

MASTER AGREEMENT

Between

**INDEPENDENT SCHOOL DISTRICT NO. 879
Delano, Minnesota**

And

**DELANO TEACHERS ASSOCIATION
Representing the teachers of the School District**

2017-2019

Effective through June 30, 2019

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ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 879, Delano, Minnesota, hereinafter referred to as the School District, and the Delano Teachers Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (P.E.L.R.A.) to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes Delano Teachers Association as the exclusive representative of teachers employed by Independent School District No. 879 which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working condition of the employees. "Terms and conditions of employment" do not include educational policies of the School District but are subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Teacher: The term "teacher" shall mean all persons as defined by Minn. Stat., Sec. 179A.03, Subd. 18.

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

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

Section 5. Immediate Family: The term "immediate family" shall mean father, mother, sister, brother, spouse, child, grandparent, grandchild, father-in-law or mother-in-law.

Section 6. Experience Credit: Any reference to a year of service or experience in this Agreement means a school year during which a teacher completes at least 120 days of service within the School District. In counting the number of days, days of paid leave shall be included, but days for which no pay is received shall be excluded.

ARTICLE IV SCHOOL DISTRICT RIGHTS

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

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District. The rights and responsibilities shall be executed by the School District in conformity with the provisions of this Agreement.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the educational and co-curricular services and duties prescribed by the School District in conformity with this Agreement and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly included herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 5. Notice of Assignment Change: The School District shall give written notice to any teacher whose assignment for the upcoming year is going to change from the previous year. Such notice shall be given within a reasonable time and in no case later than August 15 except under emergency conditions. Failure to provide notice hereunder does not relieve the teacher from assuming responsibility for the new assignment.

ARTICLE V TEACHER AND ASSOCIATION RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his or her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or

circumvent the rights of the exclusive representative; nor shall it be construed to require any teacher to perform labor or services against his or her will.

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

Section 3. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off for the exclusive representative, provided that dues check off and the proceeds thereof shall not be allowed any exclusive representative that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the exclusive representative during the period provided in said authorization.

Deductions may be terminated by the teacher by giving thirty (30) days written notice to the school business office and the exclusive representative to stop deductions. Deductions shall be made each month, for nine (9) months, and transmitted to the exclusive representative together with a list of names of the teachers from whom deductions were made.

Section 4. Right to Information: The exclusive representative shall have the right to obtain upon request information pertaining to the School District's budget, both present and proposed revenues and other financial information, including access to information relating to teacher compensation and lane or step placement.

Section 5. Legal Counsel: Upon the written request of a teacher against whom claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with employment of such teacher with the School District, the School District shall provide legal counsel in accordance with Minnesota Statutes section 123B.25.

Section 6. Personnel Files: Each teacher shall have the right, upon written request, to review the contents of his or her own personnel file during regular school business hours. A representative of the teacher's choice may, at the teacher's written request, accompany the teacher in this review. The teacher shall have the right to reproduce any of the contents of such files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein; provided, however, the School District may destroy such files as provided by law.

Teachers will be given copies of all materials to be placed in the teacher's personnel file which are not initiated by a request of the teacher. The teacher shall acknowledge having had an opportunity to review such material by affixing the teacher's signature thereto with the express understanding that such signature in no way indicates agreement with the contents thereof.

Section 7. Fair Share Fee: In accordance with M.S. 179A.06 Subd. 3, as amended, any teacher who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for service rendered as exclusive representative. The

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

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner of Mediation Services, the School District, and to each teacher to be assessed the fair share fee.

A challenge by a teacher or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Director of the Bureau of Mediation Services or Court. Any fair share challenge shall not be subject to the grievance procedure.

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

Section 8. Request for Transfer: Teachers shall have the right to request a transfer to a different class, building, or position. Such a request shall be made in writing, on forms furnished by the School District, one (1) copy of which shall be filed with the superintendent and one (1) copy shall be filed with the exclusive representative. The request shall set forth the reasons for transfer, the school, grade, or position sought, and the teacher's academic qualifications. Such requests may be renewed once each year to assure active consideration by the School District. The School District's judgment in filling positions shall be final.

The School District shall post all teaching vacancies as they occur, and will guarantee an interview to all or any currently employed teacher who has fulfilled the specifications in the preceding paragraph. The School District reserves the right to fill all positions with the person it determines to be best qualified for the position or for any other reason.

Section 9. Part Time Teacher Return to Full Time: Part time teachers who have previously been full time shall be entitled to teach full time if a full time teaching vacancy occurs in their area of licensure and if they request a transfer to full time teaching. If more than one (1) part time teacher requests a transfer to full time, the teacher with the greatest seniority shall be the teacher transferred to the full time position.

Section 10. School Mail: The Association shall have the right to use the District provided communication systems including the District's intra-district mail service, teacher mailboxes, and email to communicate with teachers in quantities which do not interfere with the regular school mail or electronic operations.

Section 11. Notice Posting: The District shall provide bulletin board space in each building for use by the Association in areas not normally accessible to students.

Section 12. Copy, Patent and Residual Rights: All teachers covered under this Agreement who produce tapes, publications, or other educational material shall retain full copy, patent and residual rights to such material, provided this material is produced on the teachers' own time without use of District equipment or materials.

Section 13. Honorarium for Supervising Teachers: In the event a college places a student teacher with a supervising teacher, the honorarium shall go to the supervising teacher.

Section 14. Preparation Time: Each full-time secondary and middle school teacher shall be provided with a minimum of 45 minutes per student contact day for the purpose of preparation time and each full-time elementary teacher will receive preparation time comparable to secondary and middle school teachers in blocks of no less than 25 minutes. Preparation periods are intended for classroom teachers. Excluded are counselors, social worker and other similar positions.

ARTICLE VI BASIC SCHEDULES AND RATES OF PAY

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

Lane advancement will be granted for qualified teachers in 2017-18 and in 2018-19.

Section 2. Status of Salary Schedule: The salary schedules are not to be construed as a part of a teacher's continuing contract. The School District will issue a notice of assignment to each teacher with the amount they expect to pay. The School District reserves the right to withhold increment advancement, lane changes, or any other salary increase for cause. The School District shall give fourteen (14) days' written notice prior to denying any salary increase, and such denial shall be subject to the grievance procedure. The School District reserves the right to grant additional pay to secure competent persons in critical fields.

If a successor Agreement is not executed prior to commencement of the 2018-2019 school year, each teacher shall be compensated according to the last notice of assignment executed between the teacher and the School District until such time as a successor Agreement is executed.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District. Credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree, except pre-BA credits applicable toward an MA degree shall apply on the MA lane.

Subd. 2 Prior Approval: All credits, including entrance into a Master's Degree program, in order to be considered for application on the salary schedule, must be approved by the School District in writing prior to the taking of the course or such program. Internet classes may be used for each lane change, subject to approval by the Superintendent.

Subd. 3. Successful Completion: All credits which are used for lane change shall have a grade of "B-" or higher. No credits will be accepted for lane change with a grade of "P" (Pass).

Subd. 4. Effective Dates: Individual contracts will be modified to reflect qualified lane changes two times each year as of September 15, or March 15, provided a transcript of qualified credits is submitted to the superintendent's office no later than the 15th of the month lane advancement is sought. Credits submitted after the 15th, even though otherwise qualifying, shall not be considered until the 15th of the next lane change month. If a transcript is not available by the 15th, other satisfactory evidence of successful completion of the course will be accepted pending the receipt of the transcript. Salary adjustment shall not be made until the official transcript is received.

Subd. 5. Advanced Degree Program: A teacher shall be paid on the master's degree/5th year degree lane, or higher degree lane only if the degree program is germane to the teaching assignment as approved by the School District and the degree program is approved in writing by the School District in advance.

Subd. 6. New Hires: At the time of initial employment, a teacher who has had teaching experience in other accredited school systems will be placed on the salary schedule as agreed between the School District and the teacher. The superintendent has complete discretion in determining whether credits will be accepted or considered for determining the lane placement of a new hire. To be considered for lane placement, credits must be germane to the subject area for which the teacher is being hired, and they must have been earned in graduate level courses.

Subd. 7. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and presently being paid.

Subd. 8. Part Time Teacher: Part time teachers shall be entitled to salary on a prorated basis.

Subd. 9. Regular Teacher as Substitute Teacher Salary: When a teacher uses his/her preparation period to take an absent teacher's class, he/she will have two options for compensation:

- A. To be paid at \$18 per period.
- B. After the accumulation of 8 full periods of subbing, the teacher may elect to take a day of paid leave subject to the selection of the day being mutually agreed to with the principal. For Purposes of this provision, a "period" is defined as 45 minutes. Eight full periods of subbing equates to 360 minutes. In considering the requested day, the principal shall weigh the following factors: availability of substitutes; expected absences of other faculty due to sickness; workshops or personal leave. Principals do have the right to defer the requested leave date if they feel that normal instruction is jeopardized. The option of taking a day of paid leave shall not exceed three days per year and must be taken in no less than one hour increments.

It is the teacher's responsibility to notify the school's bookkeeper of which option is to be elected. Any disputes regarding substitute pay or leave time will be resolved in favor of the record kept by the school's bookkeeper.

