedule**

<b>STEP</b>	<b>BA</b>	<b>BA10</b>	<b>BA20</b>	<b>BA30</b>	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>
1	38395	39414	40461	41537	44844	46631	48487	50418
2	39414	40461	41537	42638	46034	47867	49777	51757
3	40461	41537	42638	43770	47257	49138	51096	53130
4	41537	42638	43770	44932	48512	50443	52453	54541
5	42638	43770	44932	46125	49799	51783	53844	55990
6	43770	44932	46125	47350	51120	53157	55274	57475
7	44932	46125	47350	48608	52477	54566	56741	59001
8	46125	47350	48608	49897	53871	56016	58248	60567
9	47350	48608	49897	51223	55301	57503	59749	62175
10	48608	49897	51223	52582	56770	59030	61382	63824
11	49897	51223	52582	53978	58276	60599	63012	65522
12	51223	52582	53978	55411	59824	62206	64687	67259
13	52582	53978	55411	56882	61413	63859	66402	69046
14	53978	55411	56882	58392	63044	65554	68166	70880
15	56148	57639	59169	60739	65576	68188	70902	73728

**Career Increments:** Full time teachers will receive a yearly career increment based on their years of experience in ISD 876 using the following schedule:

28 years +                    \$1,000

**Schedule B                    2018-2019 Basic Salary Schedule**

STEP	BA	BA10	BA20	BA30	MA	MA10	MA20	MA30
1	39239	40281	41351	42451	45831	47657	49553	51527
2	40281	41351	42451	43576	47047	48920	50872	52895
3	41351	42451	43576	44733	48297	50219	52220	54299
4	42451	43576	44733	45920	49580	51553	53607	55740
5	43576	44733	45920	47140	50895	52923	55028	57222
6	44733	45920	47140	48391	52245	54326	56490	58740
7	45920	47140	48391	49677	53632	55767	57990	60299
8	47140	48391	49677	50995	55056	57248	59529	61899
9	48391	49677	50995	52350	56518	58768	61064	63543
10	49677	50995	52350	53739	58019	60328	62732	65229
11	50995	52350	53739	55166	59558	61932	64399	66963
12	52350	53739	55166	56630	61141	63575	66110	68739
13	53739	55166	56630	58134	62764	65264	67862	70565
14	55166	56630	58134	59677	64431	66996	69665	72439
15	57384	58907	60470	62076	67019	69688	72462	75350

1 semester credit = 1.5 quarter credit

**Career Increments:** Full time teachers will receive a yearly career increment based on their years of experience in ISD 876 using the following schedule:

28 years +                    \$1,000

**Schedule C  
Extra Curricular Schedule**

		<b>2017-2018</b>	<b>2018-2019</b>
<b>Football</b>			
	<b>Head Varsity Coach</b>	4203	4296
	<b>Asst. Varsity Coach</b>	3311	3384
	<b>10<sup>th</sup> Grade Coach</b>	3155	3224
	<b>9<sup>th</sup> Grade Coach</b>	2966	3031
	<b>7<sup>th</sup> &amp; 8<sup>th</sup> Grade Coach</b>	2212	2261
<b>Volleyball</b>			
	<b>Head Varsity Coach</b>	4203	4296
	<b>Asst. Varsity Coach</b>	3311	3384
	<b>9<sup>th</sup> Grade Coach</b>	2966	3031
	<b>7<sup>th</sup> &amp; 8<sup>th</sup> Grade Coach</b>	2221	2261
<b>Cross Country</b>	<b>(Boys &amp; Girls)</b>		
	<b>Head Varsity Coach</b>	3861	3946
	<b>Asst. Varsity Coach</b>	2966	3031
	<b>7<sup>th</sup> &amp; 8<sup>th</sup> Grade Coach</b>	2212	2261
<b>Tennis</b>			
	<b>Head Varsity Coach</b>	3861	3946
	<b>Assistant Varsity Coach</b>	2966	3031
	<b>7<sup>th</sup> &amp; 8<sup>th</sup> Grade Coach</b>	2212	2261

