

**St. Paul Teachers'
Retirement Fund Association
Saint Paul, Minnesota**

**Restated Articles of
Incorporation and Bylaws
as Amended**

**Laws of Minnesota
Chapters 354A, 356, 356A, 122A, 192, 518 & 524**
References to Minnesota Statutes 2011

Published June 2012

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*In accordance with Minn. Stat. § 354A.021, subdivision 9,
I hereby certify that, to the best of my knowledge, these Restated Articles of
Incorporation and Bylaws are an accurate compilation.*

Paul V. Doane
Executive Director

St. Paul Teachers' Retirement Fund Association
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Restated Articles of Incorporation

ST. PAUL TEACHERS' RETIREMENT FUND ASSOCIATION

**Restated Articles of Incorporation
of
St. Paul Teachers' Retirement Fund Association
St. Paul, Minnesota**

The Articles of Incorporation of St. Paul Teachers' Retirement Fund Association, in accordance with the provisions of Minnesota Statutes, Chapter 317A, are hereby amended and restated in their entirety by striking all the provisions as now set forth in the Articles of Incorporation and substituting the following Restated Articles of Incorporation, such Restated Articles of Incorporation to be effective the first day of February, 1991.

**Article I
Name**

The name of this corporation shall be "St. Paul Teachers' Retirement Fund Association".

**Article II
Purpose**

The purpose of this corporation shall be the collection and disbursement of a fund for the benefit of retired teachers of the City of St. Paul, now under the jurisdiction of Independent School District Number 625.

**Article III
Duration**

The period of duration of the corporation's existence shall be perpetual.

**Article IV
Location**

The location of the registered office of the corporation shall be 1619 Dayton Avenue, Room 309, St. Paul, Minnesota.

**Article V
Trustees**

The management of the affairs of the corporation shall be vested in a board of ten trustees. The Chairman of the Board of Independent School District Number 625 or another school board member appointed by the Board of Independent School District Number 625 shall be ex-officio a member of the board. The nine other trustees shall be elected by and from the members of the corporation in the manner prescribed in the bylaws.

**Article VI
Personal Liability**

The members shall be subject to no personal liability for the obligations of the corporation.

**Article VII
Capital Stock**

The corporation shall have no capital stock.

**Article VIII
Members**

The members shall be divided into two classes, of which the first shall be designated as “the basic division” and the second shall be designated as “the coordinated division.” The membership of this corporation shall consist of all persons who are now members of this corporation and such other persons as may become members in the manner prescribed in the bylaws.

**Article IX
Amendment**

These Restated Articles of Incorporation may be amended from time to time in the manner, and to the extent, provided by applicable law.

Restated Bylaws

ST. PAUL TEACHERS' RETIREMENT FUND ASSOCIATION

**Restated Bylaws
of
St. Paul Teachers' Retirement Fund Association
St. Paul, Minnesota**

**Article I
Members**

SECTION 1. **Eligibility.** Every person employed as a teacher, as hereinafter defined, in the public schools of the City of St. Paul, and every person employed as a full-time salaried employee of this Association shall, by the fact of such employment, be a member of this Association. Every person who is a former member of the Association and who is employed by an organization designated in Minnesota Statutes 1976, Section 354.41, subdivision 4, may elect to become a member of this Association upon the basis of such employment, subject, however, to the limitations contained in said section and subdivision, and subject to the payment of dues in accordance with said section.

As used herein, the term "teacher" means a person employed by the Board of Independent School District Number 625 in the instructional, supervisory, or other essential professional staff, whose employment is dependent upon the possession of an appropriate license issued by the Minnesota State Board of Education.

SECTION 2. **Classification.** The members shall be divided into two classes, of which the first shall be designated as "the basic division" and the second shall be designated as "the coordinated division".

SECTION 3. **Basic Division.** The basic division shall consist of the members holding positions that are not covered under an agreement providing coverage under the Act of Congress approved August 14, 1935, Chapter 531.49 Stat. 620, officially cited as the "Social Security Act", as such act has been and may be from time to time amended.

SECTION 4. **Coordinated Division.** The coordinated division shall consist of the members holding positions that are covered under an agreement providing coverage under the said Social Security Act.

SECTION 5. **Basis of Classification.** The first classification of the members shall be made upon the basis of the referendum held in accordance with Minnesota Statutes, 1977 Supplement, Section 355.202, and shall be effective as of the first day of July, 1978. Thereafter, the positions of all teachers who become members of the Association shall be included in the coordinated division; provided, however, that a teacher whose service in a position covered by the Association commences after the first day of July, 1978, shall be deemed to become a member of the Association upon the commencement of such service, notwithstanding the date of the member's employment contract.

SECTION 6. **Termination.** A person's membership in the Association shall terminate whenever the member has been paid all benefits to which the member is, or may become, entitled.

Article II Meetings of Members

SECTION 1. **Annual Meeting.** The annual meeting of the members shall be held on the third Thursday of January, at such time and place in the City of St. Paul as shall be determined by the Board of Trustees.

SECTION 2. **Special Meetings.** The President, or in the President's absence, the Vice-President of the Board of Trustees, or any three trustees may call a special meeting at any time. Upon receipt of a written request for a special meeting stating the purpose thereof, signed by any thirty members, the President shall call a special meeting.

SECTION 3. **Notice.** The Secretary shall give written notice of each meeting stating the time, place, and in the case of a special meeting, the purpose of the meeting, to each trustee and member entitled to vote at the meeting. Each such notice shall be properly addressed according to the latest available corporate records, and shall be delivered or mailed no fewer than five nor more than thirty days before the date of the meeting.

SECTION 4. **Quorum.** One hundred members, present in person or by proxy, shall constitute a quorum for the transaction of business. The appointment of a proxy shall be in writing filed with the Secretary at least two days before the date of the meeting.

SECTION 5. **Voting.** Each member shall be entitled to one vote by voice or by ballot. A person holding more proxies than one may cast a single ballot stating the number of proxies being voted, in which case the person so voting shall sign his/her name on the ballot. Cumulative voting shall not be permitted.

SECTION 6. **Order of Business.** The members may determine the order of business at their meetings; provided, however, that the following items shall be included:

- (a) Roll call;
- (b) Reading of minutes of preceding meeting;
- (c) Communications and Correspondence;
- (d) Resignations and elections;
- (e) Reports of officers and committees;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

SECTION 7. **Proxies.** At all meetings of members, a member may vote by proxy executed in writing by the member. Such proxy shall be filed with the Secretary of the Association at least two days prior to the time of the meeting at which such proxy is to be voted. A proxy shall be valid for the period specified in the proxy, or, if no expiration date is provided in the proxy, for a period not to exceed eleven months from the date of its execution. In no event shall a proxy be valid for more than one year from the date of its execution. A proxy's authority shall not be revoked by the death of the maker unless, before the vote is cast and the authority exercised, written notice of such death is given to the Association.

Article III Trustees

SECTION 1. **Board of Trustees.** The management of the affairs of the Association shall be vested in a board consisting of ten trustees as specified in Article V of the Association Articles of Incorporation. The nine elected trustees shall hold office for terms of three years and until their successors have been elected and qualified. The said trustees shall be divided into three classes of three trustees each, and one class of trustees shall be elected each year at the annual meeting of the members. The remaining members of the board, although fewer than a quorum, shall fill

any vacancy in the elective membership of the board until the next annual election, at which election the vacancy shall be filled by election by the members for the unexpired term, if any.

SECTION 2. **Duties.** The Board of Trustees shall manage the business of the Association, subject to law, the Restated Articles of Incorporation, and these bylaws. The board shall have the authority to employ any services necessary to properly conduct the business of the Association.

SECTION 3. **Meetings.** The Board of Trustees shall hold an annual meeting immediately following the annual meeting of the members, and the board shall hold regular meetings in June and in September of each year at such times and places as the board may determine. The President, or in the President's absence, the Vice-President, or any three trustees may call a special meeting.

SECTION 4. **Notice.** Each Trustee will be provided, by electronic means or in writing by the Executive Director acting at the direction of the President, notice of the starting time, place, and purpose of such meeting timely so that it be received, under normal circumstances, at least five calendar days before the date of said meeting.

