

# **MASTER AGREEMENT**

**Between**

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

**And**

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

**2013-2015**

**Effective through June 30, 2015**

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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 2013-2014 and wages and salaries reflected in Schedule B, attached hereto, shall be part of this Agreement for 2014-2015.

Lane advancement will be granted for qualified teachers in 2013-14 and in 2014-15.

**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 2014-2015 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. 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:

<b>2013-14</b>	<b>2014-15</b>
\$1,457 after 15 years	\$1,471 after 15 years
\$2,410 after 18 years	\$2,432 after 18 years
\$3,357 after 21 years	\$3,387 after 21 years
\$4,302 after 24 years	\$4,340 after 24 years
\$5,263 after 27 years	\$5,310 after 27 years
\$6,193 after 30 years	\$6,249 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. 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.

**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 that 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 that 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 2013-2015 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 complete the curriculum revision and implementation years.

**Subd. 3.** The School District 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>2013-2015</u>
Curriculum follow-up and other years (years 1, 5, 6)	\$500.00
Curriculum pre-writing year (year 2)	700.00
Curriculum review and revision year (year 3)	1,000.00
Curriculum post writing year (year 4)	900.00
Staff Development Team Chairperson	500.00

The salary stipends stated above are based on the following curriculum areas (number of stipends in parenthesis): Communications (3), Mathematics (2), Social Studies (2), Science (2), Health (1), Physical Education (1), Music (1), Visual Arts (2), World Languages (1), Family and Consumer Science (1), and Industrial Technology, (1) for a total of 17 stipends.

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 2013-2015, and the District will contribute the following amounts toward the cost of the premiums for these plans in 2013-2015:

- Option A: 82.5% toward the cost of the \$200 CMM family health and hospitalization policy; 90% toward the cost of the \$200 CMM single health and hospitalization policy.
- Option B: 2013-14 Up to \$6,441 toward the cost of single coverage under VEBA:  
2014-15 Up to \$6,867 toward the cost of single coverage under VEBA
- Option C: 2013-14 Up to \$16,003 toward the cost of family coverage under VEBA:  
2014-15 up to \$16,611 toward the cost of family coverage under VEBA

The School District shall contribute on behalf of each part-time teacher who works twenty-five (25) or more hours per week and at least 100 days per year, an amount equal to that given a full-time teacher for single health and hospitalization and a pro-rata share of the family school district contribution.

Effective July 1, 2009, all newly hired teachers are required to join the Variable Employees' Benefit Association (VEBA) Plan.

**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.

**Subd. 4.** 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. 5.** 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 long term 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 shall earn a total of three (3) days annually in 2013-15.

**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 current substitute teacher daily rate of pay.

**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 cancelled 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. Unrequested Leave:** The parties have failed to reach agreement on an unrequested leave of absence policy and therefore recognize that they are governed by Minnesota Statutes Section 122A.40 pertaining to unrequested leave.

**Section 2. Equal Seniority:** If two teachers have equal seniority, selection of the teacher to be discontinued shall be determined by the School District based upon criteria including: performance, training, experience, skills in special assignments, and other relevant factors.

**Section 3. Seniority List:** The School District shall promulgate a seniority list of all continuing contract teachers in the District by October 1 of each school year. The seniority list shall be based on the number of years of service in the District. A teacher who disputes his or her standing on the list may process a grievance pursuant to the grievance procedure only based on the same facts.

**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.

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**ARTICLE XVII  
GRIEVANCES**

**Section 1. Grievance Procedure:** The parties acknowledge that they have been unable to agree upon a procedure for the administering of grievances, and therefore recognize the grievance procedure as promulgated by the Director of the Bureau of Mediation Services pursuant to M.S. 179A.04, Subd. 3, clause (h).

**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, 2013 through June 30, 2015, 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, 2015, it shall give written notice of such intent no later than May 1, 2015. Unless otherwise mutually agreed, the parties shall not commence negotiations earlier than February 1, 2015.

