

DISTRICT 742 COMMUNITY SCHOOLS

GUIDELINES FOR EMPLOYEE BENEFITS OF TEACHER-LICENSED SUPERVISORS

Implementation Date:

July 1, 2007 – June 30, 2009

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GUIDELINES FOR EMPLOYEE BENEFITS OF DISTRICT 742
TEACHER-LICENSED SUPERVISORS

ARTICLE I
PURPOSE

These guidelines provide the terms and conditions of employment of teacher-licensed supervisors in District 742 Community Schools to the extent these guidelines reference provisions of the SCEA Master Agreement, any changes or modifications in the SCEA Master agreement will be incorporated by reference into these guidelines.

ARTICLE II
DEFINITIONS

Section 2.1 Terms and Conditions of Employment : Will mean the hours of employment and the compensation therefore, including fringe benefits, except retirement contributions or benefits.

Section 2.2 Teacher-Licensed Supervisor : Shall mean a person who has the authority to undertake, or to effectively recommend, a majority of the following supervisory functions for licensed staff in the interest of the District: hiring, transfer, suspension, promotion, discharge, assignment, reward or discipline, direction of the work of other employees, or adjustment of other employees grievances on behalf of the District. In District 742, the position requires a supervisor/administrative license issued by the Minnesota Department of Education, but shall not include the superintendent, assistant superintendent(s), or administrators employed by the District.

Section 2.3 Full-Time Teacher-Licensed Supervisor : Will mean any teacher-licensed supervisor employed by the District for at least the equivalent of a full-time individual teacher-licensed position or a full-time equivalent combination of individual teacher-licensed positions.

Section 2.4 Part-Time Teacher-Licensed Supervisor : Any person meeting the criteria of Section 2.2, but not Section 2.3.

Section 2.5 District : The term "District" will mean the School Board or its designated representative.

Section 2.6 Superintendent : The term "Superintendent" will mean the superintendent of schools or a designated representative.

Section 2.7 SCEA Master Agreement : Shall mean the negotiated Master Agreement Between ISD 742 Community Schools and the St. Cloud Education Association.

ARTICLE III
THE SCHOOL YEAR

Section 3.1 Hours of Service: The scheduled beginning and ending hours of work shall be established by the employee's immediate supervisor.

Section 3.2 Duty Days : The District will determine the number of school days of each school year on or before April 1, of the calendar year in which such school year commences.

Section 3.3 Normal Work Year : The normal work year for teacher-licensed supervisors will consist of 181 duty days and seven (7) paid holidays. The holidays for teacher-licensed supervisors scheduled for the regular school year are: Labor Day, Thanksgiving and the day following, President's Day, spring break two (2) days, and Memorial Day. In order to receive pay for the holidays, a teacher-licensed supervisor must be on payroll status the last scheduled day preceding and the first scheduled day succeeding the holiday.

Section 3.4 Extended Contract Days: Teacher –licensed supervisors will work an extended contract based on the number of days determined by the program administrator for each supervisor position. Teacher-licensed supervisors will be paid additional salary for extended days based on the formula used to determine daily rate of pay.

ARTICLE IV
BASIC SCHEDULES AND RATES OF PAY

Section 4.1 Base Rate of Pay : The base rate of pay for teacher-licensed supervisors will be based upon each persons placement on the regular teacher salary schedules included in the negotiated Master Agreement Between ISD 742 and the St. Cloud Education Association, hereinafter referred to as the SCEA Master Agreement (Exhibit A 2007-2008 and Exhibit B 2008-2009). This placement would reflect their previously accrued step/lane credit and include career increments. If the teacher salary schedules are adjusted, then the teacher-licensed supervisors salary schedules would also be adjusted with the same effective date.

Section 4.2 Responsibility Factor : A responsibility factor will be added to the base rate of pay for each supervisory position equal to the number of years of experience in the extra pay category appropriate to that position of the extracurricular schedule included in the SCEA Master Agreement (Exhibit C and D). If the teacher extracurricular schedules are adjusted, then the teacher-licensed supervisor's extracurricular schedules would also be adjusted with the same effective date. Licensed Supervisors will remain in their current extra pay rate category, on step in accordance with the number of years holding their supervisory position.

Section 4.3 Daily Rate : The daily rate of pay for teacher-licensed supervisors will be derived by dividing the annual scheduled salary plus responsibility pay from section 4.2, by one hundred eighty eight (188). Salary deductions and additional salary for extra contractual days of employment are calculated by multiplying the number of days times the teacher-licensed supervisor's daily rate of pay. Additional accumulated leave will be credited to a teacher-licensed supervisor who works extra days of employment. No additional fringe benefits or seniority will be earned for such extended employment.

Section 4.4 Part-Time Teacher-Licensed Supervisors : Teacher-licensed supervisors whose combination of licensed positions are less than full-time will be compensated for the performance of basic duties according to the basic salary schedule, pro-rated on the basis of the amount of their employment. Salary will be determined by multiplying the teacher-licensed supervisor's part-time employment status by the proper step placement, with the addition of the responsibility factor.

Section 4.5 Status of Salary Schedules :

Subdivision 4.5.1 Salary Schedule Increments : Increments will be earned in the following manner:

- a. Teacher-licensed supervisors, who are actively employed 60% or more of a full-time teacher-licensed supervisor position, or supervisors who have a combination of licensed positions equal to or greater than 60%, will earn one (1) increment, including career increments, on the salary schedule for each school year.

A part-time teacher-licensed supervisor who works less than 60% of a full-time teacher-licensed supervisor's position, or supervisors who have a combination of licensed positions equal to or less than 60%, shall earn credit towards an increment in an amount equal to the percentage worked of a full-time teacher-licensed position. Such part-time teacher-licensed supervisors will be paid an increment at the start of the next school year, after the total accumulated experience credits equals .5, 1.5, 2.5, etc.

- b. The District may offer a full-time position to a teacher-licensed supervisor who has been previously actively employed on a part-time basis.
- c. A salary schedule increment will be earned by a teacher-licensed supervisor who is on a sabbatical leave or who is actively teaching while on an approved professional leave granted for this purpose.