SECTION 5. **Waiver of Notice.** A trustee may waive notice of any meeting before, at, or after the meeting. Each waiver shall be in writing, signed by the trustee, and filed with the Secretary. Appearance at a meeting shall constitute a waiver of notice unless the appearance is solely for the purpose of asserting the illegality of the meeting.

SECTION 6. **Quorum.** Six trustees shall constitute a quorum for the transaction of business, but a smaller number may adjourn from time to time. The concurrence of a majority of the trustees present at a meeting at which a quorum is present shall be necessary to express the will or determination of the Board of Trustees.

SECTION 7. **Voting.** Each trustee shall be entitled to one vote at meetings of the trustees. There shall be no voting by proxy.

SECTION 8. **Action Without Meeting.** Any action that could be taken at a meeting of the Board of Trustees may be taken without a meeting when authorized in writing signed by all of the trustees.

Article IV Election of Trustees

SECTION 1. **Nomination of Candidates.** Candidates for the office of trustee shall be nominated by ten or more members of the Association on a filing form prescribed by the Board of Trustees and available at the offices of the Association. The filing form must be delivered to the Association offices no later than the second Friday of November prior to the date of the election.

SECTION 2. **Nominations from Floor.** Additional nominations may be made from the floor at the annual meeting.

SECTION 3. **Voting.** Voting at the election of trustees at the annual meeting shall be by ballot.

Article V Officers

SECTION 1. **Enumeration.** The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as the Board of Trustees may determine. The President and the Vice-President must be trustees. The Secretary and the Treasurer need not be trustees, but they must be members of the Association. The offices of the Secretary and Treasurer may be held by the same person.

SECTION 2. **Election.** Officers shall be elected by the trustees at their annual meeting, and they shall hold office for a term of one year and until their successors are elected and qualified. Vacancies among the officers shall be filled for the unexpired term by the Board of Trustees.

SECTION 3. **President.** The President shall preside at meetings of the members and of the Board of Trustees. The President shall be ex-officio a member of all committees. The President shall, with the Secretary, execute all instruments required to be executed on behalf of the Association, when thereunto authorized by the Board of Trustees. The President shall perform such other duties as are usually incident to the President's office and such additional duties as may be assigned to the President by the members, or by the trustees, or by other provisions in these bylaws.

SECTION 4. **Vice-President.** The Vice-President shall perform the duties of the President in the case of the President's absence or the President's inability to act. The Vice-President shall perform such other duties as may be delegated to the Vice-President by the President or as may be assigned to the Vice-President by the members or by the trustees.

SECTION 5. **Secretary.** The Secretary shall maintain a list of the members of the Association with all data reasonably necessary for the determination of their eligibility for, and the amount of, the benefits to which they are, or may become entitled, under these bylaws. The Secretary shall attend, and keep a record of the proceedings of, all meetings of the members and of the Board of Trustees. The Secretary shall give such notices, make such reports, and perform such other duties as are usually incident to the office or as are imposed upon the Secretary by law, by the articles of incorporation, by these bylaws, by the members, or by the Board of Trustees.

SECTION 6. **Treasurer.** The Treasurer shall receive and deposit in such bank or banks as the trustees may select, and in the name of the Association, all moneys received by or deposited with the Treasurer for or on account of the Association, and the Treasurer shall deposit and withdraw securities from a bank safe deposit box or bank safekeeping account. The Treasurer's checks shall be countersigned by the President. The Treasurer shall faithfully account to the Association for all moneys, securities, and other things of value coming into the Treasurer's hands, as such Treasurer, and the Treasurer shall give to the Association a bond in such amount as the trustees may determine. At each annual meeting of the members, and at such other time as the trustees may require, the Treasurer shall make a report of the financial transactions of the Association during the preceding accounting period, showing the cash and securities on hand at the beginning of the period, the receipts and disbursements, the purchase and sale of securities, during the period, and the amount of cash and the kind and value of the securities on hand at the close of the period.

SECTION 7. **Compensation and Reimbursement.** The Secretary and the Treasurer shall be paid such salaries as the trustees may determine. The other officers and the trustees shall be entitled to no compensation for their services as such officers and trustees, but they shall be entitled to reimbursement for their expenses reasonably and necessarily paid or incurred in the performance of their duties.

SECTION 8. **Indemnification.** The Association shall indemnify, save, and hold harmless the trustees and the officers of the Association from any and all loss, damage, and liability which they may incur or sustain, arising out of the performance of their duties as such trustees or officers, except to the extent that they result from their willful misconduct, gross negligence, or lack of good faith.

SECTION 9. **Delegation of Responsibilities.** The Board of Trustees may employ an Executive Director to assist the board in the operations of the Association. The Executive Director shall be an officer of the Association. The Executive Director shall serve at the pleasure of the board and shall have such duties and powers as the board shall from time to time prescribe. The Executive Director shall be appointed by the Board of Trustees on the basis of suitability, experience in the retirement field, leadership ability and other criteria identified by the board. The Executive Director shall be paid such salary as the board may determine.

Article VI Committees

SECTION 1. **Executive Committee.** At their annual meeting the trustees shall elect an executive committee consisting of five members, one of whom shall be their President, one shall be the Treasurer, and three of whom shall be trustees. The executive committee shall exercise the powers of the trustees between meetings of the trustees, subject to the limitations hereinafter provided. All action taken by the committee shall be subject to the approval of the Board of Trustees at its next meeting.

SECTION 2. **Powers of Executive Committee.** The executive committee shall direct the investment of the funds of the Association and shall report to the board. The committee, by unanimous action, may approve applications for benefits other than disability benefits, if no meeting of the board is to be held within thirty days of the date of the filing of the application. The committee may not approve an application for disability benefit, but it may investigate the grounds for the application, require examination of the applicant, and make its recommendation respecting the application to the Board of Trustees.

SECTION 3. **Meetings of Executive Committee.** The President may call a meeting of the executive committee at any time by written notice contained in a sealed envelope addressed to each member at the member's last known address, with postage prepaid, and deposited in the mail in the City of St. Paul at least twenty-four hours before the time set for the meeting; provided, that a meeting may be held at any time if all of the members sign a written waiver of notice. A majority of the executive committee shall constitute a quorum for the transaction of business, but if only three members are present, then their action must be unanimous.

SECTION 4. **Other Committees.** The Board of Trustees may elect from its membership from time to time such other committees, to which it may delegate such powers and duties, as the board may determine, but all acts of each such committee shall be subject to the approval of the board. Each such committee shall be subject to call, and shall conduct itself according to the rules herein provided for the call and conduct of the executive committee.

Article VII Finances

SECTION 1. **Fiscal Year.** The fiscal year of the Association shall be from July 1 through June 30 of each year.

SECTION 2. **Annual Budget.** During the month of April of each year, the Treasurer shall prepare and submit to the Board of Trustees, or to its Executive Committee, a budget of the Association for the next fiscal year. The budget shall include, but need not be limited to, the Treasurer's estimates of the following receipts and disbursements:

- (a) the amount of all income from investments;
- (b) the amount of all members' dues;
- (c) the amount of all employer contributions;
- (d) the amount of all pensions and other benefits;
- (e) the amount of all administrative and operating expenses; and
- (f) the amount of any other items that the Board of Trustees may require.

SECTION 3. **Retirement Fund.** The assets accumulated from income on investments, from members' dues, from employer contributions, and from any other sources shall be held in one fund. No member or other person shall have any interest in, or right to, any particular asset or part of the fund other than an undivided interest in the whole fund, in accordance with these bylaws.

The fund shall be invested, reinvested, and retained, in the discretion of the Board of Trustees, in securities as specified in Minnesota Statutes Section 356A.06 as that section now exists or

may hereafter be amended. The board may hold uninvested such amounts as appear reasonably necessary from time to time to meet the cash requirements of the Association.

SECTION 4. Members' Dues; Basic Division. Each active member shall pay current dues each fiscal year in an amount equal to eight percent of the member's total salary for the fiscal year, in accordance with Minnesota Statutes Section 354A.12, or such other amount as may be required by the terms of the said statute, as hereafter amended. Current dues shall be deducted from the salary of each active member on a regular periodic basis and shall be paid by the school district to the Association.