<b>Alpine Ski</b>	<b>Ski Coach</b>	3976	4064
<b>Basketball</b>	<b>(Boys &amp; Girls)</b>		
<b>Basketball</b>	<b>Head Varsity Coach</b>	4318	4413
	<b>Asst. Varsity Coach</b>	3424	3500
	<b>9th Grade Coach</b>	3081	3149
	<b>7th &amp; 8th Grade Coach</b>	2495	2550
<b>Gymnastics</b>			
	<b>Head Varsity Coach</b>	4318	4413
	<b>1st Asst. Coach</b>	3424	3500
	<b>2nd Asst. Coach</b>	3081	3149
	<b>7<sup>th</sup> &amp; 8<sup>th</sup> Grade Coach</b>	2495	2550
<b>Wrestling</b>			
	<b>Head Varsity Coach</b>	4318	4413
	<b>1st Asst. Coach</b>	3424	3500
	<b>2nd Asst. Coach</b>	3081	3149
	<b>7th &amp; 8th Grade Coach</b>	2495	2550
<b>Hockey</b>	<b>Head Varsity Coach</b>	4318	4413
	<b>Asst. Varsity Coach</b>	3424	3500
<b>Track</b>	<b>(Boys &amp; Girls)</b>		
	<b>Head Varsity Coach</b>	3861	3946
	<b>Asst. Varsity Coach</b>	2966	3031
	<b>7th, 8th, &amp; 9th Coach</b>	2212	2261



**Baseball / Softball**

<b>Head Varsity Coach</b>	3861	3946
<b>Asst. Varsity Coach</b>	2966	3031
<b>9th Grade Coach</b>	2430	2484
<b>7th &amp; 8th Grade Coach</b>	2212	2261

**Golf****(Boys & Girls)**

<b>Head Varsity Coach</b>	3861	3946
<b>Asst. Varsity Coach</b>	2966	3031
<b>7th, 8th, &amp; 9th Coach</b>	2212	2261

**Danceline**

	3868	3953
--	------	------

**Cheerleader Advisor**

	2818	2880
--	------	------

**Strength and  
Conditioning (Each  
season)**

	1545	1579
--	------	------

**Marching Band  
(Summer)**

<b>Director</b>	2863	2926
<b>Percussion</b>	2202	2250
<b>Color Guard (single) or split</b>	2202	2250
<b>Rifles and Honor Guard</b>	1241	1268
<b>Silks</b>	1206	1232

**Middle School**

<b>Marching Band</b>	1250	1278
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**Drum Line**

	2157	2204
--	------	------

**Jazz Band Dir. (Mid.  
& Sr. High)**

	1415	1446
--	------	------

**Chamber Choir  
Director**

	1415	1446
--	------	------

**Musical Director**

<b>Head</b>	3074	3141
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<b>Musical Director Assistant</b>	2049	2094
<b>Musical Pit Orchestra Director</b>	1590	1625
<b>Speech</b>		
<b>Head Varsity Coach</b>	3374	3448
<b>Asst. Varsity Coach</b>	2497	2552
<b>Three Act Play</b>	3374	3448
<b>One Act Play</b>	2497	2552
<b>Middle School Play</b>	2182	2230
<b>Annalite Advisor</b>	2558	2614
<b>Middle School Yearbook</b>	686	701
<b>Cardinal Advisor</b>	2041	2085
<b>Business Professionals of America Advisor</b>	1868	1909
<b>Secondary Student Council Advisor</b>	1750	1789
<b>Middle School Stepping Up Advisor</b>	1227	1254
<b>Elementary Student Council Advisor</b>	326	333
<b>Honor Society Advisor</b>	1244	1271
<b>Knowledge Bowl High School</b>	1716	1753
<b>Knowledge Bowl Middle School</b>	1082	1106
<b>Robotics</b>	3417	3492
<b>Mock Trial</b>	1316	1345
<b>Geography Bee</b>	133	136
<b>Spelling Bee</b>	186	190

**Experience Factor** – The maximum experience allowed shall be twelve (12) years for the 2017-2019 school year. The experience factor shall be 5% of the extra curricular base for each year. Full experience shall include the total number of years, which the teacher has coached in that activity, in any position, in District #876. Teachers may be allowed prior activity or coaching experience outside the district of five (5) years at the district to a maximum of five (5) years at the discretion of the school board.

The school district and the association realize that new positions or paired positions may need to be created in Schedules C and D. If the need arises, the school district and the association agree to meet and negotiate on these positions.

Upon resignation, if a suitable replacement is not found the District may request a maximum of 1 year to continue assignment. The school district will seek replacement in a timely manner.