Subdivision 4.5.2 Earned Doctorate Compensation : Teacher-licensed supervisors who have earned a Doctorate in the area of their regular contract assignment shall be entitled to a one time payment equal to 1/24 of their current salary. Payment shall be issued as soon as the following information has been submitted to the Human Resources Office:

- a. An official transcript of credits from an accredited college/university.
- b. Written evidence of proper administrative approval of the program.
- c. Written application for payment.

Section 4.6 Professional Advancement Guide :

GENERAL PROVISIONS

- A. Seminars, workshops, college courses, and in-service institutes must be taken at a time that does not interfere with the teacher-licensed supervisor's regularly scheduled school day.
- B. No undergraduate, graduate, seminar, workshops or in-service institute credits earned, prior to a degree, may be used for credits beyond the degree.
- C. In-service credits are not retained between any lane change.
- D. Credit for college courses, or in-service work will not be granted for lane improvement on the District salary schedule if any portion of the participant's salary or expenses is paid by District 742, except those credits earned while on sabbatical leave or industrial leave.
- E. In-service work performed while in the employ of another school district may not be used for salary lane placement in this district.
- F. Twelve (12) accumulative classroom clock hours of approved workshops, seminars, or in-service institutes will be considered equivalent to one (1) quarter hour of credit. No more than three (3) quarter hours of inservice credit may be used for each lane advancement.
- G. A teacher-licensed supervisor's salary schedule placement will be modified to reflect a salary lane advancement, any time during the fiscal year, provided that the teacher-licensed supervisor submits the following to the Human Resources Office:
 - 1. An official transcript of credits or a letter from the appropriate college/university official; and
 - 2. written evidence of prior administrative approval of courses or experiences; and
 - 3. written application for lane advancement.

The District will begin salary payments based on the new salary lane placement only after it has received all of the requirements listed above. The new salary lane placement will be effective on the first work day following the teacher-licensed supervisor's successful completion of the course work needed for the lane advancement and retroactive pay, if any, will be given to the teacher-licensed supervisor provided all requirements are received by the Human Resources Office within sixty (60) days of said successful completion. If not received within the sixty (60) day period, lane advancement will be effective on the date all requirements are received.

If a teacher-licensed supervisor meets all the requirements for a lane change after a contract year is completed, but prior to the end of a fiscal year, salary lane placement will be effective as of that date. However, salary improvement, as a result of the lane change, will begin with the first payment under the new annual contract.

- H. To qualify for a multiple lane change a teacher-licensed supervisor must:
- * Submit the District's multiple lane change notification of intent form to the Human Resources Office prior to March 1st for the following school year.
 - * Indicate the number of lane changes being requested on that form.
 - * Failure to notify the District by March 1 will result in the teacher-licensed supervisor being limited to one lane change for the next school year.
 - * Teacher-licensed supervisors hired after March 1 will have 30 days after returning their signed contract to submit a multiple lane change intent form.

Teacher-licensed supervisors who are returning from sabbatical will have their salary lane placement determined by the total number of earned, approved credits for college courses, workshops, seminar, in-service and work experience, as appropriate.

Subdivision 4.6.1 Approval of Course Work: To qualify for lane advancement, credits will be earned and approved as follows:

1. Related to professional assignment: Course work and programs in the area of regular teaching assignment must be approved by the appropriate unit administrator prior to enrollment.

Teacher-licensed supervisors will be given approval for special education courses which are germane to their assignment.

2. Professional reassignment: Course work or programs outside a teacher-licensed supervisor's current work assignment may be approved by the Superintendent for salary lane advancement provided that:
 - a. Such course work or programs are approved in advance of enrollment;
 - b. The course work or programs are germane to the new assignment or position;
 - c. The superintendent certifies that the teacher-licensed supervisor is acceptable for any such position open in the District. Approval does not guarantee or give preference to said teacher-licensed supervisor for any position which may become available in the new area.
 - d. Any teacher-licensed supervisor who receives a salary lane advancement(s) in accordance with above provision of these guidelines and who refuses to accept an equivalent contract offer for an assignment into an area for which he/she has been given such course work or program approval, will have his/her salary lane placement adjusted to exclude those credits which were germane only to the new contract assignment. This salary adjustment will occur at the beginning of the next school year, immediately after the offer for employment in the new teaching assignment.
3. District required - New areas of Licensure: If the District requests that a teacher-licensed supervisor take additional course work in order to obtain a new area of licensure, the teacher-licensed supervisor will have the option of receiving future salary lane advancement or receiving reimbursement from the District for the actual cost of tuition and fees related to such course work.

Subdivision 4.6.2 Salary Lane Requirements :

1. The following salary lanes are recognized: B.A., B.A. + 15, B.A. + 30, B.A. + 45, B.A. + 60 or M.A., M.A. + 15, M.A. + 30, M.A. + 45, M.A. + 60 or Specialist or Ph.D.
2. B.A. Lane, M.A. Lane, Specialist/Ph.D. Lane: a recognized degree from an accredited college or university and a valid Minnesota teaching license.
3. B.A. + 15 Lane, B.A. + 30 Lane, B.A. + 45 Lane, M.A. + 15 Lane, M.A. + 30 Lane, M.A. + 45 Lane, M.A. + 60 Lane: A recognized degree and license as in paragraph 2 above with added stipulations that a grade of "C" or better, or an "S" when satisfactory/unsatisfactory method is used, is received in approved graduate and undergraduate courses and that an overall grade point average of at least "B", excluding S/U grades, is maintained plus the specified number of approved credits including a minimum of 2/3 graduate credits, a maximum of 1/3 undergraduate credits, and a maximum of 1/5 in-service credits.
4. Salary schedule advancement is based on completion of quarter hour credits. One semester credit equals 1.5 quarter hour credits.