Back dues for all permissible periods of service for which current dues have not been fully paid may be paid at the times, in the manner, and subject to the limitations provided in the bylaws in effect on the first day of June, 1978.

SECTION 5. Members' Dues; Coordinated Division. Each active member in the coordinated division shall pay current dues in each fiscal year in an amount equal to four and one half percent of the member's total salary for the fiscal year, in accordance with Minnesota Statutes Section 354A.12, or such other amount as may be required by the terms of said statute, as hereafter amended. Current dues shall be deducted from the salary of each active member on a regular periodic basis and shall be paid by the school district to the Association.

Back dues for all permissible periods of service for which current dues have not been paid may be paid at the times, in the manner, and subject to the limitations provided by law from time to time.

SECTION 6. Employer Dues. Employer dues shall be paid to the Association as provided in Minnesota Statutes Section 354A.12.

SECTION 7. Annual Report. Following the close of each fiscal year a financial report shall be prepared under the supervision and at the direction of the Board of Trustees. The report shall be signed by the President and by the Secretary, shall be filed, and shall contain the information required by the terms of Minnesota Statutes 1977, Section 356.20, as it now exists or as it may be amended hereafter.

SECTION 8. Annual Audit. The books and accounts of the Association must be examined and audited annually by the office of the state auditor as provided in Minnesota Statutes Section 354A.021, subdivision 8.

Article VIII Benefits

SECTION 1. Credited Service; Basic Division. Members in the basic division shall be credited with service for the computation of benefits in accordance with the rules stated in Article IV of the bylaws in effect on the first day of June, 1978, subject, however, to such changes in those rules as are required by law from time to time.

SECTION 2. Credited Service; Coordinated Division. Members in the coordinated division shall be credited with service for the computation of benefits in accordance with the rules stated in the applicable sections of the statutes identified in Section 60 of Chapter 429 of the Laws of 1977, as those sections now exist or as they may be amended hereafter.

SECTION 3. Benefits; Basic Division. Members in the basic division shall be entitled to benefits of such types, in such amounts, upon fulfilling such requirements, and subject to such conditions as are stated in the bylaws in effect on the first day of June, 1978, subject, however, to such changes as are required by law from time to time. Notwithstanding the language of said bylaws, the application period for and commencement date of benefits shall be the same as permitted for members in the coordinated division as referred to in the following section.

SECTION 4. Benefits; Coordinated Division. Members in the coordinated division shall be entitled to benefits of such types, in such amounts, upon fulfilling such requirements, and subject to such conditions as are stated in the applicable sections of the statutes identified in

Section 60 of Chapter 429 of the Laws of 1977, as those sections now exist or as they may be amended hereafter.

SECTION 5. Benefits; Augmentation. The benefits of members in the basic division who are eligible for a deferred retirement annuity shall have the annuity augmented as provided to coordinated division members by Minnesota Statutes Section 354A.37, subdivision 2, as amended.

SECTION 6. Benefits; Postretirement Benefit Adjustments. Each eligible person who has been receiving an annuity or benefit under the Articles of Incorporation, the bylaws or the laws of Minnesota chapter 354A for at least 12 months as of the end of a fiscal year as determined by the Board of Trustees is eligible to receive both (1) a regular annual postretirement adjustment of 2.0 percent, and (2) an additional investment earnings based postretirement increase that is determined as follows:

- (a) The Board of Trustees shall determine the five-year annualized rate of return attributable to the assets of the St. Paul Teachers' Retirement Fund Association under the formula specified in Minnesota Statutes, Section 11A.04, clause (11), and the amount of the excess five-year annualized rate of return over the preretirement interest assumption specified in Minnesota Statutes, Section 356.215.
- (b) The excess investment percentage adjustment must be determined by multiplying the quantity, one minus the rate of contribution deficiency, as specified in the most recent actuarial report of the actuary retained by the Legislative Commission on Pensions and Retirement under Minnesota Statutes, Section 356.215, by the rate of return excess as determined in paragraph (a).

The regular and additional postretirement increases described in this section are applicable to fiscal years commencing on or after July 1, 1996. The regular and additional postretirement increases are to be determined by the Board annually after June 30 and are payable to each eligible annuitant and survivor benefit recipient commencing on the January 1 following the fiscal year end. The first such adjustment will be made as of January 1, 1998, for the fiscal year ending June 30, 1997. The regular and additional postretirement increases must be included in all annuities or benefits paid to the recipient after the adjustments take effect.

SECTION 7. Benefits; Transition Adjustment. If an annuitant or survivor of a member receiving benefits received an additional lump sum payment for the fiscal year ending June 30, 1996 as provided in the bylaws, then one-twelfth of the amount of that payment shall be added to the regular monthly benefit received by that annuitant or survivor as of July 1, 1997. If an annuitant or survivor of a member receiving benefits did not receive a lump sum payment in 1997 for the fiscal year ending June 30, 1996, then the regular monthly benefit of that annuitant or survivor shall be increased as of July 1, 1997 by the cumulative percentage increase in the Consumer Price Index (CPI) as measured by the United States Department of Labor, Bureau of Labor Statistics from the end of the month in which the individual began retirement to June 30, 1997.

SECTION 8. Actuarial Equivalent Determinations. Actuarial Equivalent determinations for the Coordinated Division and Basic Division are made pursuant to provisions of Minnesota Statutes, including Minnesota Statutes Section 354A.011, Subdivision 3a, and under those provisions the following assumptions have been adopted for making those determinations and will continue in effect until modified pursuant to such provisions of Minnesota Statutes:

- (a) "Actuarial Equivalence" means equivalence in the present value of various payment streams.
- (b) Actuarial Equivalence of optional annuity forms of payment shall be determined using an interest rate of 6.37 percent per annum and a mortality table constructed from a blend of the 1983 Group Annuity Mortality table of Male and Female rates (with 3-year and 1-year age setbacks, respectively). The percentage of Male and Female rates is determined based on the following table:

Optional Annuity	Percentage of Male Table	Percentage of Female Table
C-2 Life Annuity-Guaranteed Benefit	50%	50%
C-3 15 Year Term Certain Annuity	50%	50%
C-4 100% Joint and Survivor	60%	40%
C-5 50% Joint and Survivor	60%	40%

Those assumptions are used to make Actuarial Equivalent determinations with respect to benefits of Coordinated Division members and the C-4 assumptions are also used to calculate the survivor benefit available with respect to Basic Division members.

- (c) Actuarial Equivalence for purposes of developing a reduced retirement annuity (for benefits of both Coordinated Division and Basic Division members commencing before a member's normal retirement age) or a social security leveling adjustment optional annuity (for Coordinated Division members), as found in Minnesota Statutes, including Minnesota Statutes Section 354A.011, Subdivision 20, and Section 354A.33, shall be determined using an interest rate of 6.37 percent per annum, and a mortality table constructed from a 25/75 blend of the 1983 Group Annuity Mortality table of Male and Female rates (with 5 year and 3 year age setbacks, respectively).

Article IX Seal

SECTION 1. **Authority.** The Board of Trustees may adopt a corporate seal, and may alter the seal from time to time.

SECTION 2. **Effect.** The affixing of the corporate seal shall have no effect upon the validity of any instrument.

Article X Amendment

SECTION 1. **Power.** These bylaws may be amended at any time in the manner provided by law.

SECTION 2. **Limitation.** No amendment affecting benefits, contributions, or actuarial assumptions shall be made without the approval of the legislature of the State of Minnesota.

Basic Plan Benefits

ST. PAUL TEACHERS' RETIREMENT FUND ASSOCIATION

BASIC PLAN BENEFITS

Applicable Excerpts from Bylaws
in effect on the 1st day of June, 1978, as amended.

Article IV Section 2. Service and Dues

PARAGRAPH 1. **Current Dues.** For each year of St. Paul service, there shall be withheld by the City and paid into the treasury of the Association, as current dues:

- (1) on behalf of each active member not on sabbatical leave, an amount equal to eight percent of the member's annual contract salary; and
- (2) on behalf of each active member on sabbatical leave, an amount equal to eight percent of the member's annual contract salary that would have been payable had the member not been on sabbatical leave.