**Schedule D  
Extra Duty Schedule**

	<b>2017-2018</b>	<b>2018-2019</b>
<b>10th - 12th Grade Advisors Co-Heads</b>	\$589	\$602
<b>9th Grade Advisor</b>	\$284	\$290
<b>Wellness Coordinator</b>	\$1,645	\$1,681
<b>Behind the wheel instructors (per hour)</b>	\$26.21	\$26.79
	\$511	\$522

**Department Head/Team  
Leaders**

A department chair shall be named for each department with one or more full-time persons.

**Teachers performing the following services shall be compensated at the following rates per hour.**

<b>LEVEL 1 - \$16.31-16.67</b>	<b>LEVEL 2 - \$19.25-19.68</b>	<b>LEVEL 3 - \$20.32-20.77</b>
<b>Ticket Takers</b>	<b>Time Keepers</b>	<b>Game Officials</b>
<b>Ticket Sellers</b>	<b>Scorekeepers</b>	
<b>Chaperones</b>	<b>Announcers</b>	

**Level 1:** In the event the time involved is less than two hours, a minimum of \$24.12/\$24.65 shall be paid for the 2017-18/2018-19 school years.

**Level 2:** In the event the time involved is less than two hours, a minimum of \$26.57/\$27.16 shall be paid for the 2017-18/2018-19 school years.

**Level 3:** In the event the time involved is less than two hours, a minimum of \$28.31/\$28.93 shall be paid for the 2017-18/2018-19 school years.

K-12 classroom teachers shall be paid at the rate of \$26.39/\$26.97 per 60-minute period for the 2017/18-2018/19 school years when substituting for another teacher during their preparation periods, and not less than \$14.54/\$14.86 in the event they substitute for less than 25 minutes. Teachers must decide at the time of subbing whether to be paid or to accumulate compensation time to be used for paid time off in lieu of payment. In such case, 6 hours of compensation time may be used in each year. Compensation time can be banked and carried over from one year to the next. A maximum of one full day of paid absence through compensation time may be used in each year.

A rate of \$21.69/\$22.17 per teacher shall be paid for homebound instruction plus mileage where appropriate.

A rate of \$69.80/\$71.34 per contest lasting less than four hours and a rate of \$82.40/\$84.22 per contest lasting four or more hours, per teacher shall be paid for judging a speech contest. Time shall include traveling time.

## Schedule E

### Extended Time Schedule

<b>Step</b>	<b>2017-2018</b>	<b>2018-2019</b>
<b>1</b>	\$21.40	\$21.87
<b>2</b>	\$21.87	\$22.35
<b>3</b>	\$22.35	\$22.84
<b>4</b>	\$22.81	\$23.31
<b>5</b>	\$23.38	\$23.89
<b>6</b>	\$23.84	\$24.36
<b>7</b>	\$24.28	\$24.82
<b>8</b>	\$24.77	\$25.32
<b>9</b>	\$25.25	\$25.80
<b>10</b>	\$25.76	\$26.33
<b>11</b>	\$26.22	\$26.80

**ATTACHMENT F**

**EXTENDED TIME ASSIGNMENT**

**INDEPENDENT SCHOOL DISTRICT NO. 876**

This agreement is entered into between Independent School District No. 876 and \_\_\_\_\_ to perform the following additional duties for the school year \_\_\_\_-\_\_\_\_ as listed below:

ACTIVITY	HOURS REQUESTED
_____	_____

This assignment is subject to the provisions of the Master Agreement between Independent School District No. 876 and the exclusive bargaining representative. Pay for the above activity shall be made at the conclusion of the activity on the next payday.

\_\_\_\_\_  
Date

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Building Principal

**ATTACHMENT G**

\_\_\_\_\_  
Employee's Name

NOTICE OF ASSIGNMENT AND SALARY

INDEPENDENT SCHOOL DISTRICT NO. 876

This is notice to you of the areas of licensure which, according to the records in the district office, appear on your license.

Our records also indicate that for \_\_\_\_\_ - \_\_\_\_\_ school year, your gross salary for your teaching duties will be \$\_\_\_\_\_. This is based on the following information:

\_\_\_\_\_ Step

\_\_\_\_\_ Lane

\_\_\_\_\_  
Date

\_\_\_\_\_  
School District Official

**ATTACHMENT H**

**EXTRA DUTY ASSIGNMENT**

Independent School District No. 876

This agreement is entered into between Independent School District No. 876 and \_\_\_\_\_ to perform the following additional duties for the school year \_\_\_\_ - \_\_\_\_ as listed below:

ACTIVITY	SALARY
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Step on extra curricular schedule \_\_\_\_\_

This assignment is subject to the provisions of the Master Agreement between Independent School District No. 876 and the exclusive bargaining representative. Pay for the above activity shall be made at the conclusion of the activity.