Subd. 10. Payroll Schedule: Teachers' salaries shall be paid on a schedule set by the school board. Teachers' salaries may be elected to be paid on a ten (10) or twelve (12) month basis, but any teacher electing a ten (10) month basis for the ensuing school year must notify the superintendent's office in writing of such selection no later than the second working day of the school year and may then not change it until the following school year. Teachers not returning to the school district the following year may receive their remaining checks on June 20 if they desire. Application for such early payment must be made to the superintendent's office in writing prior to June 1.

Subd. 11. Deduction: Whenever pay deduction is made for a teacher's unauthorized absence, the annual salary divided by the number of teacher's duty days shall be deducted for each day's absence. Whenever pay is deducted for less than a day's absence, the deduction shall be the daily rate of pay divided by eight (8) for each hour of unauthorized absence.

Subd. 12. Vocational License: A vocational license shall be equivalent to fifteen (15) college credits and may be applied by a teacher, if his or her teaching position requires a vocational license, toward any lane of the salary schedule.

Subd. 13. Credits Earned While on Leave: Upon returning to the School District, a teacher will be placed on the salary schedule subject to Section 3 Subd. 1 and 2 of this Article.

Section 4. Mileage Allowance: A per mile allowance shall be paid for use of personal cars authorized by the superintendent in connection with School District business. It is understood that this section shall not apply to normal commuting or commuting done in connection with extra-curricular assignments, but shall apply only to personnel who as part of their instructional assignment, must commute between school buildings within the District. The per mile rate shall be identical to the prevailing IRS rate.

Section 5. Career Increments:

Subd. 1. Full time teachers will receive a yearly career increment based on their years of experience in the School District using the following schedule:

2017-2018	2018-2019
\$1,603 after 15 years	\$1,660 after 15 years
\$2,651 after 18 years	\$2,744 after 18 years
\$3,692 after 21 years	\$3,821 after 21 years
\$4,731 after 24 years	\$4,896 after 24 years
\$5,788 after 27 years	\$5,991 after 27 years
\$6,811 after 30 years	\$7,050 after 30 years

These rates shall **not** be cumulative.

Subd 2. Career increments shall be granted if the preceding criterion is met, regardless of a teacher's placement on the salary schedule. In addition, solely for purposes of receiving a career increment under Article VI, Section 5, the Superintendent or a designee has discretion to grant additional years of experience to teachers upon hire. This provision is unrelated to, and will not impact, any teacher's placement on the salary schedule. Once granted, a career increment shall remain in effect until modified by an additional career increment.

Subd. 3. Military leave of absence shall be considered the same as years of employment for purposes of the career increment.

Subd. 4. Effective upon ratification of the 2015-2017 Contract, the District will grant up to three (3) years of experience, for career increment purposes only, to all current teachers in the District who had experience teaching in another public school district before being hired by this District. This provision is unrelated to, and will not impact, any teacher's placement on the salary schedule. The number of years of experience to be granted to a teacher will depend on the number of years the teacher worked in another public school district, as reflected in the teachers' personnel file. For example, a teacher whose personnel file shows that the teacher worked for one year in another public school district would receive one year of experience for career increment purposes only. As another example, a teacher whose personnel file shows that the teacher worked for seven years in another public school district would receive three years of experience for career increment purposes only.

Section 6. Contingency Pay:

Definition: Contingency pay is for additional activities deemed important for the district's core values and goals targeted to professional development and/or committee work. Each teacher will be paid .25% each year above current step and lane placement subject to meeting the following criteria:

- Teacher attended one (1) staff development academy class during the school year or

- Teacher served on a school sanctioned committee, task force, or advisory council or
- Any other mutually agreed upon duty or committee as determined by the teacher and building principal and/or appropriate administrator
- An additional .25% will be paid for a second academy class or sanctioned committee task force, advisory council or other mutually agreed upon duty or committee.

Proof of meeting contingency pay criteria shall be submitted by teacher and approved by applicable administrator. Such proof shall be submitted to the payroll department no earlier than January 1 of the current school year and no later than the last day of the current school year for payment in the current fiscal year. Only one contingency pay claim form may be submitted per year; if the teacher chooses only to apply for one .25% payment, then the claim form may be submitted any time after January 1 of the current school year, otherwise the claim form should be held until both contingency pay criteria have been met. Contingency pay proof submitted after the last day of school will not be paid. There will be a dispute resolution committee made up of two (2) negotiators, Superintendent of Schools, and affected building principal.

ARTICLE VII SUBSTITUTE TEACHERS

Section 1. Eligibility: Individuals hired as substitute teachers, who become public employees pursuant to PELRA, will have only those benefits described in this Article. A substitute teacher becomes a public employee and is eligible for unit membership on the 31st day (not necessarily continuous) of serving as a substitute for the same unit member. Qualification is non-continuing and must be renewed each year.

Section 2. Salary and Benefits:

Subd. 1. 0 - 30 days: Substitute teachers who work for less than 31 days in a single school year, for the same unit member (or for multiple teachers) will be paid at the daily substitute rates. Upon working 31 days for the same unit member, Subd. 2 will apply. Substitutes working under 31 days will receive no benefits outlined in the Master Agreement.

Subd. 2. 31 to 100 days: Substitute teachers who have worked at least 31 days, but not more than 100 days, in a single school year for the same unit member will be paid at BA lane, Step Probationary 1. Substitutes in this category (31-100 days) will receive no benefits outlined in the Master Agreement.

Subd. 3. 100 days - Ongoing: Substitute teachers who have worked 100 days or more in a single school year for the same unit member will be placed on the salary schedule (not to exceed Step Career 1). Substitutes in this category (100 days - on-going) will receive no benefits outlined in the Master Agreement.

Subd. 4. Regular Contract Employment: Substitute teaching time will not count toward regular contract employment; whether full-time or part-time.

**ARTICLE VIII
EXTRA COMPENSATION**

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

Section 2. Assignment of Extra-Curricular Duties: The School District may assign a teacher to extra-curricular assignments subject to established compensation for such services which exceed the teaching or non-teaching services prescribed in the basic contract. An assignment shall not be made without agreement of the teacher except where no qualified teacher is willing to assume the assignment. In such case, the assignment shall be only on a year to year basis by letter of assignment until a qualified teacher is available to accept the assignment. In the event that involuntary assignments are necessary, such assignments shall be rotated as equitably as practicable among the eligible staff and consideration shall be given to a teacher's training, experience, aptitude and teaching load.

Section 3. Department Facilitator:

Subd. 1. Faculty members serving as department facilitators will do so on the basis of mutual agreement between the individual teacher and the School District.

Subd. 2. Facilitators are strongly encouraged to continue as facilitator the year following purchasing of curriculum.

Subd. 3. The School District will provide guidance for and must approve the proposed yearly goals to be accomplished by each department facilitator. Payment will be made upon satisfactory completion of these goals. Payment may be made by one separate check no later than June. In the event the yearly goals are not satisfactorily met, the department facilitator will be notified in writing prior to the end of the year. Such notice shall include suggestions to remedy the situation so the compensation can be received by the facilitator.

Subd. 4. Salary stipends of facilitators will be as follows (subject to Subd. 3):

	<u>2017-19</u>
Facilitator	\$1,000.00
District Professional Development Chairperson	\$ 725.00

The salary stipends stated above are based on the following curriculum areas (number of stipends in parenthesis): Communications (3), Mathematics (3), Social Studies (3), Science (2), Health (1), Physical Education (1), Music (1), Visual Arts (2), World Languages (1), Family and Consumer Science (1), Business Education (1) and Industrial Technology, (1) for a total of 20 stipends. The School District may add to the number of facilitators as it deems necessary.

Any department desiring to utilize more facilitators than provided above shall divide the pay proportionally.

Subd. 5. In addition, department facilitators who agree to do summer curriculum writing shall be compensated for such writing as provided in Schedule D. When a department is in the curriculum review and revision year, every effort will be made to allow adequate time to complete the writing in the summer.

Section 4. 403b Defined Contribution:

Subd. 1. District is to provide a 403b matching option subject to IRS regulations and M.S. 356.24, subd. 1(5) II governing matching Tax-Sheltered Annuities (TSA). Said 403b shall be in the name of the employee and can be taken with the employee upon severance from the district.

A teacher who was employed by this School District as of May 30, 2001, and who has at least 18 years of full-time employment, with this District on the date his or her employment ends, shall receive a payment to his or her 403b post-retirement account in the amount of \$31,276, less any District 403b contribution/match that the teacher was eligible to receive during their entire term of employment, including related interest earnings on those contributions at an annual rate of 6% (whether or not the teacher actually participated in the 403b Contribution plan). This deduction would include any and all eligible years of contribution which were not accessed by the teacher. See Appendix 2 for the deduction schedule.

Subd. 2. Staff will be eligible for the 403b option following the completion of their 5th year of full-time employment as a teacher in this School District.

Subd. 3. Employees participating in the 403b matching program must contribute, each fiscal year, an amount at least equal to that listed in the chart below. The School District shall contribute a maximum of \$31,276 for any one employee. Any year in which a teacher chooses not to participate in this program, it cannot be made up at a later time. Each year's contribution is independent of the other and at the discretion of the employee.