Subdivision 4.6.3 Previous Teaching and/or Supervision Experience Credit : A new teacher-licensed supervisor who has previous teaching experience will be placed on the step of the proper lane (depending on academic preparation as set forth in Subd. 4.5) of the salary schedule as agreed upon between the District and the teacher-licensed supervisor.

Subdivision 4.6.4 Lane Placement for New Teacher-Licensed Supervisors : A new teacher-licensed supervisor will be placed on a salary schedule lane according to the number of graduate and undergraduate credits he/she has earned subsequent to receiving a Baccalaureate Degree and a teaching license in the teacher-licensed supervisor's area of professional assignment as set forth in Section 4.3.

Subdivision 4.6.5 Longevity Pay: Beginning with the 2002-2003 school year, teachers on Pay Level 18 or above are eligible for an annual longevity payment of \$1,000. Effective with the 2004-2005 school year, the longevity pay will be \$2,000, to be paid as a separate check the November 15 payroll.

ARTICLE V
GROUP INSURANCE

GENERAL PROVISIONS

It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim will be made against the District as a result of a denial of insurance benefits by an insurance carrier for reasons beyond control of the District.

The District will pay its share of the premium for "days of coverage" based on the following formula:

$$\frac{\text{days employed}}{188 \text{ days}} = \frac{\text{days of coverage}}{365 \text{ days}}$$

The balance of any premium costs will be borne by the employee and paid through payroll deduction.

Eligible supervisors who are required to pay any portion of their premium for group insurance benefits, other than through payroll deductions, will submit a check, payable to the District, no later than the twentieth day of the month preceding the month for which coverage is being sought.

Benefits for Former Employees: Extended hospital-medical and dental coverage for formerly employed teacher-licensed supervisors shall be provided consistent with the provisions of COBRA and M.S.A. 471.61

Section 5.1 Group Hospital/Medical Insurance :

- A. Eligibility: Employees working at least 18.75 hours per week (50%) are eligible to participate in the District's group hospital/medical insurance program.
- B. Eligible employees will have the option of enrolling with one of two district medical insurance carriers contracted by the District. The District will contribute a sum, not to exceed the amounts that follow, toward the premium for hospital/medical insurance for teacher-licensed supervisors who are eligible and enrolled in the group health plan or the fee for service plan.

1. Full-Time Salaried Teacher-Licensed Supervisors:

Effective	September 1, 2008	Oct 1, 2008
a. BCBS plan –		
Dependent coverage		
Double Gold	884.76	884.76
Triple Gold	884.76	937.85
Deductible	884.76	937.85
Single coverage		
Double Gold	full	full Single Triple Gold Premium Rate
Triple Gold	full	full Single Triple Gold Premium Rate
Deductible	full	full Single Triple Gold Premium Rate
TMT	full	full Dependent Triple Gold Premium Rate

b. HP plan –

Dependent coverage

Open Access	884.76	937.85
Deductible	884.76	937.85

Single coverage

Open Access	full	full Single Triple Gold Premium Rate
Deductible	full	full Single Triple Gold Premium Rate

TMT or TME full full Dependent Triple Gold Premium Rate

2. Part-time Salaried Teacher-Licensed Supervisors: For eligible salaried teacher-licensed supervisors who are employed at least 50% but less than 100%, the district's contribution will equal the teacher-licensed supervisor's percentage of contract multiplied by the district contribution for dependent coverage or the employee's percentage of contract multiplied by the district contribution for single coverage, dependent on which plan they enroll in and for which they are qualified.
3. Teacher-Licensed Supervisors who were eligible for hospitalization/medical insurance and whose contracts are reduced below 50% may continue in the District's hospital/medical plan at their own expense.
4. The District will pay the premiums pursuant to Article XIX for eligible survivors and eligible teachers pursuant to the 2007-2009 Teacher Negotiated Agreement.

Section 5.2 Long Term Disability Insurance : The District will pay the full premium for long term disability insurance for each full-time teacher-licensed supervisor who is eligible.

Salaried teacher-licensed supervisors employed on at least a 50% but less than 100% basis shall be eligible to participate in the District's LTD program at his/her expense. Participants will have the premium deducted from his/her payroll checks. The teacher-licensed supervisor shall make his/her selection for coverage by September 30 of each year. Selected coverage must remain in effect until September 30 of the following year.

Effective May 1, 2008, The District will pay the first \$700.00 (or full premium if less than \$700.00) of the monthly health insurance premium for LTD recipients during the period of disability, but for no more than 17 months.

Section 5.3 Term Life Insurance : The District will contribute a sum not to exceed \$10.80 per month toward the premium for \$50,000 of group term life insurance for each full-time teacher-licensed supervisor who is eligible. The District will permit any eligible teacher-licensed supervisor to purchase an additional \$50,000 (up to a maximum of \$100,000) of group term life insurance (in multiples of \$10,000) with the premium being paid through payroll deduction, subject to the enrollment criteria of the insurance company.

Salaried teacher-licensed supervisors employed on at least a 50% but less than 100% basis shall be eligible to participate in the District's Term Life Insurance program at his/her expense. Participants will have the premium deducted from his/her payroll checks. The teacher-licensed supervisor shall make his/her selection for coverage by September 1 of each year. Selected coverage must remain in effect until August 31 of the following year.

Section 5.4 Dental Insurance : The District will pay the full single premium per month for eligible full-time teacher-licensed supervisors who are enrolled in the District's group Dental plan or the District will contribute a sum not to exceed \$70.25 per month effective September 1, 2008, for eligible full-time teacher licensed supervisors toward the premium for dependent coverage in the District's group dental plan. The specifications for the dental insurance plan will be equivalent to specifications offered to employees on July 1, 2001. If married couples are employed by the District, they may select two single policies or one fully paid family policy.

Salaried teacher-licensed supervisors employed on at least a 50% but less than 100% basis shall be eligible to participate in the District's Dental insurance program on a pro-rated basis. The District's contribution will equal the teacher-licensed supervisor's percentage of contract multiplied by the District contribution for single coverage or the employee's percentage of contract multiplied by the District contribution for dependent coverage, dependent on which plan they enroll in and for which they are qualified.

