

**INDEPENDENT SCHOOL DISTRICT NO. 0345
NEW LONDON, MINNESOTA**

&

EDUCATION MINNESOTA NEW LONDON-SPICER

MASTER AGREEMENT



Effective Dates: July 1, 2023 through June 30, 2025

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ARTICLE I - PURPOSE

Section 1. Parties:

This Agreement is entered into between Independent School District No. 345 (School District) and the Education Minnesota New London-Spicer (Exclusive Representative or Association) pursuant to and in compliance with the [Public Employment Labor Relations Act of 1971](#), as amended (PELRA) to provide the terms and conditions of employment for teachers for the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

In accordance with [PELRA](#), the School District recognizes the Association as the exclusive representative of teachers employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by [PELRA](#) and as described in the provisions of this Agreement.

Section 2. Appropriate Unit:

The Association shall represent all the teachers of the School District as defined in this Agreement and in said Act.

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment:

The terms and conditions of employment mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the District's personnel policies affecting the working conditions of the teachers. In the case of teachers, the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of [PELRA](#) regarding the rights of public employees and the scope of negotiations.

Section 2. Teacher:

The word "teacher" shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees and such other employees excluded by law.

Section 3. School District:

Any reference to the School District in this Agreement shall mean the School Board or its designated representative(s).

Section 4. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined in the [PELRA](#).

Section 5. Contract Years:

Any reference to Year 1 shall mean 2023-2024 and any reference to Year 2 shall mean 2024-2025 in this Agreement.

Section 6. Part-Time Teachers:

Benefits described within this contract shall be administered at a prorated basis based on their FTE.

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 District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Effect of Laws, Rules, and Regulations:

The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be subject to School Board rules, regulations, directives and orders issued by properly designated officials of the School District. Any provision of this Agreement found to be in violation of any laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 3. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein, and all management rights and functions not expressly delegated in this Agreement are reserved to the School District.

Section 4. School Board 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 is to provide educational opportunities for the students of the School District.

ARTICLE V - TEACHER RIGHTS

Section 1. Request for Dues Check Off:

The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed by any exclusive representative that has lost its right to dues check off pursuant to [PELRA](#). Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct in equal installments from the teacher's paychecks beginning October 15th and ending June 30th the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization and remit such deductions to the exclusive representative within ten (10) days.

Section 2. Hold Harmless:

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, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction specified by the exclusive representative as provided herein.

Section 3. Information:

The parties agree that the exclusive representative shall have access, upon written notice, to the School District's budget, both present and proposed, and such other financial information as is required by [PELRA](#) within 30 days of said notice.

Section 4. Meet and Confer:

Subd. 1. The School District will meet and confer with the exclusive representative pursuant to [PELRA](#).

Subd. 2. The exclusive representative shall select representatives to meet and confer with a representative or committee of the School District on meet and confer matters under [PELRA](#).

Subd. 3. The School District shall provide the facilities and set the time for such conferences to take place, provided that the parties shall meet together at least once each four (4) months providing either party makes a request for such meetings.

Section 5. Personnel Files:

Pursuant to [Minn. Stat. 122A.40, Subd. 19](#), all evaluations and files relating to individual teachers shall be available during regular school business hours to the particular teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

Section 6. Right to Views:

Pursuant to [PELRA](#), nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or the particular teacher 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 if there be one; nor shall it be construed to require any teacher to perform labor or services against his or her will.

Section 7. Association Leave:

Over the two (2) year period of this Agreement, the Association shall be credited with twelve (12) paid teacher duty days, which are non-accumulative. Additional days may be granted upon the discretion of the Superintendent; provided, however, such additional days shall be unpaid. The

exclusive representative shall notify the Superintendent as early as practicable, but in any event no later than three (3) days prior to the date of intended use of such leave, and specifically provide the exclusive representative business involved. Said leave shall only be used for exclusive representative business which cannot be conducted other than during regular school hours. Substitute teacher compensation for this leave will be shared equally by the School District and Association.

Section 8. Discipline:

Subd. 1. The following disciplinary actions may be imposed by the School District, but not necessarily in this order:

1. Oral reprimand;
2. Written reprimand;
3. Withholding of a salary increase or increment;
4. Suspension without pay;
5. Discharge in accordance with [Minn. Stat. 122A.40, Subd. 9 or 13](#).

Subd. 2. Meeting at which Disciplinary Action is Taken: Disciplinary action taken pursuant to this Article shall be administered at a meeting called for such purpose. Teachers shall be entitled to Association representation. When warranted, disciplinary action may be taken immediately by the Administration. In such situations, a meeting will be scheduled thereafter when practicable, to discuss the matter with the teacher.