6th year of experience	\$ 355
7th year of experience	\$ 355
8th year of experience	\$ 575
9th year of experience	\$ 690
10th year of experience	\$ 850
11th year of experience	\$ 850
12th year of experience	\$1,200
Each year thereafter*	\$1,200

*subject to the maximum district match of \$31,276

Subd. 4. Teachers employed by the Delano Public Schools as of May 30, 2001, with at least five years of experience, shall be "phased-into" this program, depending upon their years of experience in this district as of that date. The amount of annual district contribution, 403b

match, will increase according to the schedule as shown in Appendix 1. A Teacher shall remain in the same column of that schedule throughout the remainder of his/her career.

A teacher who was employed by this School District as of May 30, 2001 and who has at least 18 years of full-time employment with this District on the date his or her employment ends, shall receive a payment to his or her 403b post-retirement account in the amount of \$31,276, less any District 403b contribution/match that the teacher was eligible to receive during their entire term of employment, including related interest earnings on those contributions at an annual rate of 6% (whether or not the teacher actually participated in the 403b Contribution plan). This deduction would include any and all eligible years of contribution which were not accessed by the teacher. See Appendix 2 for the deduction schedule.

ARTICLE IX GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District. The exclusive representative shall be notified and afforded an opportunity to meet and confer regarding the selection of the specifications, carrier, and policy.

Section 2. Health and Hospitalization Insurance:

Subd. 1. The School District will make the following group health insurance plans available in 2017-2019, and the District will contribute the following amounts toward the cost of the premiums for these plans in 2017–2019:

Option A: Advantage Plan. From October 1, 2017 through August 31, 2018, the District will contribute up to six hundred fifty dollars and zero cents (\$650.00) per month toward the cost of the premium for each full-time employee who has selected single coverage under PEIP's Advantage Plan. From September 1, 2018 through June 30, 2019, the District will contribute up to six hundred sixty-two dollars and fifty cents (\$662.50) per month toward the cost of the premium for each full-time employee who has selected single coverage under PEIP's Advantage Plan. Alternatively, from October 1, 2017 through June 30, 2019, the District will contribute up to one thousand five hundred dollars and zero cents (\$1,500.00) per month toward the cost of the premium for each full-time employee who has selected family coverage under PEIP's Advantage Plan. The employee must pay any remaining premium costs by payroll deduction. The District will not make any contribution toward the cost of any deductible under PEIP's Advantage Plan.

Option B: Advantage Value Plan. From October 1, 2017 through August 31, 2018, the District will contribute up to six hundred fifty dollars and zero cents (\$650.00) per month toward the cost of the premium for each full-time employee who has selected single coverage under PEIP's Advantage Value Plan. From September 1, 2018 through June 30, 2019, the District will contribute up to six hundred sixty-two dollars and fifty cents (\$662.50) per month toward the cost of the premium for each full-time employee who has selected single coverage under PEIP's Advantage Value Plan. Alternatively, from October 1, 2017 through June 30, 2019, the District will contribute up to one thousand five hundred dollars and zero cents (\$1,500.00) per month toward the cost of the premium for each full-time employee who has selected

family coverage under PEIP's Advantage Value Plan. The employee must pay any remaining premium costs by payroll deduction. The District will not make any contribution toward the cost of any deductible under PEIP's Advantage Value Plan.

Option C: Advantage HSA Compatible Plan. From October 1, 2017 through August 31, 2018, the District will contribute up to four hundred thirty-six dollars and thirty-six cents (\$436.36) per month toward the cost of the premium for each full-time employee who has selected single coverage under PEIP's Advantage HSA Compatible Plan. From September 1, 2018 through June 30, 2019, the District will contribute up to four hundred twelve dollars and fifty cents (\$412.50) per month toward the cost of the premium for each full-time employee who has selected single coverage under PEIP's Advantage HSA Compatible Plan. Alternatively, from October 1, 2017 through June 30, 2019, the District will contribute up to one thousand ninety dollars and ninety cents (\$1,090.90) per month toward the cost of the premium for each full-time employee who has selected family coverage under PEIP's Advantage HSA Compatible Plan. The employee must pay any remaining premium costs by payroll deduction. In addition:

- a. For the period of October 1, 2017 through August 31, 2018, the District will contribute three thousand dollars and zero cents (\$3,000.00) to the VEBA or HSA account of each full-time employee who has selected single coverage under PEIP's Advantage HSA Compatible Plan, or six thousand dollars and zero cents (\$6,000.00) to the VEBA or HSA account of each full-time employee who selected family coverage under PEIP's Advantage HSA Compatible Plan. The District will make this payment to each employee's VEBA or HSA account in October 2017.
- b. For the period of September 1, 2018 through December 31, 2018, the District will contribute one thousand dollars and zero cents (\$1,000.00) to the VEBA or HSA account of each full-time employee who has selected single coverage under PEIP's Advantage HSA Compatible Plan, or two thousand dollars and zero cents (\$2,000.00) to the VEBA or HSA account of each full-time employee who selected family coverage under PEIP's Advantage HSA Compatible Plan. The District will make this payment to each employee's VEBA or HSA account in September 2018.
- c. For the period of January 1, 2019 through August 31, 2019, the District will contribute two thousand dollars and zero cents (\$2,000.00) to the VEBA or HSA account of each full-time employee who has selected single coverage under PEIP's Advantage HSA Compatible Plan, or four thousand dollars and zero cents (\$4,000.00) to the VEBA or HSA account of each full-time employee who selected family coverage under PEIP's Advantage HSA Compatible Plan. The District will make this payment to each employee's VEBA or HSA account in January 2019.

Subd. 2. Separation of Employment. If an employee selects the Advantage HSA Compatible Plan and separates from employment with the District for any reason before May 24, 2018, the employee must repay the District a proportionate amount of \$3,000 single or \$6,000 family contribution the District made to the employee's VEBA or HSA account for the eleven-month period of October 1, 2017 to August 31, 2018. Similarly, if an employee receives a single contribution or a family contribution to a VEBA or HSA account in September 2018 and January 2019, and the employee

separates from employment with the District for any reason before the last teacher duty day of the 2018-2019 school calendar, the employee must repay the District a proportionate amount of the \$3,000 single or \$6,000 contribution the District made to the employee's VEBA or HSA account for the twelve-month period of September 1, 2018 to August 31, 2019.

- a. The repayment will occur by payroll deduction from the employee's final paycheck. If the amount of the final paycheck is insufficient to cover the proportionate amount owed by the employee, the employee must submit a check to the District returning the amount owed within thirty calendar days.
- b. Each employee in the bargaining unit must sign a VEBA/HSA Funds Reimbursement Agreement. A copy of the Reimbursement Agreement is attached as Exhibit B.

Subd. 3. No Claims Against District. The District is not guaranteeing that any particular claim will be paid or covered by insurance, or that any specific amount will be paid out under any insurance policy. No grievance, claim, or cause of action may be brought against the District as the result of a denial of insurance benefits by the insurance carrier.

Subd. 4. Eligibility. If a part-time employee works twenty-five (25) or more hours per week and at least 100 days per year, the District will contribute a pro-rata share of the District contribution for a full-time employee for single coverage under PEIP's Advantage Plan, Advantage Value Plan, or Advantage HSA Compatible Plan, as selected by the employee, but the amount will be prorated based on the number of hours the part-time employee works. Alternatively, if such an employee selects family coverage, the District will contribute a pro-rata share of the District contribution for family coverage under the applicable PEIP plan.

Subd. 5. No Cash In Lieu. In no event shall a teacher receive cash in lieu of all or any part of the insurance premium as outlined in Subd. 1.

Subd. 6. Notice to Exclusive Representative. If the health insurance carrier proposes to make significant changes in the benefits provided to the employees covered by this Article, the employer will call for representatives of the employees to meet with the School District to discuss the proposed changes.

Subd. 7. Notice to Other Representatives. The School District, at its option, may call for representatives from any or all employee groups within the District who will be similarly affected by a proposed coverage change to attend any or all meetings scheduled under this section.

Section 3. Income Protection Insurance:

Subd. 1. The School District shall pay the full cost of the premium for disability income protection insurance that pays sixty-six and two-thirds percent (66 2/3%) of each eligible teacher's annual income following an absence of sixty (60) calendar days with a maximum gross monthly benefit of \$2,500.

Subd. 2. The School District shall contribute \$ 0.54 per \$100 of each teacher's salary per month (Year 1) and \$ 0.54 per \$100 of each teacher's salary per month (Year 2) toward the monthly premium. Any cost above this amount will be paid by the participating teachers.

Subd. 3. During the period a teacher is receiving LTD benefits, the School District shall continue to grant sick leave days at a rate of five (5) days per month, every month, until the teacher's accumulated sick leave is exhausted. If the LTD benefits are only received for part of a month, the five (5) sick days will be prorated based on the number of days LTD benefits were paid that month.

Subd. 4. Specifications for the L.T.D. insurance may be changed by mutual agreement.

Section 4. Term Life Insurance: The School District shall contribute up to \$10.08 per month (Year 1) and \$10.08 per month Year 2) toward the monthly premium toward the premium of \$74,700 of AD & D term life insurance of each eligible teacher.

Section 5. Dental Insurance:

Subd. 1. The School District shall contribute \$52.08/month, \$625 annual, toward the cost of family dental premiums and \$31.50/month, \$378 annual, toward the cost of single dental premiums. The School District will contribute on behalf of each part-time teacher who works 20 or more hours per week and at least 100 days per year an amount equal to that give a full-time teacher for single dental coverage and a pro-rata share of the family school district contribution.