**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.

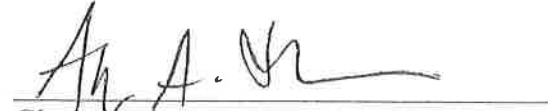
**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

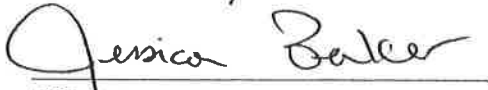
IN WITNESS THEREOF, the parties have executed this Agreement as follows:

DELANO TEACHERS ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO. 879

  
DTA President

  
Chairman

  
DTA Secretary

  
Clerk

  
Chief Teacher Negotiator

  
Chief District Negotiator

Dated this \_\_\_\_\_ day of September, 2013

Dated this 27 day of September, 2013

**SCHEDULE A  
District 879  
2013-2014**

<b>Career 12</b>	46,223	52,707	55,162	57,624	60,076	62,534	64,976
<b>Career 11</b>	46,223	51,596	53,900	56,210	58,515	60,817	63,123
<b>Career 10</b>	45,718	48,845	50,999	53,156	55,313	57,468	59,622
<b>Career 9</b>	45,718	47,724	49,730	51,735	53,737	55,742	57,752
<b>Career 8</b>	44,748	46,602	48,457	50,315	52,169	54,024	55,877
<b>Career 7</b>	43,777	45,482	47,185	48,891	50,596	52,303	54,004
<b>Career 6</b>	42,806	44,358	45,912	47,466	49,022	50,578	52,132
<b>Career 5</b>	41,833	43,235	44,642	46,048	47,450	48,858	50,260
<b>Career 4</b>	40,860	42,113	43,370	44,625	45,878	47,132	48,388
<b>Career 3</b>	39,890	40,995	42,096	43,201	44,306	45,410	46,517
<b>Career 2</b>	38,915	39,873	40,824	41,781	42,734	43,687	44,642
<b>Career 1</b>	37,440	38,246	39,047	39,850	40,654	41,458	42,262
<b>Probationary 3</b>	36,469	37,124	37,772	38,427	39,082	39,738	40,391
<b>Probationary 2</b>	35,496	36,001	36,503	37,005	37,511	38,012	38,519
<b>Probationary 1</b>	34,523	34,877	35,230	35,583	35,939	36,290	36,645
<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60/MA</b>	<b>MA+15</b>	<b>MA+30</b>



**SCHEDULE B  
District 879  
2014-2015**

<b>Career 12</b>	46,639	53,181	55,659	58,142	60,616	63,097	65,561
<b>Career 11</b>	46,639	52,060	54,385	56,715	59,042	61,365	63,691
<b>Career 10</b>	46,129	49,284	51,458	53,635	55,810	57,985	60,159
<b>Career 9</b>	46,129	48,153	50,178	52,201	54,221	56,244	58,272
<b>Career 8</b>	45,151	47,022	48,893	50,768	52,638	54,510	56,380
<b>Career 7</b>	44,171	45,892	47,610	49,331	51,051	52,774	54,490
<b>Career 6</b>	43,191	44,757	46,325	47,893	49,464	51,033	52,601
<b>Career 5</b>	42,210	43,624	45,044	46,462	47,877	49,297	50,712
<b>Career 4</b>	41,227	42,492	43,761	45,026	46,291	47,556	48,824
<b>Career 3</b>	40,249	41,364	42,475	43,590	44,704	45,818	46,935
<b>Career 2</b>	39,266	40,232	41,192	42,157	43,119	44,080	45,044
<b>Career 1</b>	37,777	38,590	39,398	40,208	41,019	41,832	42,643
<b>Probationary 3</b>	36,797	37,458	38,112	38,773	39,434	40,096	40,754
<b>Probationary 2</b>	35,816	36,325	36,832	37,338	37,849	38,354	38,866
<b>Probationary 1</b>	34,834	35,191	35,547	35,904	36,262	36,617	36,975
<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60/MA</b>	<b>MA+15</b>	<b>MA+30</b>