Subd. 3. Except as noted in Sections 4 and 5 of ARTICLE XV, written disciplinary action taken pursuant to this Article may be appealed to the Grievance Procedure as set forth in this collective bargaining agreement.

Subd. 4. Reprimands: Written reprimands shall be presented to a teacher in person at a meeting called for this purpose. The teacher shall be requested to sign a copy of the reprimand to be filed within the teacher's personnel file with the understanding that this means that the teacher has read the reprimand, but not that the teacher necessarily agrees with its content or accuracy. If the teacher refuses to sign the reprimand, it may be placed in the teacher's personnel file by the Administration with a notation indicating the date the meeting was held to review the reprimand and the fact that the teacher refused to sign the copy placed in the file.

Subd. 5. Discharge: Procedures governing discharge are those provided under Minn. Stat. 122A.40. Nothing in this Article shall limit the right or obligation of the parties with respect to immediate discharge under [Minn. Stat. 122A.40, Subd. 13](#).

Subd. 6. Association Representation: Where a teacher is questioned regarding an investigation of a matter that may lead to disciplinary action, questioning will be conducted in a manner not to unreasonably embarrass the teacher before other teachers or the public. If in the course of the investigation it is determined that disciplinary action may be taken

against a teacher, the teacher will be given an opportunity to have an Association representative present before the School District proceeds further to question the teacher regarding the matter.

Subd. 7. Administrative Leave With Pay: Nothing in this article shall restrict the right of the School District to place a teacher on administrative leave with pay pending the outcome of an investigation relating to that teacher. Such administrative leave with pay will not be considered as discipline.

ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY

Section 1. Year 1 and Year 2 Schedules:

The wages and salaries reflected in Schedules A and B attached hereto shall be a part of both years of the Agreement.

Section 2. Salary Schedule:

Subd. 1. Status of Salary Schedule: The salary schedules are not to be construed as part of the teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time a successor Agreement is executed. The School District reserves the right to withhold increment advancement, lane changes, or any other salary increases as it determines. The decision of the School Board is subject to the grievance procedure.

Section 3. Lane 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. All credits, in order to be considered for application on the salary schedules, must have prior written approval from the Superintendent of the School District. For purposes of the application of the salary schedule, teachers shall be required to reimburse the School District the difference between continuing education credit and graduate credit as per other academic disciplines charged by universities or colleges if the continuing education course is taken in conjunction with workshops that may be funded by staff development monies.

Subd. 2. For teachers hired after December 31, 2007, individual contracts will be modified to reflect qualified lane changes once every year effective at the beginning of the school year, providing an official transcript of qualified credits is submitted to the Superintendent's office no later than September 15th of each year. Credits submitted by official transcript after September 15th, even though otherwise qualifying, shall not be considered until the following school year. If an official transcript is not available by September 15th, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the

official transcript; however, any pay adjustment shall not be made until the official transcript is received. These teachers shall not advance more than one lane progression in any one school year. For teachers hired before December 31, 2007 individual contracts will be modified to reflect qualified lane changes twice every year. For a lane change to be effective at the beginning of the school year, an official transcript of qualified credits must be submitted to the Superintendent's office no later than September 15. For a lane change to be effective at the middle of the school year, an official transcript of qualified credits must be submitted to the Superintendent's office no later than January 15.

Subd. 3. A teacher shall be paid on the Master's degree lane if such teacher has a BA+36 or more credits, but only if the degree program is germane to the teacher assignment as approved by the School District, and the degree program is approved in writing by the Superintendent.

Subd. 4. Advanced Degree Program: For teachers hired after December 31, 2007, a teacher shall be paid on the MA/BA+36, or higher 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 Superintendent in advance.

Subd. 5. College/University credits, including credits earned through the Internet, TV, video, and other long distance learning institutions, must be accredited by a regionally accredited agency, i.e. North Central Accreditation Association. Such credits must be graduate level credits. P and S grades must be pre-approved. Upon request by the Superintendent, it will be the responsibility of the teacher to provide evidence of the required accreditation.

Subd. 6. Concurrent Enrollment and others: Based on the needs of the School District for College in the Schools (CIS), Career and Technical Education (CTE), or other academic programs, a teacher may be asked to earn additional credit for certification to teach these classes.