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

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

Section 6. Duration of Insurance Contribution: A teacher is eligible for School District contributions as provided in this Article as long as the teacher is employed by the School District or is covered under the provision of Article IX, Section 8 of this contract. Upon termination of employment, all School District participation and contribution shall cease, effective on the last day of the final pay period, excluding those teachers who qualify for and participate in the Retiree Health Insurance Program.

Section 7. Claims against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is understood that no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Retiree Health Insurance:

Subd. 1. Teachers who have at least 18 years of full-time teaching service in this school district, are at least 55 years of age, and have retired from the teaching profession, shall be eligible to remain in the School District group health and hospitalization program.

Subd. 2. Teachers are requested to give written notice of retirement to the Payroll/Human Relations Coordinator's office by the close of business on April 15 of the school year in which the teacher elects to retire.

Subd. 3. Part-time teachers who have been teaching in this School District at least 18 years shall earn this benefit prorated by the number of net full-time years of teaching experience in this School District.

Subd. 4. A teacher who is terminated for cause by action of the School District is not eligible for this benefit.

Subd. 5. If the district employs two full-time teachers who are married and one spouse qualifies for health benefits under Subd. 1, 2 & 3 of this Section (Retiree Health Insurance) and the other spouse also has 18 years of full-time teaching experience in the School District and is at least 50 years old; both may continue insurance coverage subject to the conditions in Section 8, Subd. 6 of this article.

Subd. 6. Eligibility for any District contribution toward the cost of the premium for health and hospitalization insurance shall terminate when the retired teacher becomes eligible for Medicare or when the dollar cap in subdivision 7 has been reached, whichever comes first.

Subd. 7. This subdivision applies only to teachers who are eligible for retiree health insurance under Article IX, Section 8, subdivision 1 of this Agreement. For each retired teacher who is eligible for retiree health insurance but is not eligible for Medicare, the School District shall contribute toward the cost of the premium for group health and hospitalization insurance in the amount specified in Article IX, Section 2 for the option that is selected by the retired teacher. The Board's obligation to make any contribution toward the cost of the premium for group health and hospitalization insurance will cease as soon as the teacher becomes eligible for Medicare. Within three months after the date the teacher becomes eligible for Medicare, the District will pay to the State of Minnesota's Health Care Savings Plan, (HCSP) administered by the Minnesota State Retirement System (MSRS) an amount that is equal to the difference between fifty thousand dollars (\$50,000) and the total amount that the District contributed toward the cost of the premiums for retiree health insurance before the teacher became eligible for Medicare. The District's total contribution toward all post-employment insurance premiums and the Minnesota Post-Retirement Health Care Plan shall not exceed fifty thousand dollars (\$50,000) for any teacher under any circumstances. This paragraph is subject to the vested rights of retirees.

Subd. 8. Upon the death of a retiree who is eligible for Retiree Health Benefits under this section, the surviving spouse will be covered for single health insurance subject to the conditions in Section 8, Subd. 6 of this article.

ARTICLE X LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Each teacher shall be credited with sick leave at the rate of twelve (12) days each year of teaching service (pro-rata for part-time) in the employ of the School District. Sick leave shall be available for use at the beginning of the school calendar year. Teachers scheduled to work less than a full year will receive a pro-rated number of sick leave days.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per teacher.

Subd. 3. The School District shall grant sick leave when a teacher's illness or disability prevents his or her attendance at school and the performance of his or her duties. Up to 5 days per year of the teacher's accumulated sick leave may be used for the care of an immediate family member without seeing a doctor.

Sick leave may also be granted for major illness or surgery in the immediate family, which prevents the teacher's attendance and performance of duties on that day or days. The use of sick leave for major illness or surgery in the immediate family must involve the direct examination by a medical doctor, or for tests or treatment prescribed by a medical doctor and performed by qualified medical personnel for the day involved, unless the teacher elects to use sick days allowed by the preceding paragraph.

Subd. 4. The School District may require a teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the School District, based upon a reasonable interpretation of the physician's certificate or report.

Subd. 5. In the event that a medical certificate will be required, the teacher will be so advised within 14 calendar days of the teacher's return.

Subd. 6. Sick leave allowed shall be deducted from the teacher's credited sick leave days.

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

Subd. 8. A teacher who is unable to teach because of personal illness or disability and who has exhausted all accumulated sick leave shall be granted leave without pay to the end of the school year.

Section 2. Family Leave:

Subd. 1. A family leave may be granted by the School District subject to the provisions of this section. Family leave may be granted because of the need to prepare and/or provide parental care for a child or children of the teacher for an extended period of time.

Subd. 2. A teacher making application for family leave shall inform the superintendent in writing of the intention to take the leave at least three calendar months before commencement of the intended leave, except in emergency circumstances.

Subd. 3. If the reason for the family leave is occasioned by pregnancy, the teacher shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. If a teacher who has requested and been granted family leave because of pregnancy delivers prior to the scheduled beginning date of her family leave, she shall be eligible for sick leave in accordance with the provisions of Section 1 until the scheduled beginning date of her family leave. A teacher is not, however, eligible for sick leave benefits after the effective date of the family leave, unless otherwise permitted by law.

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

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

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

Subd. 6. A teacher returning from family leave shall be re-employed in a position in which he or she is licensed unless previously discharged or placed on unrequested leave.

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

Subd. 8. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on family leave shall not be counted in determining the completion of the probationary period.

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

Subd. 10. A teacher on family leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such

policies as the teacher wishes to retain, commencing with the beginning of the family leave. The right to continue participation in such group insurance policies, however, will terminate if the teacher does not return to the district pursuant to this section.

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

Subd. 12. Only one parent is eligible for family leave at any one time.

Section 3. Adoption Leave:

Subd. 1. Adoption leave shall be granted by the School District pursuant to applicable provisions of Section 2 and this Section.

Subd. 2. Upon learning of the date of adoption, the teacher shall submit a written application for adoption leave to the School District.

Subd. 3. Adoption leave will commence at the date of adoption and may be for a period of up to one year.

Subd. 4. Adoption leave with pay for the purpose of adopting a child shall be granted up to a total of ten days per child. The number of leave days taken shall be deducted from the teachers credited sick leave days.

Section 4. Personal Business Leave:

Subd. 1. Personal business leave shall be earned at the rate of two (2) days annually at full salary non-accumulative. Such leave shall be granted only for important personal business which cannot be attended to during non-duty hours.

Subd. 2. Teachers with 8 or more years of experience in the district with 60 or more days accumulated sick leave or 10 or more years of experience in the district shall earn a total of three (3) days annually in 2017-19.

Subd. 3. Personal business leave shall not be granted for any of the following:

- a) First or last day of school (pupil contact day);
- b) The day preceding or the day following a scheduled school vacation period;

The superintendent may grant exceptions.

Subd. 4. Teachers wishing to take a personal business leave day shall give the administration three (3) days' written notice, except in cases of emergency. Not more than five (5) teachers may be on personal business leave at any one time, unless authorized by the superintendent.

Subd. 5. Teachers who have not used their personal leave days by the end of the current school year will be paid for up to three of those days at the rate of one hundred dollars (\$100) per day.

Section 5. Professional Leave and Activities: Temporary leave at full salary for professional business necessitated by school position and related to the individual teacher's teaching or extra-curricular assignment shall be made available to teachers at the discretion of the building principal. Any teacher granted professional leave shall be entitled to reimbursement from the School District for travel, meals, lodging, and registration fees necessarily incurred in connection with such leave. Such expenses shall also be paid for attendance at professional activities during evenings or weekends when prior approval has been obtained from the School District.

Section 6. Extended Leave: Extended leave of absence without salary for such reasons as personal health, family illness, military service, full time campaign and/or election to public office shall be at the discretion of the School District.

Section 7. Leave for Selective Service Examination: Teachers called for selective service physical examination shall be excused without loss of pay for such purposes, not to be deducted from accumulated sick leave.

Section 8. Bereavement Leave: Bereavement leave with pay for a death in the immediate family, which includes step parents (for this section only), shall be granted up to a total of 5 days per incident. Bereavement leave with pay for deaths of brother-in-law, sister-in-law, daughter-in-law, son-in-law, shall be granted up to total of 3 days per incident. Bereavement leave with pay for deaths of an aunt, uncle, niece; nephew or spouse's grandparent shall be granted one (1) day per incident. In exceptional cases, bereavement leave not covered in those cases mentioned above may be approved by the building principal and deducted from sick leave.

Section 9. Sabbatical Leave:

Subd. 1. A sabbatical leave may be granted to teachers in the School District for the purpose of professional improvement subject to Minnesota Statutes section 122A.49.

Subd. 2. To be eligible for sabbatical leave an individual must have been employed at least six (6) years in the School District.

Subd. 3. Sabbatical leave for study shall be limited to an individual centering his or her study in his or her area of employment in the School District and shall not be used for retraining in a new area unless at the request of the School District.

Subd. 4. The proposed program of study must be approved in advance by the School District, and such program of study shall be in formal educational course credits.

Subd. 5. Applications for sabbatical leave shall be submitted in writing to the superintendent of schools at the earliest possible date, but in no case shall this be after January 1st of the year preceding the school year in which the leave is sought. The teacher applying for leave shall be notified of approval or non-approval within thirty (30) days of the deadline date.