Participants will have their percentage of the premium deducted from his/her payroll checks. The teacher-licensed supervisor shall make his/her selection for the coverage by September 1 of each year. Selected coverage must remain in effect until August 31 of the following year.

Section 5.5 Insurance Coverage-Later Starting Date : A teacher-licensed supervisor whose first teaching day on a new annual contract is moved to a later date will continue to receive the same insurance coverage at the expense of the District that he/she received immediately prior to said change.

ARTICLE VI HOSPITAL/MEDICAL INSURANCE FOR DISABLED EMPLOYEES

The hospital/medical insurance benefits for disabled employees, as described in Article XIX of the SCEA Master Agreement will apply to teacher-licensed supervisors.

ARTICLE VII LEAVES OF ABSENCE - SHORT TERM

Short term leaves of absence will be available to teacher-licensed supervisors in accordance with the provisions of this Article.

GENERAL PROVISIONS

Upon returning from any absence from contractual responsibilities, the teacher-licensed supervisor will submit the appropriate form to the unit administrator. When the District has sufficient reason to believe the provisions of a leave of absence are being violated or misinterpreted, the District will have the right to investigate and take appropriate action. The costs of the investigation will be borne by the District.

For illness, bereavement, and inclement weather absences, the teacher-licensed supervisor will notify the unit administrator as soon as practicable. For all other short term leaves the teacher-licensed supervisor will submit a written request to the superintendent for approval well in advance of the requested date and will outline the specific purpose for the leave.

Section 7.1 Accumulated Leave Days :

A. Accumulation of days:

- | | |
|------------------------------------|-----------|
| 1. 188 day contract (1.0 contract) | 11 days |
| 197 day contract (1.05 contract) | 11.5 days |
| 207 day contract (1.1 contract) | 12 days |
| 216 day contract (1.15 contract) | 12.5 days |
| 227 day contract (1.2 contract) | 13 days |
2. Part-time teacher-licensed supervisors will be granted accumulative leave days in proportion to the amount of their employment all days credited will refer to 7 hour days. (e.g. a teacher-licensed supervisor employed on a 50% basis contract will receive 5.5 days of accumulated leave allowance) which may be used in accordance with Section 8.2 of these guidelines.

B. The District will furnish each teacher-licensed supervisor a written statement at the beginning of each school year setting forth the total accumulative leave credited.

C. Teacher-licensed supervisors, who are employed in a licensed position immediately following a long-term substitute assignment, will retain accrued accumulative leave.

D. If the amount of time employed is increased or decreased, the accumulative leave will be adjusted in accordance with the change in employment.

E. The District shall permit teacher-licensed supervisors to donate up to three (3) accumulative leave days per year to a colleague who has exhausted accumulative leave due to long term illness or disability.

Each donated day shall have a value of 1/3 of an accumulative leave day. In order to be eligible to donate, a teacher-licensed supervisor must have at least 45 days of accrued accumulative leave.

The number of donated accumulative leave days which a teacher-licensed supervisor may receive is limited to the number of days donated, but may not continue beyond the teacher-licensed supervisor's eligibility for long term disability.

The teacher-licensed supervisor requesting donated days will apply in writing for those additional days to the District.

Section 7.2 Leaves with Accumulated Leave Deduction (Effective July 1, 2007 - June 30, 2009):

One day of accumulative leave will be deducted for each day of absence due to personal or serious illness, bereavement, parental leave, and discretionary leave, in accordance with the provisions in this Article.

- A. Discretionary Days Defined: A teacher-licensed supervisor may use up to thirteen (13) of his/her accumulative leave days at her/his discretion for pre-arranged absences subject to the following measurement criteria.

Measurement Criteria: For each year of this agreement, if end of year usage exceeds ten (10) days average use, the days available as discretionary will be reduced by one (1) for the following year.

The usage of discretionary leave will be monitored by the SCEA and District at January 1 and end of the school year. Discretionary use for bereavement will be tracked separately.

- The teacher-licensed supervisor must notify the appropriate unit administrator a minimum of three (3) days in advance of the absence, except in the case of discretionary leave for bereavement. In special cases, a unit administrator may approve a request with fewer than three (3) days notice. In all cases, teacher-licensed supervisors are encouraged to inform their unit administrators of planned accumulative leave as far in advance as possible.
 - There will be an eight (8) consecutive day limit for discretionary use of accumulative leave, except for bereavement leave.
 - Teacher-licensed supervisors are responsible for the content of parent-teacher conference days and/or staff development days when absent during these days.
 - In cases of bereavement, the first five (5) days in any given year will be charged as discretionary use. Additional bereavement time needed will also incur accumulative leave deduction, but will not be considered discretionary.
 - Any Discretionary days in excess of thirteen (13) must be approved by the unit administrator, and will be deducted for a 2-for-1 rate.
 - Absences due to school business will not incur a discretionary or accumulative leave deduction.
- B. The District will not be obligated to grant more than the following number of requests for pre-arranged discretionary absences on any given day:

- C. Non-Discretionary Days Use Defined: A teacher-licensed supervisor may use his/her accumulative leave days in non-discretionary situations for personal illness, illness of a family member, parental leave, and days in excess of the first five (5) of bereavement. Three (3) days notice is not required, but in all cases, teacher-licensed supervisors are encouraged to inform their unit administrators of planned accumulative leave as far in advance as possible.
- D. Parental Leave: Childbirth, Adoption: A teacher-licensed supervisor may be allowed to use accumulative leave for childbirth or adoption. Any days which would normally result in an accumulative leave deduct may be deducted from accrued accumulative leave for any so-affected teacher-licensed supervisor. Paid holidays that are scheduled during the leave period will be paid. Non-duty days that fall during the leave period are unpaid and no accumulative leave deduction will be made.
- E. The superintendent may grant additional days for serious illness or bereavement in extenuating circumstances.
- F. Personal leave days accrued prior to June 30, 2004, will be added to individual accumulative leave totals and will not be available as additional discretionary leave.