PARAGRAPH 2. **Back Dues.** (a) Outside service, previous St. Paul service, military service, and governmental service shall be accredited for benefits as follows:

- (1) Not more than 10 years of outside service for members admitted on or before December 31, 1939, or who were teachers in the public schools of St. Paul on December 31, 1939.
 - (2) Not more than eight years of outside service for members admitted on and after January 1, 1940.
 - (3) All previous St. Paul service.
 - (4) All military service, as established by evidence satisfactory to the board, if such service was performed between periods of teaching service in the St. Paul Public Schools, excluding any voluntary extension of such service at the instance of the member beyond the initial period of enlistment, induction, or call to active duty.
 - (5) All governmental service, if such service was performed between periods of teaching service in the St. Paul Public Schools.
- (b) No outside service or previous St. Paul service shall be accredited if the member, at the time of application for pension, is receiving or is eligible to receive benefits on account of such service from any public employees' or teachers' pension or retirement Association in any form other than a return of dues, premiums or other contributions paid to such Association.
- (c) Members claiming credit for outside service or previous St. Paul service shall file a written claim with the Secretary, on forms provided by the Association, within twelve months after admission to membership. Members claiming credit for military service shall file written claim with the Secretary, on forms provided by the Association, within twelve months after return to the St. Paul Public Schools.
- (d) Back dues for all accredited outside service, previous St. Paul service, military service, and governmental service shall be paid as follows:

- (1) for outside service:
 - (i) in the case of members first employed after June 30, 1974, for each year of such service, one and one-half times the rate at which the member's dues are computed upon the member's annual contract salary for the first full year of the member's St. Paul service, without interest if payment is commenced within four years and completed within ten years of entry into St. Paul service; or, if not commenced within said four years, twice the rate at which the member's dues are computed upon the member's annual contract salary at the time when payment is made, with interest at the rate then being used in the actuarial calculations for the Association;
 - (ii) in the case of members first employed before July 1, 1974, having service that was creditable under the bylaws in effect prior to June 30, 1974, for each of the first five years of such service, ten and one-half percent of the salary received for the latest years of such service, without interest, if paid before January 1, 1975, or prior retirement; and in the case of members first employed before July 1, 1974, having service that was not creditable under the bylaws in effect prior to June 30, 1974, for each of the first five years of such service, ten and one-half percent of the members' annual contract salary for the first full year of the member's St. Paul service, without interest, if paid before January 1, 1975, or prior retirement; provided, however, that in no case shall dues for more than five years be payable at the ten and one-half percent rate;
 - (iii) in the case of members first employed before July 1, 1974, having service specified in clause (ii) hereof, for each of the first five years of such service for which dues have not been paid prior to January 1, 1975, and for each additional year of such service, one and one-half times the rate at which the member's dues are computed upon the member's annual contract salary when payment is made, without interest, if paid before June 30, 1978, or prior retirement; but if not paid before said date, twice the rate at which the member's dues are computed upon the member's annual contract salary at the time when payment is made, with interest at the rate then being used in the actuarial calculations for the Association;
- (2) for previous St. Paul service performed before July 1, 1967, six percent of the salary received, and for previous St. Paul service performed after June 30, 1967, and before July 1, 1974, seven percent of the member's salary received, without interest, if paid before January 1, 1978, or prior retirement; or, if not paid before said date, twice the rate at which the member's dues are computed upon the member's annual contract salary at the time payment is made, with interest at the rate then being used in the actuarial calculations for the Association; and
- (3) for military service and governmental service performed before July 1, 1967, six percent, and for military service and governmental service performed after June 30, 1967, and before January 1, 1970, seven percent, of the salary that would have been received for such service if the member had been paid therefore at the rate of the basic salary the member received for the St. Paul service immediately preceding such service subject to the former limitation of twelve hundred dollars per month; and for military service and governmental service performed after December 31, 1969, and before July 1, 1974, seven percent, and for military service and governmental services performed after June 30, 1974, eight percent, of the salary that would have been received for such service if the member had been paid therefore at the rate of the annual contract salary the member received for the St. Paul service immediately preceding such service. Back dues for military service and governmental service performed before July 1, 1974, may be paid without interest, if paid before January 1, 1978, or prior retirement; or, if not paid by said date, such dues shall be paid at twice the rate at which dues are computed upon annual contract salary at the time when payment is made, with interest at the rate then being used in the actuarial calculations for the Association. Back dues for military service and governmental service performed after June 30, 1974, may be paid without interest if payment is commenced within four years and completed within ten years of return to St. Paul service; or, if not commenced within said four years, such dues shall be paid at twice the rate at which dues are computed upon annual

contract salary at the time when payment is made, with interest at the rate then being used in the actuarial calculations for the Association.

Except as hereinbefore otherwise provided, back dues payable on account of outside service and previous St. Paul service shall be computed upon the basis of the salary received for the latest years of such service.

- (e) Payment of all back dues shall be completed before retirement and no benefits shall be granted unless all back dues required of the member have been paid.
- (f) Every active member who, during any period preceding January 1, 1955, has paid dues at a rate lower than the maximum rate in effect during such period, shall pay an additional amount of dues equal to the difference between the amount the member paid and the amount the member would have paid if the member had paid at the maximum rate during such period, plus simple interest at the rate of three percent a year computed from the end of each year during which such lower rate of dues was paid to December 31, 1954. The aggregate amount of such additional dues and interest shall be due on January 1, 1955, and shall be payable in one sum on that date and, if not paid on that date, it shall be paid in equal installments to be deducted from the next ten salary payments of the member; provided, however, that it shall be payable in any event before the retirement of the member.

PARAGRAPH 3. Leaves of Absence. A teacher on leave of absence from St. Paul service for a reason other than one of the following shall be considered as a member of the Association on leave of absence:

- (a) service in the armed forces of the United States of America;
- (b) service as a teacher in a school maintained in any zone occupied by the armed forces of the United States for children of the United States military or civilian personnel stationed in or near such zone;
- (c) service as an exchange teacher in a foreign country for which no compensation is paid to the member by the St. Paul Public Schools;
- (d) service as an elected officer or member of any branch of the government of the City of St. Paul, or of the County of Ramsey, or of the State of Minnesota;
- (e) a sabbatical leave;
- (f) a medical leave; and
- (g) a maternity/parental leave.

No contributions shall be payable by the member during the member's period of leave, and the period of leave shall not be counted in computing the number of years of service when the member retires. If, at the expiration of a leave of absence, a member resumes St. Paul service, the member's contributions and accumulation of years of service shall resume immediately. If, at the expiration of a leave of absence from St. Paul service for any reason whatsoever, a teacher does not either resume St. Paul service or procure an extension or a renewal of the member's leave of absence, then the member shall be deemed to have withdrawn from service as of the following September 1, and, unless the member is eligible for pension, the member shall be entitled to a cash refund. It shall be the duty of the member on leave of absence to notify the Association, or cause it to be notified, of the granting of the leaves, or of extension or renewal of leave, at the time thereof.

If during the period of leave of absence, either as originally granted or as renewed, a member becomes otherwise eligible for pension, and retires, the member shall not be ineligible by reason of being on leave, but shall have all the same rights, subject to the same conditions and obligation, that the member had at the time of granting of the member's leave of absence.

PARAGRAPH 4. Return to St. Paul Service. A member who has received a cash refund upon severance from service, and who returns to teaching in the St. Paul Public Schools, shall thereupon become a member of the Association, and dues shall be deducted from the member's salary and paid to the Association at a rate determined as though the member were then becoming a member for the first time. If the member desires credit for the years of service that were credited to the member on the books of the Association at the time of the payment of the

cash refund, the member shall file a written claim with the Secretary, on a form provided by the Association, and shall repay to the Association an amount equal to the refund the member received, together with interest thereon computed at the rate of eight and one-half percent a year compounded annually, from the date of the refund to the date of the repayment.