Subd. 6. The number of teachers on sabbatical leave shall be limited to three teachers in any one year. The granting of sabbatical leave, however, is purely within the discretion of the

School District and the School District reserves the right to refuse to grant any and all sabbatical leaves, if, in the judgment of the School District, such leaves should not be granted.

Subd. 7. The allowance granted to a teacher on sabbatical leave shall be one-half (1/2) of the basic agreement salary (not including any extra-curricular pay) of the individual for the school term in which the application for sabbatical leave is made. The sabbatical leave stipend shall be paid to the teacher upon return to the School District. The lump sum payment shall be included in the first salary check issued to the teacher in the year following the end of the sabbatical leave.

Subd. 8. A teacher who is granted a sabbatical leave must return to teach in the School District for two (2) full years following the termination of leave. If the teacher's service is discontinued for any reason other than the individual's incapacity determined by the physician or by discontinuance of position by School District action pursuant to this Agreement, before the expiration of the two (2) years, the teacher shall pay back to the School District, in full, the sabbatical allowance which was provided.

Subd. 9. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the School District, including, but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

Subd. 10. The School District may grant sabbatical leave upon the condition that a satisfactory substitute can be secured by March 1 of the school year preceding the year for which leave is being requested.

Subd. 11. Upon completion of a sabbatical leave the individual shall be assigned to a position commensurate with the one the teacher occupied prior to the leave.

Subd. 12. A teacher on sabbatical leave shall retain such amount of sick leave days and other accrued benefits which the teacher had accrued, if any, at the time the teacher went on sabbatical leave for use upon his or her return pursuant to the sick leave policy. No additional sick leave shall accrue for the period of time that a teacher is on sabbatical leave.

Subd. 13. A teacher is eligible to continue his or her group insurance benefits, including School District contribution pursuant to Article VIII of this Agreement, providing the teacher makes arrangements to remit to the School District the teacher's share, if any, of any premiums on such benefits, as due.

Section 10. Status: Unless specifically provided otherwise herein, a teacher on unpaid leave of absence shall retain such amount of sick leave days, experience credit and other accrued benefits which the teacher had accrued, if any, at the time the teacher went on leave for use upon his or her return but shall not earn benefits while absent.

Section 11. Worker's Compensation:

Subd. 1. Upon the request of a teacher who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the

difference between the compensation received pursuant to the Worker's Compensation Act by the teacher and the teacher's regular rate of pay to the extent of the teacher's earned accrual of sick leave.

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

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

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

Subd. 5. A teacher who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this policy shall display his or her worker's compensation check at the school office prior to receiving payment from the School District for his or her absence.

Section 12. Jury Duty: Any teacher involuntarily called upon to serve as a juror in a federal or state court shall be granted a leave of absence by the School District for that purpose and for those days the teacher is required to be in Court. The teacher shall receive all pay and other benefits that would have accrued had he or she been teaching during the period of absence for jury duty, less all per diem allowance and expenses received for such duty.

Section 13. Association Leave:

Subd. 1. The School District shall afford time off to the officers or appointed representatives of the D.T.A. for the purpose of conducting the duties of the Association. For each year of the Agreement, the School District will offer the option of purchasing up to five (5) days at the current substitute daily rate of pay.

Subd. 2. The building principal must be notified of the prospective use of such leave at least two (2) days prior to the date of such leave.

Subd. 3. No individual teacher shall be entitled to more than two (2) days Association leave with the exception of the Association President.

Section 14. Short Term Leave Without Pay:

Subd. 1. The School District shall grant short term leaves without pay up to a maximum of fifteen (15) days District wide per year. The superintendent may grant exceptions in rare and unusual cases. For the purposes of this section, short term leaves of absence shall mean five (5) consecutive work days or fewer. A teacher on short term leave shall remain eligible for all group insurance benefits and School District premium contributions.

Subd. 2. Teachers wishing to take a short term leave without pay shall notify their building principal. Short term leaves shall be granted on a first come, first serve basis until the maximum number of fifteen days has been used. The teacher going on the leave agrees to prepare lesson plans for the substitute teacher for each day that the teacher will be on leave.

Subd. 3. A teacher will not be allowed to take more than five short term leave days without pay per school calendar year.

ARTICLE XI HOURS OF SERVICE

Section 1. Basic Duty Day: The basic teacher duty day shall be eight hours, inclusive of lunch. Teachers assigned to work in Title I programs or as a Basic Requirements Tutor may have different starting and ending times than most other teachers. This section is subject to the provisions of Article XI, Section 4. Teachers shall be allowed to leave 15 minutes prior to the end of the duty day each Friday.

Section 2. Part Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part time or casual basis.

Section 3. Lunch Period: Full-time teachers shall be provided a duty free lunch period of 25 minutes.

Section 4. Additional Activities: In addition to the basic school day, teachers may be required to participate in school activities beyond the basic teacher's day as are required by the School District. Such activities shall include, but not be limited to, student conferences, parent conferences and meetings called by the administration.

ARTICLE XII LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: The School Board shall establish the number of school days and teacher duty days for the next school year, and the teachers shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority as determined to conduct school. Teacher duty days for those teachers working the school year shall consist of 181 duty days.

Section 2. Emergency Closings: In the event of a student day or teacher day lost for any emergency, the teacher shall perform teaching or teaching-related duties on that day or other such day, in lieu thereof as the School District shall determine, if any.

Section 3. Meet and Confer: The exclusive representative shall be afforded an opportunity to meet and confer with the School District prior to adoption of the calendar and prior to making any change in the calendar after adoption.

Section 4. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of an energy shortage, severe weather, or other exigency, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the teachers shall perform duties on that day or such other day(s) in lieu thereof as the School District shall determine, if any.

Subd. 2. In the event the District does not schedule a make-up day for any day canceled under Article XII, Section 4, the Teacher shall have pay deducted at the full daily rate.

Subd. 3. In the event of an energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 4. Prior to modifying the scheduled length of the school day pursuant to Subd. 3 hereof, or scheduling more than two (2) makeup days pursuant to Subd. 1 hereof, the School District shall afford to the Association the opportunity to meet and confer on such matters.

Subd. 5. The School District may take action under this section whether the emergency conditions listed are officially declared by the state or federal government or whether state or federal officials merely recommend a change in the school day or school calendar.

ARTICLE XIII UNREQUESTED LEAVE AND SENIORITY LIST

Section 1. Purpose: This Article governs the placement of teachers on unrequested leave of absence (“ULA”).

Section 2. Definitions:

Subd. 1. License: In any year in which the School District is placing teachers on ULA, only those teaching licenses actually received by the Superintendent’s office as of January 1 of that year are considered for purposes of determining ULA within areas of licensure. A license filed after January 1 will be considered for purposes of reinstatement, but not for ULA.

Subd. 2. Teacher: For purposes of this Article, “teacher” means a member of the teachers’ bargaining unit who holds a valid license from the State of Minnesota to perform the particular service for which the person is employed by the District.

Subd. 3. Seniority: For purposes of this Article, “seniority” means the first day of actual service in the District. A teacher will retain seniority while on an approved leave of absence. A teacher will also retain seniority if the teacher’s employment is legally terminated by resignation or nonrenewal pursuant to Minnesota Statutes section 122A.40,

but the teacher is subsequently reinstated by action of the School Board without any interruption of service.

Subd. 4. Seniority Tiebreakers: In the case of equal seniority, the following criteria will be applied in the following order until the tie is broken: (a) years of service teaching in the District; (b) total graduate level credits beyond a bachelor's degree; (c) the District's consideration of performance, training, experience, skills in special assignments, and other factors deemed relevant to the District.

Subd. 5. Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on ULA while a probationary teacher is retained in a position for which the continuing contract teacher is licensed.

Section 3. Grounds for ULA: The District may place on ULA, without pay or fringe benefits, as many teachers as the District determines necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year.

Section 4. Placement on ULA: Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed in the inverse order of seniority. The District is not required to realign positions or transfer or reassign a more senior teacher to a different position in order to accommodate the seniority claim of a teacher who is being placed on ULA or is asserting a right of reinstatement.

Section 5. No Dropping of License: A teacher may not exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the District. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the District may place the teacher on ULA, and the teacher will have no bumping or reinstatement rights.

Section 6. Notification of Placement on ULA and Hearing Right: The District will provide written notice to all teachers who are being placed on ULA. The notice will state the applicable ground(s) for the action and will notify the teacher(s) of the right to request a hearing on the proposed placement within fourteen (14) calendar days from the receipt of the notice. A continuing contract teacher who is placed on ULA may request a hearing within fourteen (14) calendar days, if the teacher believes the District has failed to place teachers on ULA in the inverse order of seniority in the field(s) in which they are currently licensed. If timely requested, the hearing will be held before an independent hearing officer selected by the District. The failure to request a hearing within fourteen (14) calendar days will be deemed to be acquiescence to the District's action.

Section 7. Rights During Leave: Any teacher placed on ULA may engage in teaching or any other occupation while on ULA and may be receive unemployment compensation if otherwise eligible for such compensation under the law. The placement of a teacher on ULA will not result in a loss of seniority in the event the teacher is later reinstated.