Subdivision 7.2.1 Inclement Weather Absence:

1. In the event any salaried teacher-licensed supervisor is unable to report for duty as a result of inclement weather or impassable roads or as a result of other similar conditions when school is in session, the teacher-licensed supervisor will receive the appropriate accumulative leave deduction.
2. If weather conditions prevent a teacher-licensed supervisor from getting to work on an inclement weather day with no student attendance, but required teacher-licensed supervisor attendance, the unit administrator will confer with the teacher-licensed supervisor before scheduling the teacher-licensed supervisor for a compensatory day or having an accumulative leave deduction.

Section 7.3 Leaves with No Deduction : No salary or accumulated leave deductions will be made for teacher-licensed supervisors taking the following leaves provided that, if the teacher-licensed supervisor receives any stipend, honorariums or other earnings (excluding mileage and expense reimbursements) for services performed while absent from duty, he/she will submit such earnings to the District or have the equivalent amount deducted from the teacher-licensed supervisor's salary.

Subdivision 7.3.1 Jury Duty : A leave of absence for jury duty will be granted to teacher-licensed supervisors who are summoned to serve in such capacity.

Subdivision 7.3.2 Civic Responsibility Leave : The superintendent may grant a leave of absence to a teacher-licensed supervisor who has achieved a leadership position in public affairs or in a service organization in District 742. No teacher-licensed supervisor will be granted more than three (3) days per year nor will more than a total of fifteen (15) days per year be granted for the entire teaching staff.

Section 7.4 Leaves with Full Salary Deduction : Absences at full salary deduction, but with no deduction from Accumulative Leave, may be authorized by the Superintendent when leave allowances have been exceeded or for unusual personal reasons which justify the absence of the teacher-licensed supervisor from contractual obligations.

Subdivision 7.4.1 Discretionary Leave : Discretionary leave at full deduction may be authorized by the Superintendent not to exceed five (5) days in any consecutive five (5) year period.

Subdivision 7.4.2 School Conferences and Activities Leave : Minnesota Statute 181.9412 requires an employer to grant an employee leave up to a total of 16 hours during any school year to attend school conferences or classroom activities related to the employee's child provided the conferences or classroom activities cannot be scheduled during non-work hours. The employee must provide reasonable notice, if possible, and make a reasonable effort to schedule the leave so as not to disrupt unduly the operation of the employer. A reasonable effort will be made by the building administrator to cover the responsibilities of a teacher-licensed supervisor for up to two hours per activity to permit the teacher-licensed supervisor to attend school conferences or classroom activities without loss of pay.

Section 7.5 Family and Medical Leave Act : The Family and Medical Leave Act requires an employer to provide up to twelve (12) weeks of unpaid leave for a combination of leave situations. Employees may use a total of 12 weeks of leave to care for a child any time within the first year of the child's life, upon adoption or foster placement of a child or for the employee's own illness, or for the illness of the employee's spouse, parent or child. Any paid or unpaid leave already provided by the District will be considered part of the twelve weeks noted above.

An employee who is taking leave pursuant to FMLA has the right to continue to receive health and dental insurance benefits from the District on the same basis as he/she was provided immediately prior to the commencement of the leave of absence.

ARTICLE VIII LEAVES OF ABSENCE - LONG TERM

Long term leaves of absence will be available to teacher-licensed supervisors in accordance with the provisions of Article XII of the SCEA Master Agreement.

ARTICLE IX RETIREMENT OR WELLNESS BENEFITS

The retirement or wellness benefits described in Article XIV of the SCEA Master Agreement shall apply to the teacher-licensed supervisors.

ARTICLE X
EARLY RETIREMENT INCENTIVE

Teacher-licensed supervisors who are at least fifty (50) years of age and who have a minimum of ten (10) years of full-time teaching service in the District or teacher-licensed supervisors who have completed twenty (20) years of full-time salaried teaching service in the District will be eligible for Early Retirement Incentive upon submission of a written resignation to the District pursuant to the provisions of Article XVI of the SCEA Master Agreement.

ARTICLE XI
RESIGNATION/RETIREMENT

Any tenured teacher-licensed supervisor who is not eligible for Retirement Incentive and resigns from the District will be paid for unused accumulative leave, up to a maximum of ten (10) days, less any money that the District made to the teacher's 403(b) match plan over the course of employment. Payment will be \$100.00 per accumulative leave day and will be made no later than thirty (30) days after the resignation takes effect.

A teacher who gives a minimum of (60) days written notice of intent to resign during the school year will not forfeit any negotiated benefits for which he/she may be eligible.

Teachers, except those on medical leave, who resign after April 1, effective at the end of that school year shall be subject to the actual costs for securing a replacement not to exceed \$100.

ARTICLE XII
PROFESSIONAL TRAVEL

Teacher-licensed supervisors who may be required to use their own automobile in the performance of their duties will be reimbursed. The School Board will review the mileage rate on a quarterly basis and set the appropriate reimbursement rate based upon the current IRS mileage rate. Reimbursement will be made on a quarterly basis. All travel reimbursements will be subject to the Superintendent's approval and will be only for driving done between locations. However, noon hour travel, except to reach an assigned location is not reimbursable.

ARTICLE XIII
TEACHER-LICENSED SUPERVISOR'S RIGHTS

Board Policy #499A ADMINISTRATIVE PROCEDURES REGARDING EXPRESSIONS OF CONCERNS/ COMPLAINTS/CONFLICTS ABOUT DISTRICT 742 EMPLOYEES will be used to investigate serious expressions of concern/complaints/reports made by, or against, a teacher-licensed supervisor.

ARTICLE XIV
TEACHER-LICENSED SUPERVISOR EVALUATION

The District will use the Administrative Review and Development Policy as the process for evaluating probationary and tenured teacher-licensed supervisors.

ARTICLE XV
403(b) MATCH PLAN

403(b) Annuity Matching Program: All teachers employed after August 15, 2000 no longer qualify and shall not be eligible for retirement incentive under Article XVI of the Master Agreement. Such teacher-licensed supervisors shall only be eligible to participate in the 403(b) annuity matching program. The District shall make matching contributions to such program, the maximum amount as set forth in Section 2 below.