\_\_\_\_\_  
Date

\_\_\_\_\_  
School District Official



**ATTACHMENT I**  
**BMS GRIEVANCE PROCEDURE**

**APPLICATION**

This grievance procedure shall be applied whenever a public employer and the exclusive representative of the public employees cannot reach agreement on a grievance procedure as required by Minnesota Statutes 179.70, Subd. 1.

**DEFINITIONS**

**GRIEVANCE.** "Grievance" means a dispute or disagreement as to the interpretation of application of any term or terms of any contract required under Minnesota Statutes 179.70, Subd. 1.

**DAYS.** "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes.

**SERVICE.** "Service" means personal service or by certified mail.

**REDUCED TO WRITING.** "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

**SMALL GROUP OF EMPLOYEES.** "Small group of employees" means a group of employees consisting of five (5) or less.

**ANSWER.** "Answer" means a concise response outlining the employer's position on the grievance.

**STEP 1.**

Whenever an employee or a small group of employees have a grievance, he or they shall meet on an informal basis with the employee's or employees' immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the exclusive representative may reduce the grievance to writing and served upon by the public employer's designate (See Step II). Service must be made within fifteen (15) days of the last informal meeting. The employer shall, within five (5) days of receipt of the written grievance, serve his answer upon the exclusive representative. In the event the exclusive representative refuses to process the grievance, the employee(s) may proceed with the grievance and if he chooses, may select a designee to represent him.

If the grievance involves and effects more than five (5) employees, the grievance may be reduced to writing by the exclusive representative (or the employees or their designated representative in the event the exclusive representative has declined to proceed with the grievance) and must be served upon the employer within twenty (20) days after the grievance occurred or twenty (20) days after the grievance, through the use of reasonable diligence, should have had the knowledge of the occurrence that gave rise to the grievance. The employer shall within five (5) days serve his answer upon the exclusive representative (or in the appropriate case, employee(s) or their designee).

**STEP II**

The employer's representative shall meet with the exclusive representative (or in the appropriate case, employee(s) or their designee) within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance.

If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative (or in the appropriate case, employee(s) or their designee), if he elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

#### STEP III

The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative, (or in the appropriate case, employee(s) or their designee) within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the civil service's or other such body's procedure, and in no event may a grievor avail himself of both procedures.

#### STEP IV

The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. 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. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The arbitrator shall issue the decision to the parties, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or

b. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

#### ELECTION OF REMEDIES AND WAIVER.

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

**ATTACHMENT J**  
**MILEAGE REIMBURSEMENT FOR**  
**TEACHERS ASSIGNED TO TWO OR MORE BUILDINGS**

Independent School District No. 876

The mileage paid for using personal vehicles for school business will be the IRS rate as of July 1 for each given school year.

Mileage paid to teachers who are required to travel between buildings will be \$200.00 per year for those who travel between the middle school and either the high school or elementary school or both, and \$100.00 per year for those who travel between the high school and elementary school.

\_\_\_\_\_

Date

\_\_\_\_\_

Teacher

\_\_\_\_\_

Date

\_\_\_\_\_

Principal

## APPENDIX K Health Insurance Options

### BLUE CROSS/BLUE SHIELD

Rates as of October 1 2017. **Monthly**

The Maximum District Contribution for Family health insurance is\*\$14,554 or \$1,212.84 per month.

The Maximum District Contribution for Single health insurance is \* \$8,180 or \$681.67 per month.

The Maximum District Contribution for Duals (2 eligible) health insurance is \*\$23,796 or \$1,983.00 per month.