Section 8. Reinstatement Rights: For a period of five (5) calendar years after being placed on ULA, teachers have a right to be reinstated, in the inverse order in which they were placed on ULA,

to the positions from which they were placed on ULA or, if not available, to vacant positions for which they are licensed. All reinstatement rights will automatically terminate after five (5) calendar years. The District may not employ a new teacher in a vacant position for which a teacher with reinstatement rights is qualified. Additionally, the District may not reinstate a teacher to a position for which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on ULA.

Section 9. Notification of Reinstatement: If a position becomes available for a teacher with reinstatement rights, the District will notify the teacher by United States mail or email using the last mailing address or email address the teacher provided to the District. The teacher will have fourteen (14) calendar days (as evidenced by the postmark or email) to notify the District, in writing, that the teacher is accepting or rejecting the offer of reinstatement. If written acceptance or rejection is not received by the District within fourteen (14) calendar days (as evidenced by the postmark or email), the teacher will be deemed to have waived the right to reinstatement and will forfeit any further reinstatement rights, unless the teacher is under contract with another school district at the time reinstatement notification is given, in which case reinstatement rights will continue for the five-year period. A full-time teacher on ULA does not forfeit the right to be reinstated to a full-time position by accepting or refusing to accept a part-time position with the District.

Section 10. Teacher Responsibilities on ULA. Teachers on ULA are responsible for notifying the District of any change of mailing or email address. In addition, teachers on ULA are responsible for notifying the District by April 1 of each year if the teacher is requesting reinstatement for the following school year. Any right to reinstatement will automatically terminate if a teacher on ULA fails to provide such notice by April 1.

Section 11. Seniority List: The District must annually post a seniority list (by name, date of employment, licensure, and qualification) in an official place in each school building in the District. The District will post the list in each building on or before November 15 of each school year. Any teacher who disagrees with his or her order of seniority on the list will have ten (10) calendar days from the date of posting to file a written objection and supply written documentation or other reliable evidence to the Superintendent's Office establishing that the seniority list is inaccurate. Within thirty (30) calendar days after publishing the initial seniority list, the District will evaluate any written objections to the seniority list and will make any changes the District deems warranted. The District will then publish a final seniority list, which will be conclusive and binding unless the objecting teacher timely files a grievance and establishes through arbitration that his or her placement on the list is inaccurate.

ARTICLE XIV

TITLE I AND EARLY CHILDHOOD FAMILY EDUCATION TEACHERS

Section 1. Salary: Title I, Assurance of Mastery and Early Childhood Family Education teachers shall be paid according to the hourly rate stated in Schedule E. Years of service will be recognized each year if the teacher has worked at least 55% of the previous year in this program. Title I and Early Childhood/Family Education teachers shall also be eligible for Contingency Pay subject to the provisions outlined in Article VI, Section 6.

Section 2. Leave of Absence:

Subd. 1. Sick Leave: Each teacher who qualifies under this Article shall be credited with sick leave at a rate of eleven (11) working days for the school year. Unused sick leave days may accumulate to a maximum credit of eighty (80) days sick leave per teacher. Sick leave shall be granted under the conditions set forth in Article X Section 1 Subd. 3 - 8.

Subd. 2. Family Leave: Each teacher shall be credited with family leave under the conditions set forth in Article X Section 2.

Subd. 3. Personal Leave: Each teacher shall be granted two (2) personal leave days per year under the conditions set forth in Article X Section 4. Subd. 2(a) and (b).

Subd. 4. Bereavement Leave: Each teacher shall be granted bereavement leave under the conditions set forth in Article IX Section 8.

Section 3. Unrequested Leave and Seniority List:

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

Subd. 2. No teacher qualified under this Article will be allowed to bump a regular classroom teacher.

Subd. 3. No regular classroom teacher will be allowed to bump a teacher qualified under this Article.

Subd. 4. All other provisions of Article XIII of this Agreement shall apply.

Section 4. New Teaching Positions: Teachers qualified under this Article who wish to make a formal application for a classroom teaching position shall be guaranteed an interview for such a position.

ARTICLE XV SUSPENSION WITHOUT PAY

Section 1. Without Pay: A teacher may be suspended without pay for good and sufficient reason. Any such suspension is subject to the grievance procedure.

Section 2. Notice: Suspension shall take effect upon the teacher's receipt of written notification from the superintendent of schools to the teacher, stating the grounds for suspension together with a statement that the teacher may make a written request for a hearing before the School Board to review the suspension within five (5) calendar days after receipt of such notification. If no hearing is requested within such five (5) calendar day period, it shall be deemed acquiescence by the teacher to the suspension.

Section 3. Hearing: If the teacher requests a hearing within the five (5) calendar day period the hearing shall take place within ten (10) calendar days after receipt of the request for hearing. The hearing shall be held before the School Board. The School Board reserves the right to affirm, reduce or reverse the suspension action. In the event the suspension is reversed or reduced, the teacher shall be compensated appropriately for any salary loss during the period of the suspension not affirmed by the School Board. The teacher shall be notified of the date, time and place of the hearing and the School Board shall issue its decision within (10) calendar days after the conclusion of the hearing.

Section 4. Effective Date: The suspension shall take effect upon receipt by the teacher of the written notice of suspension or shall take effect after receipt as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the Board.

Section 5. Grievance: The decision of the School Board shall be subject to the grievance procedure as provided in this Agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the superintendent within five (5) calendar days after receipt of the School Board's decision.

ARTICLE XVI MEET AND CONFER

Section 1. Rights: The exclusive representative and the School District shall meet and confer pursuant to M.S. 179A.08.

ARTICLE XVII GRIEVANCE PROCEDURE

Section 1. Definitions and Interpretations: For purposes of this Article, the following terms have the following meanings or interpretations:

Subd. 1. “Grievance” means an allegation by a teacher resulting in a dispute or disagreement between the teacher and the District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Subd. 2. “Day” means a working day. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time for purposes of this Article, the date of the act, event, or default for which the designated period of time begins to run will not be included. The last day of the period so computed will be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document will be timely if it bears a postmark of the United States mail within the time period or if it is hand-delivered within the time period.

Subd. 5. Waiver of Steps and Extension of Time Periods: If both parties agree in writing, Level One, Two and/or Three of the grievance procedures may be bypassed so the grievance may be brought directly to the next level. The parties may also agree in writing to extend the time periods stated in this Article.

Section 2. Time Limitation and Waiver: A grievance will not be valid for consideration unless it is submitted in writing to the supervising principal, setting forth the facts, the specific provision(s) of the Agreement allegedly violated, and the particular relief sought within twenty days after the grievance arose or should have reasonably become known to the teacher. Failure to file any grievance within such period will be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods stated in this Article will also constitute a waiver of the grievance.

Section 3. Adjustment of Grievance: The School Board and the teacher must attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner:

Subd. 1. Level I: An effort will first be made to adjust an alleged grievance informally between the teacher and the building principal. If the grievance is not resolved through informal discussions, the principal will give a written decision on the grievance to the parties involved within five days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved at Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is submitted in writing within five days after receipt of the Level I decision. If a grievance is properly appealed to the Superintendent, the Superintendent, or a designee, will set a time to meet with the teacher regarding the grievance within ten days after receipt of the appeal. Within five days after the meeting, the Superintendent or his/her designee will issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is submitted in writing within five days after receipt of the Level II decision. If a grievance is appealed to the School Board, one or more representatives of the School Board will set a time to hear the grievance within ten days after receipt of the appeal. Within ten days after the meeting, the representative(s) of the School Board will issue a decision in writing to the parties involved.

Subd. 4. Representative: The teacher, administrator, or School Board may be represented during any step of the procedure by a designee or representative of that party.

Section 4. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein will constitute a denial of the grievance, and the teacher may appeal it to the next level.

Section 5. Rights of Teachers to Participate: No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any organization representative, any member of the committee or any other participant in the grievance procedure by reason of such participation.

Section 6. Arbitration Procedures: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit to grievance arbitration must be in writing signed by the aggrieved party and representative. The request must be filed in the office of the Superintendent within ten days following the Level III decision.

Subd. 2. Prior Procedure Required: No grievance will be considered by the arbitrator if the grievance has not been first duly processed in accordance with the grievance procedure and appeal provision.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties will, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (BMS) to submit a list of arbitrators, providing such request is made within fifteen days after request for arbitration. The request will ask that the list be provided within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator within the time periods provided herein will constitute a waiver of the grievance.

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

Subd. 5. Decision: The decision by the arbitrator must be rendered within thirty calendar days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator will be final and binding upon the parties, as provided in P.E.L.R.A.