A former member who has received a cash refund upon severance from service, and who desires credit for the years of service that were credited to the member on the books of the Association at the time of the payment of the cash refund in order to take advantage of the combined service annuity authorized by law, shall repay to the Association an amount equal to the refund the member received, together with interest thereon computed at the rate of eight and one-half percent a year, compounded annually, from the date of the refund to the date of the repayment.

PARAGRAPH 5. Computation of Length of Service. In computing the length of outside service, normal school years of eight to twelve months shall be counted as one year.

In computing the length of St. Paul service completed prior to July 1, 1974, ten to twelve months in a school year shall be counted as one year, and periods of less than ten months shall be counted as that fraction of one year, the numerator of which is the number of months of service and the denominator of which is ten.

In computing the length of St. Paul service after June 30, 1974, but before July 1, 1998, that number of "duty days" in a school year agreed upon by the Board of Independent School District #625 and the teachers shall be counted as one year, and periods of less than the agreed upon number of "duty days" shall be counted as that fraction of one year, the numerator of which is the number of "duty days" of service and the denominator of which is the agreed number of "duty days". For the purpose of the foregoing computation before July 1, 1998, a "duty day" consists of five class hours. Years of service accredited for pension granted upon the basis of service completed before May 31, 1976, shall not be recomputed.

In computing the length of St. Paul service after July 1, 1998, 170 or more "duty days" shall be counted as one year and periods of less than 170 "duty days" shall be counted as that fraction of one year, the numerator of which is the number of "duty days" of service and the denominator of which is 170. For the purpose of the foregoing computation after July 1, 1998, a "duty day" shall be specified in the appropriate professional employee contract to be a full-time employee.

Teaching service on a part-time basis shall be accredited on a proportional basis.

Section 3. Benefits

PARAGRAPH 1. Type of Benefits. Members shall be eligible for benefits as follows:

- (a) Length of service pension, payable to members who have retired after completing at least twenty-five years of accredited service and who have attained the age of fifty-five years.
- (b) Limited service pension, payable to members who have retired after completing at least five years of accredited service but less than twenty-five years of accredited service and who have attained the age of fifty-five years.
- (c) Disability benefit, payable to members who have become totally and permanently disabled to perform teaching service before attaining the age of sixty-five years and after completing at least five years of accredited St. Paul service.
- (d) Deferred pension, payable to members whose employment is terminated, voluntarily or involuntarily for a reason other than retirement, disability, or death after completion of five years of accredited service.
- (e) Family benefit, payable in appropriate cases to the surviving families of deceased active members after the satisfactory completion of three years of accredited St. Paul service.
- (f) Survivor's benefit, payable in appropriate cases to a deceased member's surviving spouse, dependent parent, or dependent sibling.

- (g) Cash refund of dues paid to the Association after December 31, 1939, payable in appropriate cases to members who withdraw from service for any reason without becoming eligible for any pension, to the beneficiaries, and to the estate of deceased members.

PARAGRAPH 2. Application for Benefits. (a) Application for benefits shall be filed with the Secretary, in writing and on forms provided by the Association, and such applications shall contain such information as the board may require. As part of such information the board may require evidence of resignation from St. Paul service.

- (b) Except as hereinafter provided, applications for length of service pension or limited service pension shall be filed before the date of the applicant's retirement. The Secretary shall present such applications, together with all necessary supporting data, to the board in sufficient time so that such pensions may begin on the 1st or 16th of the month following the last teaching service. In the case of a member who has not attained the age of fifty-five years or who wishes to defer the commencement of pension payments, the application shall be filed before the member will attain the age of fifty-five years or before the date to which the member wishes to defer the commencement of pension payments, as the case may be.
- (c) Applications for disability benefits shall be made after the Board of Education of ISD #625 has accepted such disability as cause for withdrawal or dismissal from service. In the event of the incapacity of a member, the application may be made for the member by the member's legal guardian, next of kin, or beneficiary. Each such application shall be supported by the certificates of two medical doctors, satisfactory to the board, expressing the professional opinion that the member is totally and permanently disabled.

For the purpose of these bylaws, total and permanent disability means the inability to engage in any occupation or employment for remuneration or profit for which the member is reasonably qualified by reason of the member's education, experience and training, on account of a medically determinable physical or mental impairment which is expected to result in death or to be of long continued and indefinite duration, and which has continued for at least six consecutive months. The board may, and in doubtful cases shall, make such investigation as it may consider necessary to determine the existence of total and permanent disability. The board may require the applicant, at the member's own expense, to submit to examination by one or more medical doctors designated by the board, and to provide such pertinent information as it may require. The decision of the board with respect to the existence of total and permanent disability shall be conclusive and the board shall not approve an application for disability benefits until it has satisfied itself of the eligibility of the applicant.

Payment of the disability benefit shall begin with the first full calendar month after the approval of the application, but in no event shall the benefit be paid for any period for which the member was paid a salary as a teacher or while using accumulated sick leave.

If the disability terminates before the member has attained the age of sixty-five years, then payment of the disability benefit shall end with the month in which the disability terminates, whether by reason of the recovery or the death of the member, or otherwise; but if the disability continues beyond the sixty-fifth anniversary of the date of the member's birth, then payment of the disability benefit shall end with the month in which the member's death occurs.

Not more than once a year after the approval of an application for disability benefits and before the sixty-fifth anniversary of the date of the disabled member's birth, the board may require the disabled member to submit to an examination by a medical doctor selected by the board in order to determine the continued existence of the disability.

- (d) Applications for family benefit may be filed at any time after the death of the member, and shall be supported by certified copies of the death certificate of the member, the birth certificate of each child, the marriage certificate of the spouse, and such other evidence as the board may require.
- (e) Application for deferred pension shall be filed before the date upon which the applicant desires the payment of the pension to begin, which date may be the first or sixteenth day

of any month after the date upon which the applicant attains the age of fifty-five years. It shall be the duty of the Secretary to present such application, together with all pertinent information and records, to the board in sufficient time so that payment of the pension may begin upon the date so selected by the applicant.

- (f) If an application for length of service pension or limited service pension payable in the form of an annuity is filed by a member with the Secretary during the ninety day period immediately following the date the member's teaching service terminates and the member has met the age and service requirements for the annuity represented in the application, the annuity shall begin to accrue as if the application for retirement had been filed with the Secretary on the date teaching service terminated. In no event shall the annuity begin to accrue more than one month before the date of final salary receipt.

PARAGRAPH 3. Length of Service and Limited Service Pension. (a) Length of Service Pension. The annual amount of the length of service pension payable to a member who retires shall be equal to the greater of either the benefit described in (1) or (2) below:

- (1) The member's pension shall be determined by multiplying an amount equal to two percent of the member's average salary, as hereinafter defined, by the number of years of the member's accredited service, subject to a maximum of forty years. However, the annual amount of the length of service pension payable under this provision to a member who retires before attaining the age of sixty years shall equal that amount computed in accordance with the next preceding sentence, reduced, however, by one-fourth of one percent for each month or major fraction thereof intervening between the date upon which the payment of the pension begins and the member's sixtieth birthday. A member whose age plus credited allowable service totals at least 90 at the time the member retires is entitled to the normal length of service pension described in this provision without any reduction by reason of the early retirement described in the next preceding sentence.
 - (2) The member's pension shall be determined by multiplying an amount equal to two and one-half percent of the member's average salary, as hereinafter defined, by the number of years of the member's accredited service, subject to a maximum of forty years. However, the annual amount of the length of service pension payable under this provision to a member who retires before attaining the member's normal retirement age of sixty-five years, shall equal that amount computed in accordance with the next preceding sentence, reduced so that the reduced pension is the actuarial equivalent of the pension that would be payable to the member if the member deferred receipt of the pension and the pension amount were augmented at an annual rate of three percent compounded annually from the day the pension begins to accrue until said normal retirement age.
- (b) Limited Service Pension. The annual amount of the limited service pension payable to a member who retires upon or after attaining the age of sixty-five years shall be equal to the greater of the benefit described in (1) or (2) below:

- (1) The member's pension shall be determined by multiplying an amount equal to two percent of the member's average salary, as hereinafter defined, by the number of years of the member's accredited service. However, the annual amount of the limited service pension payable to a member who retires before attaining the age of sixty-five years shall equal that amount computed in accordance with the next preceding sentence, reduced, however, by one-fourth of one percent for each month or major fraction thereof intervening between the date on which the payment of the pension begins and the member's sixty-fifth birthday.
- (2) The member's pension shall be determined by multiplying an amount equal to two and one-half percent of the member's average salary, as hereinafter defined, by the number of years of the member's accredited service. However, the annual amount of the limited service pension payable to a member under this provision who retires before attaining the member's normal retirement age of sixty-five years, shall equal that amount computed in accordance with the next preceding sentence, reduced so that the reduced pension is the actuarial equivalent of the pension that would be payable to the member if the member deferred receipt of the pension and the pension amount

were augmented at an annual rate of three percent compounded annually from the day the pension begins to accrue until said normal retirement age.