<b>10275248 &amp; 249 VEBA 1300/2600</b>		<b>\$1300/Individual, \$2600/Family</b>		<b>High Deductible with VEBA</b>	
<b>VEBA 874</b>					
Total Cost \$1300/\$2600 \$0.00 after Deductible. Preventative Care 100%					
No fourth quarter carryover and GEN RX drug list					
	Rate	VEBA	District Cont.	Employee Cost	- Per Check VEBA Account
Single -	\$612.50	\$108.34	\$681.67	\$39.17 \$19.59	<b>\$1300.00 / yr.</b>
Family -	\$1,646.00	\$216.67	\$1,212.84	\$649.83 \$324.92	<b>\$2600.00 / yr.</b>
Dual	\$1,646.00	\$216.67	\$1,862.67	\$0.00 \$0.00	<b>\$2600.00 / yr.</b>

<b>10275254 &amp; 255 HSA 3250/6500</b>		<b>\$3250/Individual, \$6500/Family</b>		<b>High Deductible with HSA</b>	
<b>HSA 858</b>					
No fourth quarter carryover and GEN RX drug list. Preventative covered 100%					
	Rate	District Cont.	Your Cost	- Per Check	H SA Savings Acct Monthly
Single -	\$517.00.	\$ 681.67	\$0.00		\$164.67
Family -	\$1,374.50	\$ 1,212.84	\$ 161.66	\$80.83	\$0.00
Dual -	\$1,374.50	\$1,983.00	\$0.00		\$562.50

**10275256 & 258 HSA ACCORD PLAN Deductible \$1,500 Single \$3,000 Family in network. Calendar Year Out of Pocket Maximum \$5000 Single, \$10,000 family. Coinsurance 80% / 20%.** Preventative Care and Cancer Screening 100%. Drugs subject to deductible then coinsurance 80/20. (Patient will pay difference if brand name is selected when a generic is available. No coverage for prescriptions not listed in the formulary). Mayo Clinics and Hazelden Clinic are out of network.

**Your HSA**

	Rate	District Contribution	Your Cost	- Per Check	Savings Acct.
Single	\$533.00	\$ 681.67	\$0.00		\$148.67
Family	\$1,420.50	\$ 1,212.84	\$207.66	\$103.83	\$0.00
Dual	\$1,420.50	\$ 1,983.00	\$0.00		\$562.50

**10275261 & 262 HSA LEAN ACCORD PLAN - Deductible \$1,500 Single \$3,000 Family in network. Calendar Year Out of Pocket Maximum \$5000 Single, \$10,000 family. Coinsurance 80% / 20%,** Preventative Care and Cancer Screening 100%, Drugs subject to deductible then coinsurance 80/20. (Patient will pay difference if brand name is selected when a generic is available. No coverage for prescriptions not listed in the formulary, No Bariatric or Infertility Services. Mayo Clinics and Hazelden Clinic are out of network.

**Your HSA**

	Rate	District Contribution	Your Cost	- Per Check	Savings Acct.
Single	\$508.50	\$ 681.67	\$0.00		\$173.17
Family	\$1,351.00	\$ 1,212.84	\$138.16	\$69.08	\$0.00
Dual	\$1,351.00	\$ 1,983.00	\$0.00		\$562.50

**MVP HSA Deductible \$6,350.00 per person, \$12,700 Family Maximum includes drugs.**

Aware Network, No Bariatric or Infertility Services

**HSA**

	Rate	District Contribution	Your Cost	- Per Check	Savings Acct.
Single	\$428.50	\$ 681.67	\$0.00		\$253.17
Family	\$1125.50	\$ 1,212.84	\$0.00		\$87.34
Dual	\$1125.50	\$1,983.00	\$0.00		\$562.50

<b>DENTAL MetLife</b>		<b>KM 05945375-G</b>		<b>LIFE - Reliance Standard 11858</b>	
	Cost	District Contribution	Your Cost	Term Life	Benefit for full time employees
Single	\$44.88	\$44.88	\$0.00	Certified Staff	\$100,000
Emp + Spouse	\$90.62	\$90.62	\$0.00	Classified Staff	\$50,000
Emp + Children	\$94.37	\$93.34	\$1.03	Life Insurance District Contribution 100%	
Family	\$140.12	\$93.34	\$46.78	At time of hire -	
Teachers Dental	\$1,120.00			Additional Life is available see Bonnie for details	
District Contribution	or \$93.34/mo.				

**Long Term Disability - Madison Nat'l Life 9481 @.00328 District Contribution 100%**

District contribution to insurance premium is pro-rated for part time teachers.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ISD #876 AND THE ANNANDALE EDUCATION ASSOCIATION**

This letter is to confirm an agreement between the School District and the Association regarding the scheduling of staff development days in the school calendar for 2017-2018 and 2018-2019 school years.