Subd. 6. Expenses: Each party must bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing will be made at the request of either party. The incurred expense will be borne by the requesting party. The parties will share equally fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator must not extend to proposed changes in terms

and conditions of employment as defined herein and contained in this written Agreement, nor will an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined above; nor will the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute the arbitrator will give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

Subd. 8. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, waives any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum, the teacher waives any right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further will be immediately waived. This section does not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XVIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations earlier than February 1, 2019.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Unless otherwise mutually agreed by the parties, any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

DELANO TEACHERS ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO. 879

DTA President

Chairman

DTA Secretary

Clerk

Chief Teacher Negotiator

Chief District Negotiator

Dated this _____ day of January, 2018

Dated this _____ day of January, 2018

**SCHEDULE A
District 879
2017-2018**

Career 12	50,839	57,971	60,672	63,378	66,075	68,780	71,466
Career 11	50,839	56,748	59,283	61,823	64,360	66,892	69,427
Career 10	50,284	53,723	56,093	58,465	60,836	63,208	65,577
Career 9	50,284	52,490	54,697	56,902	59,104	61,310	63,520
Career 8	49,217	51,256	53,297	55,340	57,379	59,419	61,457
Career 7	48,150	50,025	51,898	53,774	55,649	57,527	59,398
Career 6	47,081	48,788	50,498	52,206	53,919	55,629	57,339
Career 5	46,011	47,553	49,101	50,646	52,189	53,736	55,279
Career 4	44,940	46,319	47,703	49,081	50,460	51,839	53,221
Career 3	43,874	45,089	46,300	47,516	48,730	49,944	51,162
Career 2	42,802	43,855	44,901	45,953	47,002	48,049	49,101
Career 1	41,179	42,065	42,946	43,830	44,713	45,599	46,483
Probationary 3	40,111	40,831	41,545	42,265	42,985	43,707	44,424
Probationary 2	39,042	39,596	40,149	40,701	41,258	41,808	42,367
Probationary 1	37,971	38,360	38,749	39,138	39,528	39,914	40,305
STEP	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA+30

**SCHEDULE B
District 879
2018-2019**

Career 12	52,619	60,000	62,795	65,596	68,387	71,187	73,967
Career 11	52,619	58,734	61,358	63,987	66,612	69,233	71,857
Career 10	52,044	55,603	58,056	60,512	62,965	65,420	67,872
Career 9	52,044	54,327	56,611	58,894	61,173	63,456	65,744
Career 8	50,940	53,050	55,162	57,277	59,387	61,499	63,609
Career 7	49,835	51,775	53,714	55,656	57,596	59,540	61,477
Career 6	48,729	50,495	52,265	54,034	55,806	57,576	59,346
Career 5	47,622	49,217	50,819	52,419	54,015	55,617	57,214
Career 4	46,512	47,940	49,372	50,799	52,226	53,653	55,084
Career 3	45,410	46,667	47,921	49,179	50,435	51,692	52,953
Career 2	44,300	45,390	46,473	47,562	48,648	49,731	50,819
Career 1	42,620	43,537	44,449	45,364	46,278	47,195	48,110
Probationary 3	41,514	42,260	42,999	43,745	44,490	45,236	45,979
Probationary 2	40,408	40,982	41,554	42,126	42,702	43,271	43,849
Probationary 1	39,300	39,703	40,105	40,508	40,912	41,311	41,715
STEP	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA+30

**SCHEDULE C
 DELANO PUBLIC SCHOOLS
 2017 – 2019 EXTRA-CURRICULAR SALARY SCHEDULE**

<u>POSITION</u>	2017-2018	2018-2019
Computer Coordinator	5,186	5,368
Sr Annual Advisor	1,755	1,817
Paper Advisor	1,147	1,187
Junior Class Advisor	1,109	1,148
Student Council Advisor	1,114	1,153
Math League	1,290	1,335
Math League Assistant	666	689
Math League-Jr High	537	556
Middle School Annual	268	278
National Honor Society	1,313	1,359
Science Olympiad-MS Head	1,027	1,063
Science Olympiad-MS Assistant	959	993
Science Olympiad-HS Head	959	993
Science Olympiad-HS Assistant	896	928
WEB (Where Everybody Belongs DMS 5 th Orientation) and LINK (9 th orientation)	740	766
Webmaster	670	694
Dramatics		
Fall Play Director	2,460	2,547
Associate Director	1,494	1,546
Spring Musical Director	2,460	2,547
Musical Associate Director	1,494	1,546
Musical Choreographer	1,646	1,703
Instrumental Orchestra	2,155	2,230
One-Act Play	2,775	2,872
Vocal	1,962	2,030
Football		
Head Coach	3,878	4,014
Junior-Varsity Coach	2,135	2,210
Assistant Coach	2,611	2,703
Ninth Grade Coach	2,006	2,076
7 th & 8 th Grade Coaches	1,751	1,812
Basketball		
Head Coach	3,915	4,052
Assistant Coach	2,623	2,714
Junior Varsity	2,623	2,714

9th Grade Coach	2,314	2,395
7th & 8th Grade Coaches	1,807	1,870
Wrestling		
Head Coach	3,833	3,967
Assistant Coach	2,455	2,541
7 th & 8 th Grade Coach	1,666	1,725
Tennis		
Head Coach	3,053	3,160
Assistant Coach	1,937	2,005
7 th & 8 th Grade Tennis	1,408	1,458
Baseball		
Head Coach	3,723	3,854
Assistant Coach	2,287	2,367
Jr. Varsity Coach (or 10 th grade)	1,969	2,038
9th Grade Coach	1,724	1,785
7 th & 8 th Coach	1,570	1,625
Track		
Head Coach	3,723	3,854
Assistant Coach	2,287	2,367
7 th & 8 th Grade Coach	1,570	1,625
Volleyball		
Head Coach	3,833	3,967
Junior Varsity Coach	2,455	2,541
Ninth Grade Coach	2,062	2,134
7th and 8th Grade Coach	1,674	1,732
Cross Country		
Head Coach	3,378	3,497
Assistant Coach	2,026	2,097
Swim		
Head Coach	3,833	3,967
Junior Varsity Coach	2,455	2,541
Golf		
Head Coach	3,506	3,629
Asst/ 7 th & 8 th Grade Coach	2,250	2,329

Cheerleading	2,910	3,011
Dance Team	2,910	3,011
Softball		
Head Coach	3,723	3,854
Assistant Coach	2,287	2,367
Junior Varsity Coach	1,969	2,038
9th Grade Coach	1,724	1,785
7 th & 8 th Grade Coach	1,570	1,625
Gymnastics		
Head Coach	3,878	4,014
Assistant Coach	2,611	2,703
7 th & 8 th Grade Coach	1,751	1,812
Soccer		
Head Coach	3,378	3,497
Assistant Coach	2,026	2,097
7 th & 8 th Grade Coach	1,408	1,458
Hockey		
Head Coach	3,833	3,967
Assistant Coach	2,455	2,541
Jr. Varsity	2,107	2,181
Lacrosse		
Head Coach	3,053	3,160
Junior Varsity Coach	1,937	2,005

In addition to the base rates for the activities listed above, a teacher shall be entitled to an additional increment equal to 6.5% of said base rate for each year of experience in this School District in that activity. The maximum number of increments to be paid shall be eight (52%). The year following payment of the eighth increment for extra-curricular experience in the same activity, a longevity increment shall be paid in the following amounts:

	<u>17-18</u>	<u>18-19</u>		<u>17-18</u>	<u>18-19</u>
Head Coaches	\$417	432			
Assistant/JV Coaches	\$318	329	Advisors	\$226	234
7 th & 8 th Coaches	\$226	234	Math League	\$226	234
Head Drama	\$318	329	Speech	\$226	234
Associate Directors	\$226	234	Computer Coordinator	\$512	530

At the time of initial employment, a teacher who has had coaching (directing) experience in other school districts will be placed on the salary schedule as agreed between the School District and the teacher. The maximum prior experience that can be recognized for a new teacher shall be six years.

When a teacher moves up in a sport or activity (e.g., Assistant Coach to Head Coach or Associate Director to Director), that teacher will be given three - fourths (3/4) of his or her experience credit to apply to the new compensation figure. If the teacher moves up two levels (e.g. junior high coach to head varsity coach), that teacher will be given one - half (1/2) credit of his or her experience to apply to the new compensation figure. When a teacher moves to a lower position within a specific sport or activity, he or she will be allowed to retain all of their experience credit and apply it to the compensation allocated to the lesser position.

When a coach or director holds two positions in the same activity (e.g., musical director and choreographer) the person shall be paid the entire salary for the highest paying position and 1/2 the salary for the second position. Shared positions are not covered under this provision.

If an extra-curricular advisor / coach holds two positions simultaneously, within the same activity, they may be reimbursed for only 50% of the second position.

POSITION	2017-18	2018-19
Pep Band	\$2,500	\$2,587
Extra Vocal	\$1,526	\$1,579
Set Construction Fall Play	\$444	\$460
Spring Musical	\$449	\$465
One-Act Play	\$231	\$239
Chaperones	\$32.05 per event	\$33.17 per event
Ticket Seller	\$25.65 per event	\$26.54 per event
Timekeeper/Scorer	\$32.05 per event	\$33.17 per event
Announcer	\$32.05 per event	\$33.17 per event
Athletic Supervisor	\$51.29 per event	\$53.09 per event

**SCHEDULE D
 DELANO PUBLIC SCHOOL
 2017-2019**

<u>POSITION</u>	2017-18	2018-19
Summer School/WTC Teaching	30.00/hr	30.00/hr
Homebound Instruction – Outside of Duty Day	25.40/hr plus mileage	26.29/hr plus mileage
Targeted Services	27.51/hr	28.47/hr
Detention – After regular working hours	25.40/hr	26.29/hr
Homework Help	22.86/hr	23.66/hr
Kindergarten Round-Up	22.86/hr	23.66/hr
Counselor	22.86/hr	23.66/hr
School Nurse	22.86/hr	23.66/hr
Summer Band	22.86/hr	23.66/hr
Activities Director	22.86/hr	23.66/hr
Marching Band	22.86/hr	23.66/hr
Curriculum Writing (Teachers involved in this activity will do so on a volunteer basis)	30.00/hr	30.00/hr
Summer Computer Coordination (after 60 hours)	22.86/hr	23.66/hr
Curriculum Director / Staff Development	22.86/hr	23.66/hr
Staff Academy Teachers	24.89/hr	25.76/hr
Mentor Coordinator	\$2,488	\$2,575

SCHEDULE E
Delano Public Schools

TITLE I AND EARLY CHILDHOOD FAMILY EDUCATION
TEACHERS SALARY SCHEDULE

<u>Salary Type</u>	<u>2017-18</u>	<u>2018-19</u>
Degreed	\$24.91	\$25.79

A degreed instructor shall receive the following increases for the years of service indicated:

Year 1	\$0.30
Year 2	\$0.60
Year 3	\$0.91
Year 4	\$1.21
Year 5	\$1.56
Year 6	\$1.91
Year 7	\$2.26
Year 8	\$2.61
Year 9	\$2.96
After 10 years	\$0.40 per hour for each year

An additional stipend of \$3,371 for 2017-18 and \$3,489 for 2018-19 is to be given to the teacher who is assigned the Title I lead position. This person will perform duties beyond the primary duties of classroom instruction. If two teachers share this position equally, the stipend will also be shared equally.