Section 15.1 Any teacher-licensed supervisor eligible for retirement incentive under Article XVI of this master agreement will continue to be eligible to receive Retirement Incentive pay as set forth therein. Such teacher-licensed supervisors may also participate in the District's 403(b) annuity matching program. Part time teacher-licensed supervisors would also be eligible to participate in this plan. As of August 31, 2007, part time teacher-licensed supervisors must hold at least a 50% contract to be eligible for the 403(b) match plan. As of August 31, 2007 teacher-licensed supervisors hired after August 15, 2000 will be eligible for a prorated 403(b) contribution at the percent of employment over 50% but less than 100% of the contract. Part time teacher-licensed supervisors whose contracts drop below 50% after enrollment will be eligible to continue in the plan until the end of that contractual year. The District matching contribution to such program shall be in the amount as set forth in Section 2 below, but will not exceed a lifetime contribution cap of \$40,000 per teacher-licensed supervisor.

Upon a Plan A teacher-licensed supervisor's retirement, the total amount of the District matching contribution to the teacher-licensed supervisor's 403(b) annuity account shall be deducted from any retirement incentive obligation/entitlement under Article XVI of the Master Agreement. If the total amount of the District matching contribution to a participating teacher-licensed supervisor's 403(b) annuity account is more than he/she would have received in retirement incentive under Article XVI of the Master Agreement, the teacher-licensed supervisor shall not be entitled to receive any retirement incentive pursuant to Article XVI.

Upon a Plan B teacher-licensed supervisor's retirement, the total amount of the District's matching contributions to the 403(b) annuity account shall be deducted from any retirement incentive obligation/entitlement under Article XVI of the master agreement. However, if the district has met the \$40,000 lifetime contribution limit the teacher-licensed supervisor shall not be entitled to receive any retirement incentive pursuant to Article XVI.

Section 15.2 Teacher-Licensed Supervisor Match: Eligible and participating teacher-licensed supervisors must elect to participate in the 403(b) annuity matching program pursuant to the annuity plan requirements at the beginning of the plan year. A year of service is defined as a year in which the part-time or full-time teacher-licensed supervisor worked at least 60 days. The District matching contribution to teacher-licensed supervisors participating in the 403(b) annuity matching program shall be as follows:

Current Year of Teaching Service to the District	Full match Matching Contribution	Half match Matching Contribution
1-3	No match	No match
4-8	\$500	\$250
9-12	\$1000	\$500
13-16	\$1500	\$750
17+	\$2000	\$1000

The District will make the foregoing matching contribution to only those teacher-licensed supervisors choosing to participate in an approved teacher-licensed supervisor’s 403(b) annuity account at the option of 100% or 50% of the total match contribution offered by the District as outlined above. The District’s matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career District contribution as set out above. The annual limit on the amount individual teacher-licensed supervisors may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder.

Section 15.3. Approved Plans: The District will make matching contributions only to annuity plans offered by vendors who participate in the District’s payroll deduction program.

Section 15.4. Election: Eligible and participating teacher-licensed supervisors must make application for participation in the 403(b) annuity matching program by September 1 for that school year. Once an eligible teacher-licensed supervisor elects to participate in the 403(b) annuity matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the teacher-licensed supervisor who must notify the District and annuity carrier. Movement from one level of contribution to the next will happen automatically as a participating teacher-licensed supervisor becomes eligible, unless the teacher-licensed supervisor’s overall 403(b) deferment is less than the necessary match amount. If the amount deducted is less than the eligible match amount, the teacher-licensed supervisor may notify Human Resources to increase the deducted amount on or before August 31.

Section 15.5. Death of a Teacher-Licensed Supervisor Participant: If a teacher-licensed supervisor participant dies before retirement, the teacher-licensed supervisor’s 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Section 15.6. Applicable Laws: The 403(b) annuity matching program of Independent School District No. 742 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S. C. § 403(b).

ARTICLE XVI
TEACHER-LICENSED SUPERVISOR DISCIPLINE

Section 18.1: Discipline, when used, must be implemented fairly, consistently, and in an equitable manner. Disciplinary action shall be imposed on teacher-licensed supervisors only for good and sufficient reasons. All discipline shall be corrective where possible and not punitive.

Section 18.2: Every attempt shall be made to treat any disciplinary matter as privately and professionally as possible.

Section 18.3: Prior to any meeting which may lead to disciplinary action, the affected teacher-licensed supervisor may request to be represented at the meeting by a person of his/her choosing.

Section 18.4 Discipline meetings will be held at the end of the work day or at a mutually agreeable time that will not disrupt the educational process.

Section 18.5: Disciplinary actions will generally occur in a progressive manner. Disciplinary action shall include the following steps, normally utilized in order, and following an oral warning when appropriate. The relative seriousness of the matter will determine at what level disciplinary action is commenced. Any disciplinary action involving dismissal shall be pursuant to M.S. 122A40.

- A. Oral reprimand
- B. Written reprimand
- C. Suspension with pay
- D. Suspension(s) without pay not to exceed ten (10) working days
- E. Immediate Discharge / Termination

Section 18.6: An oral reprimand shall be clearly identified and documented as such at the time the disciplinary action is administered. A memo indicating that a meeting was held and that an oral reprimand was given shall be considered sufficient documentation for the personnel file.

Section 18.7: A written reprimand shall include a factual statement of the incident/findings relative to the District's investigation, and any directives or consequences of those findings.

Section 18.8: If the District believes that there is cause for suspension, the teacher-licensed supervisor shall be notified in writing of the specific reason(s) for such action. Suspension shall be immediate only if the District determines there is an imminent concern for the safety of students or staff.

Section 18.9: Each teacher-licensed supervisor shall be promptly furnished with documentation of disciplinary action entered into their personnel file. All such materials will be dated and signed, and will indicate that a copy has been placed in the file. A teacher-licensed supervisor has the right to attach a written response to any relevant document. Such response will be attached and will remain with the document in the file.