Independent School District No. 876 will schedule two staff development days into the school calendar for the 2017-2018 and 2018-2019 school years. The total number of days in the Master Agreement will remain at 184 days. The total number of instructional days in the 2017-2018 and 2018-2019 school calendars will be 173 days. The staff development days (2 days) will be exclusive of the current pre-school workshop (2 days), fall parent teacher conferences (2 days), spring parent teacher conferences (1 day), end of the quarter work days (3 days) and end of the year work day (1 day).

Committees from each building will determine staff development needs, use of staff development days, and expenditure of staff development moneys.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ISD #876 AND THE ANNANDALE EDUCATION ASSOCIATION**

Whereas, the exclusive representative and the school district acknowledge that the positions of Activities Director, Elementary Literacy Coordinator, Gifted Education Coordinator, Dean of Students/Testing Coordinator, and Curriculum, Instruction and MN Graduation Standards Coordinator are currently in the bargaining unit, and are held by unit employees and

Whereas, the exclusive representative and the school district acknowledge that the district is best served by keeping the current employees in their current positions and

Whereas, the exclusive representative and the school district acknowledge that the students of the district are best served with the current staff filling these positions

Be it resolved that individuals holding the positions of Activities Director, Elementary Literacy Coordinator, Gifted Education Coordinator, AMS Dean of Students, AHS Dean of Students/Testing Coordinator and Curriculum, Instruction and MN Graduation Standards Coordinator are to remain on the salary schedule and the seniority list and shall move forward on these as if they were in the classroom. They shall retain all rights and benefits offered to them through the contract and the Union. They shall retain the right to remain members of the Annandale Education Association. In addition, they retain the right to move into a regular classroom position only if a vacancy occurs and only if they were previously tenured as a teacher in Minnesota. TOSA employees may be placed on unrequested leave if a more senior teacher with the same licensure and qualifications for the TOSA position is proposed for reduction. The job descriptions/qualifications are on file in the Human Resource office. TOSA employees may not be involuntarily realigned (stranded) out of their positions. If a vacancy occurs in one of these positions, the parties agree that in addition to the license required by the position description, the district shall fill the position with an individual who meets the requirements of the position description.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ISD #876 AND THE ANNANDALE EDUCATION ASSOCIATION**

The Annandale Education Association and Independent School District 876 agree that the following vendors will be eligible to receive contributions from employees and the employer for the 403(b) Deferred Compensation plan referenced in Article XII of the Master Agreement:

1. *Dougherty & Associates Financial Advisors Inc.*
2. *Cambridge Investment Research Inc.*

(These vendors will be incorporated into the 403(b) plan document required by the IRS.)

This Memorandum shall be effective throughout the 2017-2018 and 2018-2019 Master Agreement. After such time, the parties may renew or change this Memorandum.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN ISD #876 AND THE ANNANDALE EDUCATION ASSOCIATION**

**Dropping of License:** A teacher who voluntarily does not renew the license in the area(s) in which they currently hold a position(s) shall not have any rights to positions within the other areas for which they hold a license if that results in the displacement of another teacher. Such teacher will be placed on unrequested leave of absence from the area in which they chose not to renew their license.

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN ISD #876 AND THE ANNANDALE EDUCATION ASSOCIATION**

This letter is to confirm an agreement between the School District and the Association regarding the Flexible Days added for the 2017-2018 and 2018-2019 school years.

Teachers will have up to two Flexible Days (Flex Days) per year that may be taken out of their bank of Sick Days. Discretionary leave must be used before the Flex Days are available. Flex Days need approval from building administration. The only exception for using a Flex Day before a discretionary leave day would be for coaches and advisors. They can use a Flex Day to attend a clinic or state tournament in the sport where they are identified as a coach or advisor within the district. Unused Flex Days cannot be carried over to the following year as Flex Days. They will carry over as unused Sick Days.

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN ISD #876 AND THE ANNANDALE EDUCATION ASSOCIATION**

This letter is to confirm an agreement between the School District and the Association regarding the e-Learning Days added to the 2017-2019 Master Contract, effective in the 2018-2019 school year.

This MOU is in regards to Section 2. Emergency Closing, Subdivision 1. Short Term. Let it be stated that the negotiations team agreed there will be no changes to the Section and Subsection mentioned above for the 2017-2018 school year. However, for the 2018-2019 school year, staff will work with each school's administrator to develop an appropriate plan to implement e-learning days that best addresses the practices of each school. The plan should also include how best to communicate the implementation of e-Learning days to students and families. Pending an agreed upon plan, e-Learning days will be added to replace subdivision 1 of Section 2.