APPENDIX 1
Delano Public Schools
403b Plan Phase-In Contributions

<u>Year</u>	<u>6th-9th Year</u>	<u>10th-13th Year</u>	<u>14th-17th Year</u>	<u>18th-21st Year</u>	<u>22nd & Up</u>
FY02	\$ 260	\$ 305	\$ 369	\$ 468	\$ 638
FY03	\$ 260	\$ 305	\$ 369	\$ 468	\$ 638
FY04	\$ 445	\$ 523	\$ 633	\$ 801	\$2,000
FY05	\$ 590	\$ 693	\$ 839	\$1,063	\$2,000
FY06	\$ 880	\$ 995	\$1,200	\$1,800	\$2,000
FY07	\$ 896	\$1,000	\$1,200	\$2,000	\$2,000
FY08	\$1,215	\$1,445	\$1,746	\$2,000	\$2,000
Thereafter*	\$1,215	\$1,445	\$1,780	\$2,000	\$2,000

* Subject to lifetime maximum of \$31,276

APPENDIX 2
Delano Public Schools
403b ANNUAL DISTRICT CONTRIBUTIONS PLUS INTEREST

Pay Year	District Contribution	District Int Earned	Total Value
1	\$355	\$11	\$366
2	\$355	\$33	\$753
3	\$575	\$62	\$1,391
4	\$690	\$104	\$2,185
5	\$850	\$157	\$3,191
6	\$850	\$217	\$4,258
7	\$1,200	\$292	\$5,750
8	\$1,200	\$381	\$7,331
9	\$1,200	\$476	\$9,007
10	\$1,200	\$576	\$10,783
11	\$1,200	\$683	\$12,666
12	\$1,200	\$796	\$14,662
13	\$1,200	\$916	\$16,778
14	\$1,200	\$1,043	\$19,021
15	\$1,200	\$1,177	\$21,398
16	\$1,200	\$1,320	\$23,918
17	\$1,200	\$1,471	\$26,589
18	\$1,200	\$1,631	\$29,420
19	\$1,200	\$1,801	\$32,421
20	\$1,200	\$1,981	\$35,602
21	\$1,200	\$2,172	\$38,975
22	\$1,200	\$2,374	\$42,549
23	\$1,200	\$2,589	\$46,338
24	\$1,200	\$2,816	\$50,354
25	\$1,200	\$3,057	\$54,612
26	\$1,200	\$3,313	\$59,124
27	\$1,200	\$3,586	\$63,908
28	\$1,200	\$3,870	\$68,978
29	\$1,201	\$4,175	\$74,354
	\$31,276		

APPENDIX 3
Delano Public Schools
403b ANNUAL DISTRICT CONTRIBUTIONS PLUS INTEREST
For Phased-In Staff as of May 30, 2001 for 2015-2017 contract

Contract Year	6-9 Years of Experience			10-13 Years of Experience			14-17 Years of Experience			18-21 Years of Experience			22+ Years of Experience		
	District Contr	District Int Earned	TOTAL VALUE	District Contr	District Int Earned	TOTAL VALUE	District Contr	District Int Earned	TOTAL VALUE	District Contr	District Int Earned	TOTAL VALUE	District Contr	District Int Earned	TOTAL VALUE
FY02	\$260	\$8	\$268	\$305	\$9	\$314	\$369	\$11	\$380	\$468	\$14	\$482	\$638	\$19	\$657
FY03	\$260	\$24	\$552	\$305	\$28	\$647	\$369	\$34	\$783	\$468	\$43	\$993	\$638	\$59	\$1,354
FY04	\$445	\$46	\$1,043	\$523	\$55	\$1,225	\$633	\$66	\$1,482	\$801	\$84	\$1,878	\$2,000	\$141	\$3,495
FY05	\$590	\$80	\$1,713	\$693	\$94	\$2,012	\$839	\$114	\$2,435	\$1,063	\$145	\$3,085	\$2,000	\$270	\$5,765
FY06	\$880	\$129	\$2,723	\$995	\$151	\$3,158	\$1,200	\$182	\$3,817	\$1,800	\$239	\$5,124	\$2,000	\$406	\$8,171
FY07	\$896	\$190	\$3,809	\$1,000	\$219	\$4,377	\$1,200	\$265	\$5,282	\$2,000	\$367	\$7,492	\$2,000	\$550	\$10,721
FY08	\$1,215	\$265	\$5,289	\$1,445	\$306	\$6,128	\$1,746	\$369	\$7,397	\$2,000	\$510	\$10,001	\$2,000	\$703	\$13,424
FY09	\$1,215	\$354	\$6,858	\$1,445	\$411	\$7,984	\$1,780	\$497	\$9,675	\$2,000	\$660	\$12,661	\$2,000	\$865	\$16,289
FY10	\$1,215	\$448	\$8,521	\$1,445	\$522	\$9,951	\$1,780	\$634	\$12,089	\$2,000	\$820	\$15,481	\$2,000	\$1,037	\$19,327
FY11	\$1,215	\$548	\$10,283	\$1,445	\$640	\$12,037	\$1,780	\$779	\$14,647	\$2,000	\$989	\$18,470	\$2,000	\$1,220	\$22,546
FY12	\$1,215	\$653	\$12,152	\$1,445	\$766	\$14,247	\$1,780	\$932	\$17,360	\$2,000	\$1,168	\$21,638	\$2,000	\$1,413	\$25,959
FY13	\$1,215	\$766	\$14,132	\$1,445	\$898	\$16,591	\$1,780	\$1,095	\$20,234	\$2,000	\$1,358	\$24,996	\$2,000	\$1,618	\$29,577
FY14	\$1,215	\$884	\$16,232	\$1,445	\$1,039	\$19,074	\$1,780	\$1,267	\$23,282	\$2,000	\$1,560	\$28,556	\$2,000	\$1,835	\$33,411
FY15	\$1,215	\$1,010	\$18,457	\$1,445	\$1,188	\$21,707	\$1,780	\$1,450	\$26,512	\$2,000	\$1,773	\$32,329	\$2,000	\$2,065	\$37,476
FY16	\$1,215	\$1,144	\$20,816	\$1,445	\$1,346	\$24,498	\$1,780	\$1,644	\$29,936	\$2,000	\$2,000	\$36,329	\$2,000	\$2,309	\$41,785
FY17	\$1,215	\$1,285	\$23,316	\$1,445	\$1,513	\$27,456	\$1,780	\$1,850	\$33,566	\$2,000	\$2,240	\$40,569	\$2,000	\$2,567	\$46,352
FY18	\$1,215	\$1,435	\$25,967	\$1,445	\$1,691	\$30,592	\$1,780	\$2,067	\$37,413	\$2,000	\$2,494	\$45,063	\$2,000	\$2,841	\$51,193
FY19	\$1,215	\$1,594	\$28,776	\$1,445	\$1,879	\$33,916	\$1,780	\$2,298	\$41,492	\$2,000	\$2,764	\$49,827			
FY20	\$1,215	\$1,763	\$31,754	\$1,445	\$2,078	\$37,439	\$1,780	\$2,543	\$45,814	\$676	\$3,010	\$53,513			
FY21	\$1,215	\$1,942	\$34,911	\$1,445	\$2,290	\$41,174	\$1,780	\$2,802	\$50,397						
FY22	\$1,215	\$2,131	\$38,257	\$1,445	\$2,514	\$45,132	\$1,780	\$3,077	\$55,254						
FY23	\$1,215	\$2,332	\$41,804	\$1,445	\$2,751	\$49,329									
FY24	\$1,215	\$2,545	\$45,563	\$1,445	\$3,003	\$53,777									
FY25	\$1,215	\$2,770	\$49,549	\$1,445	\$3,270	\$58,492									
FY26	\$1,215	\$3,009	\$53,773	\$1,445	\$3,553	\$63,490									
FY27	\$1,215	\$3,263	\$58,251												
FY28	\$1,215	\$3,531	\$62,997												
FY29	\$1,215	\$3,816	\$68,029												
FY30	\$1,215	\$4,118	\$73,362												
TOTAL	\$31,276			\$31,276			\$31,276			\$31,276			\$31,276		