**SCHEDULE C  
 DELANO PUBLIC SCHOOLS  
 2013-2015 EXTRA-CURRICULAR SALARY SCHEDULE**

<u>POSITION</u>	<u>2013-14</u>	<u>2014-15</u>
Computer Coordinator	4,715	4,758
Sr Annual Advisor	1,596	1,610
Paper Advisor	1,042	1,052
Junior Class Advisor	1,008	1,017
Student Council Advisor	1,013	1,022
Math League	1,173	1,183
Math League Assistant	606	611
Math League-Jr High	489	493
Middle School Annual	243	246
National Honor Society	1,194	1,205
Science Olympiad-MS Head	933	942
Science Olympiad-MS Assistant	873	880
Science Olympiad-HS Head	873	880
Science Olympiad-HS Assistant	815	822
WEB (Where Everybody Belongs DMS 5 <sup>th</sup> Orientation ) and LINK (9 <sup>th</sup> orientation)	673	679
Webmaster	609	615
<b>Dramatics</b>		
Fall Play Director	2,237	2,257
Associate Director	1,358	1,371
Spring Musical Director	2,237	2,257
Musical Associate Director	1,358	1,371
Musical Choreographer	1,497	1,510
Instrumental Orchestra	1,959	1,977
One-Act Play	2,523	2,546
Vocal	1,784	1,800
<b>Football</b>		
Head Coach	3,526	3,558
Junior-Varsity Coach	1,941	1,959
Assistant Coach	2,374	2,395
Ninth Grade Coach	1,824	1,840
7 <sup>th</sup> & 8 <sup>th</sup> Grade Coaches	1,592	1,606

Basketball		
Head Coach	3,560	3,592
Assistant Coach	2,385	2,406
Junior Varsity	1,941	1,959
9th Grade Coach	2,104	2,123
7th & 8th Grade Coaches	1,643	1,658
Wrestling		
Head Coach	3,485	3,516
Assistant Coach	2,232	2,252
7 <sup>th</sup> & 8 <sup>th</sup> Grade Coach	1,515	1,529
Tennis		
Head Coach	2,776	2,801
Assistant Coach	1,761	1,777
7 <sup>th</sup> & 8 <sup>th</sup> Grade Tennis	1,281	1,292
Baseball		
Head Coach	3,386	3,416
Assistant Coach	2,080	2,098
Jr. Varsity Coach (or 10 <sup>th</sup> grade)	1,790	1,806
9th Grade Coach	1,568	1,582
7 <sup>th</sup> & 8 <sup>th</sup> Coach	1,428	1,441
Track		
Head Coach	3,386	3,416
Assistant Coach	2,080	2,098
7 <sup>th</sup> & 8 <sup>th</sup> Grade Coach	1,428	1,441
Volleyball		
Head Coach	3,485	3,516
Junior Varsity Coach	2,232	2,252
Ninth Grade Coach	1,876	1,892
7th and 8th Grade Coach	1,521	1,535
Cross Country		
Head Coach	3,071	3,099
Assistant Coach	1,841	1,858

Golf			
	Head Coach	3,189	3,217
	Assistant and 7 <sup>th</sup> and 8 <sup>th</sup> Grade Coach	2,045	2,064
Cheerleading		2,645	2,669
Dance Team		2,645	2,669
Softball			
	Head Coach	3,386	3,416
	Assistant Coach	2,080	2,098
	Junior Varsity Coach	1,790	1,806
	9 <sup>th</sup> Grade Coach	1,568	1,582
	7 <sup>th</sup> & 8 <sup>th</sup> Grade Coach	1,428	1,441
Gymnastics			
	Head Coach	3,526	3,558
	Assistant Coach	2,374	2,395
	7 <sup>th</sup> & 8 <sup>th</sup> Grade Coach	1,592	1,606
Soccer			
	Head Coach	3,071	3,099
	Assistant Coach	1,841	1,858
	7 <sup>th</sup> & 8 <sup>th</sup> Grade Coach	1,281	1,292
Hockey			
	Head Coach	3,485	3,516
	Assistant Coach	2,232	2,252
	Jr. Varsity	1,916	1,933

**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>13-14</u>	<u>14-15</u>		<u>13-14</u>	<u>14-15</u>
			7 <sup>th</sup> & 8 <sup>th</sup> Coaches	\$205	207
Computer Coordinator	\$466	470	Associate Directors	\$205	207
Head Coaches	\$380	383	Advisors	\$205	207
Assistant/JV Coaches	\$290	292	Math League	\$205	207
Head Drama	\$290	292	Speech	\$205	207

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.