Section 18.10: Removal of disciplinary materials from a teacher-licensed supervisor's personnel file will be considered by the Director of Human Resources upon written request of the teacher-licensed supervisor through the Association. Important considerations will include the nature of the action, time elapsed since imposition of discipline, and whether or not additional related disciplinary action has been taken.

ARTICLE XVII
SANCTIONS, STRIKES, AND PENALTIES

The teacher-licensed supervisors covered by these guidelines, in the event of a strike or work stoppage by other groups of District employees, will consider themselves to be on duty to carry out Board policy. Compensation for teacher-licensed supervisors will continue in the event of strikes or work stoppages of other District employees.

ARTICLE XVIII
DURATION

These guidelines will remain in full force and effect for a period commencing on July 1, 2008 – June 30, 2009 and continue thereafter until a subsequent agreement is reached.

2007-2008 Regular Salary Schedule

EXHIBIT A

Pay	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60
Level	A	B	C	D	E*	E	F	G	H	I
1	31,561	32,948	34,310	35,727	37,113	37,113	38,500	39,018	41,281	42,669
2	32,742	34,153	35,780	37,305	38,821	38,821	40,341	41,858	43,380	44,896
3	33,923	35,574	37,226	38,878	40,526	40,526	42,177	43,303	45,477	47,126
4	35,114	36,891	38,670	40,453	42,233	42,233	44,015	45,796	47,577	49,357
5	36,293	38,202	40,115	42,027	43,942	43,942	45,851	47,764	49,674	51,587
6	37,473	39,517	41,561	43,603	46,523	46,523	47,690	49,729	51,772	53,815
7	39,251	40,830	43,001	45,179	47,352	47,352	49,523	51,697	53,871	56,042
8	39,841	42,147	44,451	46,752	49,058	49,058	51,360	53,665	55,970	58,274
9						49,568	51,870	54,175	56,480	58,784
10										
11						50,766	53,203	55,630	58,069	60,508
12			45,897	48,327	50,766	51,276	53,713	56,140	58,579	61,018
13										
14						52,472	55,041	57,597	60,167	62,739
15						52,982	55,551	58,107	60,677	63,249
16				49,902	52,472					
17						54,688	57,389	60,075	62,778	66,408
18										
19										
20					54,688					
20+										

2008-2009 Regular Salary Schedule

Pay Level	BA A	BA+15 B	BA+30 C	BA+45 D	BA+60 E*	MA E	MA+15 F	MA+30 G	MA+45 H	MA+60 I
1										
2	33,397	34,836	36,495	38,052	39,598	39,598	41,148	42,695	44,247	45,794
3	34,602	36,285	37,970	39,656	41,336	41,336	43,021	44,169	46,386	48,069
4	35,816	37,629	39,444	41,262	43,078	43,078	44,895	46,712	48,528	50,344
5	37,018	38,966	40,917	42,868	44,820	44,820	46,768	48,719	50,667	52,618
6	38,222	40,307	42,392	44,475	47,454	47,454	48,644	50,724	52,808	54,892
7	40,036	41,646	43,861	46,082	48,300	48,300	50,514	52,731	54,949	57,163
8	40,638	42,990	45,340	47,687	50,039	50,039	52,387	54,739	57,090	59,439
9						50,559	52,907	55,259	57,610	59,959
10										
11						51,782	54,267	56,742	59,230	61,719
12			46,815	49,293	51,782	52,302	54,787	57,263	59,750	62,239
13										
14						53,521	56,142	58,749	61,370	63,994
15						54,041	56,662	59,270	61,890	64,514
16				50,901	53,521					
17						55,782	58,537	61,276	64,033	68,068
18										
19										
20					55,782					
20+										

2007-2008 Extra Pay Schedules

Regular Extra Pay Schedule

	A	B	C	D	E	F	G	H	I	J
1	3928	3585	3004	2630	2254	1878	1503	1126	752	341
2	4242	3872	3246	2841	2434	2029	1623	1217	810	368
3	4581	4182	3505	3067	2630	2191	1752	1314	876	398
4	4947	4517	3786	3312	2840	2366	1892	1420	947	430
5	5344	4879	4087	3578	3066	2555	2045	1534	1021	464
6	5771	5268	4415	3863	3311	2760	2207	1656	1105	502

100/75/75 Schedule (Coaches)

	Sr.H Head	Assist	Jr High	Sr.H Head	Assist	Jr High	Sr.H Head	Assist	Jr High
	A*	A*	A*	B*	B*	B*	C*	C*	C*
1	3928	2946	2209	3585	2689	2017	3004	2253	1690
2	4242	3181	2386	3872	2904	2178	3246	2435	1826
3	4581	3435	2577	4182	3137	2352	3505	2629	1972
4	4947	3711	2783	4517	3387	2541	3786	2840	2130
5	5344	4008	3006	4879	3659	2745	4087	3066	2299
6	5771	4328	3247	5268	3951	2964	4415	3311	2483

*Lanes A: Basketball, Football, Hockey, Gymnastics, Wrestling, Danceline, Track, Yearbook, Newspaper, also Musical Director, Swimming

*Lanes B: Adaptive Floor Hockey, Softball, Baseball, Volleyball, Soccer, Speech, also Declamation & Major Play Director

*Lanes C: Cross-Country, Golf, Skiing, Tennis, Debate, One Act Play, also Knowledge Bowl, Adaptive Flr Soccer

2008-2009 Extra Pay Schedules

EXHIBIT D

Regular Extra Pay Schedule

	A	B	C	D	E	F	G	H	I	J
1	4007	3657	3064	2682	2299	1915	1534	1149	767	347
2	4327	3949	3311	2898	2482	2069	1655	1241	826	376
3	4672	4266	3575	3128	2682	2235	1787	1340	894	406
4	5046	4607	3862	3378	2896	2414	1930	1448	965	439
5	5451	4976	4169	3650	3127	2606	2086	1565	1041	473
6	5887	5374	4503	3940	3377	2815	2251	1690	1127	512