PARAGRAPH 4. Deferred Pension. The annual amount of the pension payable to a member entitled to a deferred pension shall be computed according to the rules applicable to the pension described in Paragraph 3 of this Section.

PARAGRAPH 5. Disability Benefits. The amount of the disability benefit payable to a member whose total and permanent disability occurs after June 30, 1974, shall equal seventy-five percent of the member's annual contract salary for the member's last full year of service, less the amount of any social security and workers' compensation benefits the member may be receiving. If a member attains the age of sixty-five years while receiving disability benefits, then the amount of the member's disability benefit shall be recomputed so as to equal the amount of the length of service pension to which the member would then be entitled if the member were then retiring from St. Paul service computed upon the basis of the amount of the average salary and the number of years of accredited service the member would have had if the member had continued to teach in the member's latest position during the period of the member's disability.

PARAGRAPH 6. Family Benefit. The surviving members of the family of a deceased active member shall be eligible for the family benefit computed upon the following basis:

- (a) For each "eligible child", as hereinafter defined, subject to a maximum of two eligible children at any one time, twenty-five percent of the maximum salary (excluding career increment) payable to a teacher holding a B.A. degree for the year in which the member died; and
- (b) For the spouse, having legal custody of, and maintaining a home for the eligible child or children, fifteen percent of said maximum salary.

Payment of the benefit shall begin on the first or sixteenth day of the month following the month in which the application is approved; payment of the benefit on account of a child shall terminate with the payment made on the first day of the month in which the child ceases to be an "eligible child" as hereinafter defined and payment of the benefit on account of the spouse shall terminate with the payment made on the first day of the month in which the spouse dies, remarries, or elects to take the survivor's benefit in lieu thereof, as hereinafter provided.

Payment of the benefit shall be made to the spouse if the spouse has legal custody of the child or children, otherwise to the person having such legal custody, except that if the child be a full-time student over the age of eighteen years, payment shall be made directly to the child. It shall be the duty of every person receiving payment of the family benefit to notify the Association when any child or spouse ceases to be eligible.

In the event that a spouse who, together with a child or children, is eligible for the family benefit is also eligible for the survivor's benefit, the spouse may elect, at any time, to take the survivor's benefit instead of the spouse's portion of the family benefit, and that election shall not disqualify the child or children to receive the family benefit; provided, however, that the total benefits payable on account of a member shall not exceed ninety percent of the member's final salary.

The term "eligible child" means a natural or legally adopted child of a deceased active member who fulfills the following requirement:

- (a) Child must be unmarried; and
- (b) Child must be (i) under the age of eighteen years; or (ii) mentally or physically incapacitated; or (iii) a full-time student under the age of twenty-two years. A "full-time student" is a person enrolled in full-time attendance as a student at an educational institution, including any school, at any educational level, that has a regular faculty and curriculum and a body of students in attendance.

The fact that the new husband or wife of a spouse who has remarried has legally adopted a person who qualified as an eligible child shall not in itself disqualify that person as an eligible child.

PARAGRAPH 7. Cash Refund of Dues. Commencing on July 1, 1967, cash refunds of dues shall be determined as follows:

- (a) To a member ineligible for a pension, an amount equal to the total amount of the dues paid by the member since January 1, 1940;
- (b) To the beneficiary of a deceased active member who was not survived by an eligible child or spouse entitled to any benefit under Paragraph 6 of this Section, or by a survivor entitled to any benefit under Paragraph 10 of this Section, an amount equal to the total amount of the dues paid by the member since January 1, 1940;
- (c) To the beneficiary of a deceased active member who was survived by an eligible child or spouse entitled to benefits under Paragraph 6 of this Section and who was not survived by a survivor entitled to any benefit under Paragraph 10 of this Section, any amount by which the total amount of the dues paid by the member since January 1, 1940, exceeds the total amount of any benefits payable on account of dependent children or spouse of the member;
- (d) To the beneficiary of a deceased retired member who was not survived by a survivor entitled to any benefit under Paragraph 10 of this Section, any amount by which the total amount of the dues paid by the member since January 1, 1940, exceeds the total amount of the pension paid to the member;
- (e) To the estate of a deceased member who was not survived by a survivor entitled to any benefits under Paragraph 10 of this Section and whose beneficiary has not survived the member, the amount that would have been payable to the beneficiary if the beneficiary had survived the member; and
- (f) To a member who has paid dues for outside service pursuant to Paragraph 2 of Section 2 of Article IV, and who now desires to use the member's outside service for the purpose of the combined service annuity authorized by law, an amount equal to the amount of the dues paid to the Association for that outside service.

*Interest on refunds shall be computed pursuant to MS 354A.23 subd. 3 as amended.

PARAGRAPH 8. Saving Provision. Regardless of other provisions of these bylaws, any member who retires after December 31, 1954, on a length of service pension, on a limited service pension, or on a disability pension, shall receive a pension not less than the maximum amount payable to any member who retired before January 1, 1955, for an equal period of service, including all increases of the pension of such previously retired member becoming effective after December 31, 1954.

PARAGRAPH 9. Increase of Pensions of Retired Teachers. Every member who retired before January 1, 1955, and who is entitled under the provisions of the bylaws in effect December 1, 1954, to a full service pension, to a limited service pension, or to a disability pension, shall be entitled: (i) effective January 1, 1955, to an increase of twenty percent in the amount of the member's monthly pension or an increase of twenty dollars in the amount of such pension, whichever is greater; and (ii) effective January 1, 1958, to a further increase of fifteen dollars in the amount of the member's monthly pension.

In addition to the foregoing increases, every such member, excepting any who retired upon a full service pension before attaining the age of fifty-five years, shall be entitled, effective January 1, 1962, to a further increase of fifteen dollars in the amount of the member's monthly pension.

In addition to the foregoing increases, every member who retired before January 1, 1955, and who is entitled under the provisions of the bylaws in effect December 1, 1954, to a full service pension, to a limited service pension, or to a disability pension, shall be entitled, effective January 1, 1966, to a further increase of fifteen dollars in the amount of the member's monthly pension.

In addition to the foregoing increases, every member who retired before January 1, 1970, and who is entitled under the provisions of the bylaws in effect on December 1, 1969, to a full service pension, to a limited service pension, or to a disability pension, shall be entitled, effective January 1, 1970, if the member has then attained the age of seventy years, (or, if the member has not then attained the age of seventy years, upon the first day of the month coincident with or next following the date upon which the member does attain the age of seventy years) to a further increase in the amount of the member's monthly pension in an amount computed according to the following formula: $$.0375 \times y$, in which x equals the number

of years of the member's accredited service (subject to a maximum of forty years) and y equals the number of years for which the member has been receiving the member's pension (adjusted to the nearest full number of years and subject to a maximum of twenty years).

In addition to the foregoing increases, every member who retired before January 1, 1970, and who is entitled under the provisions of the bylaws in effect on December 1, 1969, to a full service pension, to a limited service pension, or to a disability pension, shall be entitled, effective July 1, 1973, if the member has then attained the age of seventy years, (or, if the member has not then attained the age of seventy years, upon the first day of the month coincident with or next following the date upon which the member does attain the age of seventy years) to a further increase in the amount of the member's monthly pension computed according to the following formula:

$$.06 \times y$, in which x equals the number of years of the member's credited service (subject to a maximum of forty years) and y equals the number of years for which the member has been receiving the member's pension (adjusted to the nearest full number of years and subject to a maximum of twenty years).