<u>POSITION</u>	<u>2013-14</u>	<u>2014-15</u>
Pep Band	\$2,273	\$2,293
Extra Vocal	\$1,388	\$1,400
Set Construction Fall Play	\$403	\$407
Spring Musical	\$408	\$412
One-Act Play	\$210	\$212
Chaperones	\$29.13per event	\$29.40 per event
Ticket Seller	\$23.32per event	\$23.53 per event

Timekeeper/Scorer	\$29.13 per event	\$29.40 per event
Announcer	\$29.13 per event	\$29.40 per event
Athletic Supervisor	\$46.64 per event	\$47.06 per event

**SCHEDULE D  
DELANO PUBLIC SCHOOL  
2013-2015**

<u>POSITION</u>	<u>2013-14</u>	<u>2014-15</u>
Summer School/WTC Teaching	25.00/hr	25.23
Homebound Instruction - Outside of Duty Day	23.09/hr plus mileage	23.30
Targeted Services	25.00/hr	25.23
Detention	23.09/hr after regular working hours	23.30
Homework Help	20.78/hr	20.97
Kindergarten Round-Up	20.78/hr	20.97
Counselor	20.78/hr	20.97
School Nurse	20.78/hr	20.97
Summer Band	20.78/hr	20.97
Activities Director	20.78/hr	20.97
Marching Band	20.78/hr	20.97
Curriculum Writing (Teachers involved in this activity will do so on a volunteer basis)	20.78/hr	20.97
Summer Computer Coordination (after 60 hours)	20.78/hr	20.97
Curriculum Director / Staff Development	20.78/hr	20.97
Staff Academy Teachers	22.63/hr	22.84
Mentor Coordinator	\$2,262	\$2,283

**SCHEDULE E**  
**Delano Public Schools**

**TITLE I AND EARLY CHILDHOOD FAMILY EDUCATION**  
**TEACHERS SALARY SCHEDULE**

<u>Salary Type</u>	<u>2013-14</u>	<u>2014-15</u>
Degreed	\$22.86	\$22.86

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 \$3,065 for 2013-14 and \$3,093 for 2014-15 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>6<sup>th</sup>-9<sup>th</sup> Year</u>	<u>10<sup>th</sup>-13<sup>th</sup> Year</u>	<u>14<sup>th</sup>-17<sup>th</sup> Year</u>	<u>18<sup>th</sup>-21<sup>st</sup> Year</u>	<u>22<sup>nd</sup> &amp; 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**

<b>Pay Year</b>	<b>District Contribution</b>	<b>District Int Earned</b>	<b>Total Value</b>
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 2013-2015 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		TOTAL		District		TOTAL		District		TOTAL		District		TOTAL		District		TOTAL	
	Contr	Int Earned	VALUE		Contr	District Int Earned	VALUE		Contr	District Int Earned	VALUE		Contr	District Int Earned	VALUE		Contr	District Int Earned	VALUE	
FY02	\$260	\$8	\$268	\$305	\$9	\$314	\$369	\$11	\$380	\$468	\$14	\$482	\$638	\$19	\$657		\$638	\$19	\$657	
FY03	\$260	\$24	\$552	\$305	\$28	\$647	\$369	\$34	\$783	\$468	\$43	\$993	\$638	\$59	\$1,354		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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		\$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	\$2,240	\$40,569	\$2,000	\$2,309	\$41,785		\$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	\$2,494	\$45,063	\$2,000	\$2,567	\$46,352		\$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	\$2,764	\$49,827	\$2,000	\$2,841	\$51,193		\$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	\$3,010	\$53,513	\$2,000				\$2,000			
FY20	\$1,215	\$1,763	\$31,754	\$1,445	\$2,078	\$37,439	\$1,780	\$2,543	\$45,814	\$676										
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																	
<b>TOTAL</b>	<b>\$31,276</b>			<b>\$31,276</b>			<b>\$31,276</b>			<b>\$31,276</b>			<b>\$31,276</b>			<b>\$31,276</b>				<b>\$31,276</b>