100/75/75 Schedule (Coaches)

	Sr.H Head A*	Assist A*	Jr High A*	Sr.H Head B*	Assist B*	Jr High B*	Sr.H Head C*	Assist C*	Jr High C*
1	4007	3005	2254	3657	2742	2057	3064	2298	1724
2	4327	3245	2433	3949	2962	2221	3311	2483	1862
3	4672	3504	2628	4266	3199	2399	3575	2681	2011
4	5046	3785	2838	4607	3455	2592	3862	2896	2172
5	5451	4088	3066	4976	3732	2800	4169	3127	2345
6	5887	4414	3312	5374	4031	3023	4503	3377	2532

*Lanes A: Basketball, Football, Hockey, Gymnastics, Wrestling, Danceline, Track, Yearbook, Newspaper, also Musical Director, Swimming

*Lanes B: Adaptive Floor Hockey, Softball, Baseball, Volleyball, Soccer, Speech, also Declamation & Major Play Director

*Lanes C: Cross-Country, Golf, Skiing, Tennis, Debate, One Act Play, also Knowledge Bowl, Adaptive Flr Soccer

		Base Yr Jul-Sep 06			Base Yr Oct-Jun 07			Current Yr Jul-Sep 07			New Oct-Jun 08			New Jul-Aug 08			Projected Sep 08			Projected Oct-Jun 09			
		FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	
Jul-Sep 06	3.0																						
Oct-Jun 07	9.0	MEDICAL																					
Jul-Nov 07	3.0	Double Gold																					
Dec-Jun 08	9.0	BCBS Family		787.50		826.88		826.88		826.88		826.88		826.88		884.76		884.76		884.76		4,954.50	
		BCBS Single	1	482.00	1,446.00	1	505.50	4,549.50	1	505.50	1,516.50	1	590.00	5,310.00	1	590.00	1,180.00	1	590.00	590.00	1	550.50	
Jul-Sep 08	2.0	BCBS P/T Fam		630.00		661.50		661.50		661.50		661.50		661.50		707.81		707.81		707.81		440.40	
		BCBS P/T Single		385.60		404.40		404.40		472.00		472.00		472.00		472.00		472.00		472.00		853.25	
Oct-Jun 08	9.0	BCBS TMT	1	610.00	1,830.00	1	639.50	5,755.50	1	639.50	1,918.50	1	746.75	6,720.75	1	746.75	1,493.50	1	746.75	746.75	1	7,679.25	
Family	1.1	Triple Gold																					
Single	1.1	BCBS Family	2	787.50	4,725.00	2	826.88	14,883.84	2	826.88	4,961.28	2	826.88	14,883.84	2	826.88	3,307.52	2	884.76	1,769.52	2	937.85	
TMT	1.1	BCBS Single		413.50		433.00		433.00		509.00		509.00		509.00		509.00		509.00		509.00		550.50	
Oct-Jun 09	9.0	BCBS P/T Fam		630.00		661.50		661.50		661.50		661.50		661.50		707.81		707.81		707.81		750.28	
Sep '08	1.0	BCBS P/T Single		330.80		346.40		346.40		407.20		407.20		407.20		407.20		407.20		407.20		440.40	
Family	1.1	BCBS TMT		524.00		549.00		549.00		645.25		645.25		645.25		710.00		710.00		710.00		710.00	
Single	1.1	BCBS Deductable																					
TMT	1.1	BCBS Family		787.50		826.88		826.88		826.88		826.88		826.88		884.76		884.76		884.76		937.85	
Dental	8.0	BCBS Single		318.50		330.50		330.50		410.00		410.00		410.00		410.00		410.00		410.00		550.50	
P/T Fam	0.8	BCBS P/T Fam		630.00		661.50		661.50		661.50		661.50		661.50		707.81		707.81		707.81		750.28	
P/T Sing	0.8	BCBS P/T Single		254.80		264.40		264.40		328.00		328.00		328.00		448.00		448.00		448.00		448.00	
Dental	4.0	BCBS TMT		402.50		417.00		417.00		517.50		517.50		517.50		569.50		569.50		569.50		569.50	
Dental	12.0	HP Comp Care																					
		H P Family	2	787.50	4,725.00	2	826.88	14,883.84	2	826.88	4,961.28	2	826.88	14,883.84	2	826.88	3,307.52	2	884.76	1,769.52	2	937.85	
		H P Single		458.35		487.05		487.05		593.76		593.76		593.76		593.76		593.76		593.76		550.50	
		H P P/T Family		630.00		661.50		661.50		661.50		661.50		661.50		707.81		707.81		707.81		750.28	
		H P P/T Single		366.68		389.64		389.64		475.01		475.01		475.01		475.01		475.01		475.01		440.40	
		H P TMT		538.56		572.48		572.48		697.90		697.90		697.90		710.00		710.00		710.00		710.00	
		Total	6		12,726.00	6		40,072.68	6		13,357.56	6		41,798.43	6		9,288.54	6		4,875.79	6		46,396.35

07-08 Health Prem Total 55,156
 08-09 Health Prem Total 60,561
 2Yr Health Prem Total 115,717

Dental	Current			06-07			New Jul-Feb			New Mar-Jun 08			Projected 08-09		
	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium	FTE	Rate	Premium
Delta Family	5	66.70	4,002.00	5	66.70	2,668.00	5	69.00	1,380.00	5	70.25	4,215.00			
Delta Single	1	30.25	363.00	1	32.75	262.00	1	32.75	131.00	1	32.75	393.00			
Delta TMT		84.65			91.65			91.65			91.65				
Delta Family P/T		53.36			53.36			56.20			56.20				
Delta Single P/T		24.20			26.20			26.20			26.20				
TOTAL	6		4,365.00	6		2,930.00	6		1,511.00	6		4,608.00			

07-08 Dental Prem Total 4,441
 08-09 Dental Prem Total 4,608
 2Yr Dental Prem Total 9,049