Persons receiving benefits under the former bylaws providing for reversionary pensions and persons receiving survivor's benefits shall also be entitled to increases computed in accordance with the formulas expressed in the two next preceding paragraphs of this Paragraph 9.

Persons receiving the dependent children's benefit under the former by-laws shall be entitled, as of July 1, 1974, to an increase to the amount, and subject to the maximum, provided in the paragraph entitled 'Family Benefit', computed upon the basis of the applicable salary schedule in effect on June 30, 1974.

PARAGRAPH 10. Survivor's Benefits. If a member who has completed five years of accredited St. Paul service dies while in service, the member's survivor (as hereinafter defined) shall be entitled to receive an annuity for life in an amount equal to the reduced amount of the retirement annuity earned by the member to the date of the member's death after conversion to a joint-and-last survivorship basis under which the reduced amount is payable to the survivor.

When a retired member dies, the member's survivor (as hereinafter defined) shall be entitled to receive an annuity for life in amount equal to the reduced amount of the retirement annuity earned by the member to the date of the member's retirement after conversion to a joint-and-last survivorship basis under which the reduced amount is payable to the survivor.

For the purpose of this paragraph a member's survivor is the member's surviving spouse to whom the member has been legally married for three years at the time of the member's death or retirement (as the case may be); but if there be none, then the member's older surviving dependent parent; but if there be none, then the member's oldest surviving dependent sibling. By a written designation filed with the board at or before the time of the member's retirement, a member shall designate any one of the foregoing persons as the member's survivor, in which case the person so designated shall become entitled to the survivor's benefit only if surviving at the death of the member, and none of the other of the foregoing persons shall be entitled to any benefit under this section.

For the purpose of this paragraph, a member's parent or sibling shall qualify as a dependent only if the member would have been entitled to claim the member's parent or sibling as a dependent upon the member's federal income tax return covering the last full year of the member's life. Any person claiming a survivor's benefit under this paragraph shall furnish proof of marriage, or of dependency satisfactory to the board.

In the event that any benefits are paid to a member's survivor under this paragraph, there shall be no cash refund of dues on account of the member.

In the event that the member is survived by a spouse who, together with an eligible child or children, is eligible for the family benefit, no benefit shall be payable under this paragraph unless the spouse elects to receive the survivor's benefit instead of the spouse's portion of the family benefit.

PARAGRAPH 11. Inalienability of Benefits. Benefits payable by the Association shall not be subject to assignment, attachment, garnishment, or any other voluntary or involuntary manner of alienation.

*See MS 354A.11

PARAGRAPH 12. Computation of Amounts of Benefits. In computing the monthly amounts of all pensions granted after December 31, 1954, and before June 1, 1976, and the monthly amounts of all increases in pensions granted before January 1, 1955, fractional parts of a dollar exceeding forty-nine cents shall be treated as one dollar and fractional parts less than fifty cents shall be disregarded.

PARAGRAPH 13. Payment of Benefits. Except as otherwise provided, all benefits that are payable in periodic installments shall be payable in advance.

PARAGRAPH 14. Facility of Payment. In the event that the amount payable to the estate of a deceased member or other deceased person does not exceed the sum of five hundred dollars, such amount may be paid, in the discretion of the board, to one or more of such person as appear, upon evidence satisfactory to the board, to be the spouse, the issue, the parents, the sibling, or the issue of siblings of the decedent, or to such other person as may appear to be equitably entitled to such payment on account of such other person having paid the expenses of the last illness or of the funeral of the decedent or otherwise.

PARAGRAPH 15. Limitation on Benefit. A member who begins accruing accredited service following a termination of accredited service, for reasons other than a leave of absence as defined in Paragraph 3 of Section 2, and who has not yet commenced receiving a benefit described in this Section 3, must earn at least 85 days of accredited service subsequent to commencing that accrual before being eligible for any increase in benefits under this Section 3 which would result from a law or Bylaw change enacted after the date of such member's termination of service.

PARAGRAPH 16. Post Retirement Adjustments. Subsequent to June 30, 2011, and notwithstanding any other provision of this section, the Board shall determine eligibility for and the amount of any postretirement adjustment for a person receiving an annuity or other benefit under this section of these Bylaws pursuant to the rules of Subdivisions 7 through 9 of Minnesota Statutes Section 354A.29, as they may be amended.

Section 4. Suspension of Benefits.

PARAGRAPH 1. Service and Deferred Pensions. (a) If a retired member receiving either a length of service pension or a limited service pension (or a reversionary pension in lieu thereof) or a deferred pension resumes teaching service with Independent School District No. 625, and if the amount of compensation received in any calendar year for such reemployment equals or exceeds the amount of earnings that would cause a reduction in the primary old age insurance benefit of a person receiving such benefits under the terms of the Social Security law then in effect, then the payment shall be reduced. The amount of the reduction must be one-third the amount in excess of the applicable reemployment income maximum under the terms of the Social Security law then in effect. The reduction must be deducted from the annuity payable for the calendar year immediately following the calendar year in which the excess amount was earned. If the retired member has not yet reached the minimum age for the receipt of benefits under the terms of the Social Security law then in effect, the maximum earnings for the retired member must be equal to the annual maximum earnings allowable for the minimum age for the receipt of benefits under the terms of the Social Security law then in effect. If the retired member is retired for only a fractional part of the calendar year during the initial year of retirement, the maximum reemployment income determined in accordance with this paragraph must be prorated for that calendar year. After a retired member has reached the age of 70, no reemployment income maximum applies regardless of the amount of any compensation received for teaching service with Independent School District No. 625. No pension credit shall be granted for any teaching service performed during such reemployment. For purposes of this section income from teaching service includes:

- (i) all income from service performed as a consultant, independent contractor, or income resulting from working with the school district in any capacity, and

- (ii) the greater of either the income received or an amount based on the rate paid with respect to an administrative position, consultant, or independent contractor in Independent School District No. 625 and at the same level as the position occupied by the person who resumes teaching service.
- (b) Every retired member who is so reemployed shall report such reemployment to the Secretary within thirty days after the beginning thereof. Any such member who fails to make such report may be penalized by a majority vote of the board by forfeiture of pension or benefit for a period of time equal to twice the period of such unreported reemployment.
- (c) Any member who was on a leave of absence from Independent School District No. 625 on January 1, 1987, who was employed by the City of St. Paul while on that leave before January 1, 1987, and who applied for, but withdrew, an application for a pension with the Association before January 1, 1987, is considered to have filed a valid application for a pension on January 1, 1987, in the form of the previously filed application, and is eligible to be paid a pension to which the member is entitled under Paragraph 3 of Section 3 of Article IV, retroactive to January 1, 1987.

PARAGRAPH 2. Disability Benefit. If the disability of a member receiving disability benefits terminates before the member has attained the age of sixty-five years, then the payment of the benefit shall be terminated. If the member resumes teaching in the public schools of St. Paul, the member shall be restored to the member's former status as an active member, with credit for the period of the member's disability, but with no obligation to pay back dues for that period. Whether or not the member resumes teaching in the said public schools, the member shall thereafter become entitled to any benefit for which the member may qualify under the terms of Paragraph 1 of Section 3 of Article IV, with credit for the period of the member's disability and final average salary accrued to the date of the termination of the member's disability, in accordance with Paragraph 5 of Section 3 of Article IV; provided, however, that in no event shall the amount of the cash refund of dues to which a member may become entitled under the terms of Paragraph 1(g) of Section 3 of Article IV exceed that amount (if any) by which (i) the total amount of the dues paid by the member since January 1, 1940, without interest, exceeds (ii) the aggregate amount of the disability benefits paid to the member.

Article IX

Section 1. Definitions.

PARAGRAPH 1. The word "he" wherever used herein shall be construed to also mean the word "she", it being the intention that females as well as males are intended.

PARAGRAPH 2. The following words and terms, when used in these Articles and Bylaws, shall have the meanings herein set forth, except when otherwise indicated in the Articles or Bylaws:

ASSOCIATION – St. Paul Teachers' Retirement Fund Association, St. Paul, MN.

ACCREDITED SERVICE – (see **SERVICE**)

ANNUAL CONTRACT SALARY (SALARY) – The amount earned for a school year (computed from the first day of July to the thirtieth day of June) upon which member contributions are required and made, that is paid to a teacher before any allowable reductions permitted under the federal Internal Revenue Code of 1986, as amended, for employee selected fringe benefits, tax sheltered annuities, deferred compensation, or any combination of these items. Salary does not mean: (1) lump sum annual leave payments, (2) lump sum wellness and sick leave payments, (3) payments in lieu of any employer-paid group insurance coverage, (4) payments for the difference between single and family premium rates for insurance that may be paid to a member with single coverage, (5) employer-paid fringe benefits including, but not limited to, flexible spending accounts, cafeteria plans, health care expense accounts, day care expenses, or automobile allowances and expenses, (6) payments to school principals and all other administrators for services in addition to the normal work year contract if these

additional services are performed on an extended duty day, Saturday, Sunday, holiday, annual leave day, sick leave day, or any other nonduty day, (7) payments under section 356.24, subdivision 1, clause (4) (ii), and (8) payments made under section 125.12, subdivision 7, except for payments for sick leave accumulated under the provisions of a uniform school district policy that applies equally to all similarly situated persons in the district.

AVERAGE SALARY – An amount equal to one-fifth of the sum of the annual contract salary for the five years producing the highest average out of the latest ten years of St. Paul service for which a salary deduction for dues was made prior to the termination of active service; provided, however, that for the purpose of the computation required hereby, a member on sabbatical leave shall be deemed to have been paid during such leave the full amount of the member's annual contract salary in effect during the sabbatical leave; and provided, further, that in the case of a member who has been employed upon a part-time basis during any of the said ten years, the average shall be computed upon the basis of the amount earned in the time required to complete a full year of service; and provided, finally, that in the case of a member who retires before the member has completed five years of St. Paul service and who is entitled by law to a proportionate annuity, the average shall be computed upon the basis of the member's annual contract salary for the member's actual years of St. Paul service.

BACK DUES – (see **DUES**)

BENEFITS – Length of service pensions, limited service pensions, deferred pensions, reversionary pensions, disability benefits, family benefits, survivor's benefits, and cash refunds in amounts determined by the bylaws.

- **CASH REFUND** – Refundment by the Association of dues, in a single payment in lieu of other benefits, to a member withdrawing from active service before attaining the right to other benefits, or, in certain cases to the beneficiary or other representative of a deceased member.
- **DEFERRED PENSION** – A lifetime monthly payment by the Association to a member whose employment is terminated, voluntarily or involuntarily, for a reason other than retirement, disability, or death after the completion of three years of accredited service, beginning upon or after the attainment of the age of fifty-five years.
- **DISABILITY BENEFIT** – A monthly payment by the Association to a member who has incurred a total and permanent disability prior to retirement or other separation from service.
- **FAMILY BENEFIT** – A monthly payment by the Association to the eligible child or children, and in certain cases to the surviving spouse, of a deceased active member.
- **LENGTH OF SERVICE PENSION** – A lifetime monthly payment by the Association to a member who has retired after attaining the age of fifty-five years and completing twenty-five years of accredited service.
- **LIMITED SERVICE PENSION** – A lifetime monthly payment by the Association to a member who has retired after attaining the age of fifty-five years and completing at least three years of accredited service but less than twenty-five years of accredited service.
- **NORMAL RETIREMENT AGE** – The normal retirement age of a member retiring under a Length of Service Pension is age 60 if the member retires under the provisions of Article IV, Section 3, Paragraph 3(a), subdivision (1). For all other purposes, the normal retirement age is 65.
- **REVERSIONARY PENSION** – An elective substitute for a length of service pension or a limited service pension consisting of a lifetime monthly payment in a reduced amount by the Association to a member followed by a lifetime monthly payment to the surviving beneficiary of the member.
- **SURVIVOR'S BENEFIT** – A monthly payment by the Association to the surviving spouse or certain other dependents of a deceased member in appropriate cases.

BOARD – The Board of Trustees of the Association.

CASH REFUND – (see **BENEFITS**)

CITY – The City of St. Paul, the Department of Education, the Bureau of Schools, the School District, the Board of Education, the Board of Independent School District Number 625.

CURRENT DUES – (see **DUES**)

DISABILITY BENEFIT – (see **BENEFITS**)

DUES – Continuing membership fees paid or payable to the Association.

- **BACK DUES** – Dues paid or payable for accredited previous St. Paul service, outside service, or military service.
- **CURRENT DUES** – Dues withheld from salary paid or payable to a member for St. Paul service or on a creditable leave.

GOVERNMENTAL SERVICE – (see **SERVICE**)

LENGTH OF SERVICE PENSION – (see **BENEFITS**)

LICENSED – Qualified for teaching service as evidenced by possession of a state-issued license.

LIMITED SERVICE PENSION – (see **BENEFITS**)

MEMBERS – Teachers or former teachers who are paying or have paid dues to the Association and whose right to benefits has not been discharged in full.

- **ACTIVE MEMBERS** – Members actively engaged in St. Paul teaching service, employed by the Association or on a creditable leave and, in any case, paying current dues, and teachers on leave of absence.
- **INACTIVE MEMBERS** – Members who have ceased to be active members and who are or may become, entitled to receive benefits.
- **RETIRED MEMBERS** – Members retired from teaching service and receiving benefits.

MILITARY SERVICE – (see **SERVICE**)

OUTSIDE SERVICE – (see **SERVICE**)

PENSIONS – Length of service pensions, limited service pensions, deferred pensions, reversionary pensions, and disability pensions.

PREVIOUS ST. PAUL SERVICE – (see **SERVICE**)

RETIRED MEMBERS – (see **MEMBERS**)

REVERSIONARY PENSION – (see **BENEFITS**)

ST. PAUL SERVICE – (see **SERVICE**)

SERVICE – St. Paul service, previous St. Paul service, outside service, military service, governmental service, or any combination thereof.

- **ACCREDITED SERVICE** – Service which has been verified and accredited by the Association for purposes of determining dues and benefits.
- **GOVERNMENTAL SERVICE** – Service as an elected officer or member of any branch of the government of the City of St. Paul, or of the county of Ramsey, State of Minnesota, which requires a leave of absence from St. Paul service.
- **MILITARY SERVICE** – Teaching or non-teaching service as a member of any of the duly constituted armed forces of the United States in time of war or other emergency declared by proper authority.
- **OUTSIDE SERVICE** – Any service which Independent School District Number 625 recognizes in placing teachers on the salary schedule, prior to or in an interim between periods of St. Paul service, or service as a certified teacher in vocational classes conducted by the City on behalf of the United States government during World War II, or in the Ramsey County Home for Girls, or in schools maintained in any zone occupied

by the armed forces of the United States for children of the United States military or civilian personnel stationed in or near such zone, or as an exchange teacher in a foreign country for which no compensation is paid by the City of St. Paul.

- **PREVIOUS ST. PAUL SERVICE** - Service as a licensed teacher in the St. Paul Public Schools, prior to regular appointment, or in the Ramsey County Home School for Boys.
- **ST. PAUL SERVICE** - Service, while a member of the Association, as a licensed teacher in the St. Paul Public Schools, as a licensed teacher in the St. Paul Technical College or as a licensed teacher in a charter school located within the corporate limits of the city of St. Paul, as a licensed teacher on leave for which such service is accredited for purposes of determining dues and benefits, or as an employee of the Association.

TEACHER - A person employed by the Board of Independent School District Number 625, in the instructional, supervisory, or other essential professional staff, whose employment is dependent upon the possession of an appropriate license issued by the Minnesota State Board of Education.

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Minnesota Statutes 2011

Note: Minnesota Statutes may change with each legislative session. There were Statute changes in the 2012 Session. The St. Paul Teachers' Retirement Fund Association Coordinated Plan is described under State Statute. Therefore, this section provides a listing of the active statute references found on the Minnesota Legislature's website as updated by the Revisor's Office and posted online. Repealed and/or expired references are not included.

See the Minnesota Legislative website for detail at: www.leg.state.mn.us

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