1. The number of credits and total cost of the certification shall be agreed upon in advance by the teacher and the school district.
2. The teacher shall be reimbursed for the cost of the tuition for the certification agreed upon by the teacher and the school district.
3. The teacher agrees to teach for CIS, CTE, and other academic programs for a minimum of five years in the district. Over the course of those five years, the school district will reimburse the employee an amount equal to 20% of the total certification amount per year for each year remaining of the 5-year period. The teacher will not be penalized if failure to teach the required class(es) during the 5-year period is caused by School District action. If the teacher is no longer employed within the 5-year period of payback, payments will end upon the last day of service.
 - a. In order to receive the reimbursement, the teacher must provide a copy of the invoice and/or receipt for coursework to the superintendent. In addition

to that, an official transcript with grades listed must be provided.

- b. The assignment of classes and courses is still the inherent managerial right of the school district administration.
4. Only teachers who are not eligible for a lane change or engaged in a free tuition program shall be compensated for their time based on the following scale at the non-student contact rate of pay.
 - a. One (1) Credit Course = 13 hours
 - b. Two (2) Credit Course = 27 hours
 - c. Three (3) Credit Course = 40 hours

Section 4. Additional Assignments:

The wages and salaries contained in Schedule D, attached hereto, shall be a part of this for both Year 1 and Year 2 of this Agreement.

Section 5. Newly Hired Teachers:

Lane Placement: A newly hired teacher shall be placed on the lane of the salary schedule as provided in this article.

Section 6. Pay Deduction:

Whenever a pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence.

Section 7. Telecommunications

Subd. 1. Definition: Telecommunications will be defined as the teaching of students via a two-way, live interactive television system (ITV).

Subd. 2. ITV Assignment: All teaching assignments on the ITV system will be by mutual consent between the teacher and the principal. Teaching positions will first be offered to teachers who are licensed in the subject area. If more than one teacher expresses interest for such a position, the School District reserves the right to choose the properly licensed teacher for the assignment.

Subd. 3. In-Service Education: Teachers who will be teaching via telecommunications will be provided with an initial in-service program on the technical aspects of telecommunications and effective instructional techniques. If such a program is offered on a non-teaching day or beyond the contract day, the teacher will receive compensation in accordance with Schedule D. The first time a teacher is given an ITV assignment the teacher will be eligible for a summer curriculum-writing stipend. The stipend will be paid in accordance with Schedule D. Mileage shall be paid for teachers who participate at the rate established by the School District.

Subd. 4. Students: The New London-Spicer Schools would normally recommend no more than twenty-four (24) students per class. The maximum number of students for ITV classes shall not exceed twelve (12) students per site. In addition, ITV classes shall not involve more than three remote sites during a single class period. No additional students will be admitted to a class without the teacher being consulted and approved by the principal of the remote site and the home site.

Subd. 5. Discipline: Teachers shall not be held liable for the behavior of students at any remote site after the building principal (or designated agent) at the remote site has been notified of any unacceptable behavior. The School District will require remote site districts to provide classroom supervision if needed and to assume the responsibility for disciplinary action.

Subd. 6. Broadcast and Rebroadcast Conditions: Videotapes of the televised instruction may be made for the purpose of student makeup work. No other rebroadcast or use of such videotapes will be permitted without the mutual agreement of the instructor and the district. The telecast teachers will have the authority to erase any videotape of their televised instruction.

Subd. 7. Evaluation: Teacher evaluation shall require the physical presence of the evaluator at the site of origination. No evaluation will be made by electronic means.

ARTICLE VII - EXTRA COMPENSATION

Section 1. Assignment of Extracurricular Duties:

The School District may assign the teacher to extracurricular, co-curricular or other assignments subject to established compensation for such services. An assignment shall not be made without agreement of the teacher, except where no qualified teacher is willing to assume the assignment. In such a 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.

Section 2. Additional Assignments:

Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract unless expressly so provided in the individual contract.

Section 3. Extracurricular Compensation:

The wages and salaries reflected in Schedule C and C-II, attached hereto, shall be a part of this Agreement for both year 1 and year 2. Employees must designate to be paid at the end of the season or throughout the year with the payroll department.

ARTICLE VIII - GROUP INSURANCE

Section 1. Selection of Carrier:

The School District shall make the selection of the insurance carrier and the policy, subject to the limitations of [Minnesota Statutes Section 471.6161](#).

Subd. 1: With each health insurance plan offered, teachers married to one another and eligible for a school district contribution toward the premium of its group health and hospitalization insurance plan may combine the school district's contributions toward one family premium if allowed by the insurance carrier.

Section 2. Establishment of VEBA – Health Reimbursement Arrangement:

The School District shall make available a VEBA – Health Reimbursement Arrangement (HRA) Plan and Trust described in summary and available on file in the school district office to all qualified Exclusive Representative, as defined in Article III, Section 2 who exercise their option to enroll in the VEBA coordinated health insurance program offered in Subdivision 3, of this Section. The School District and Exclusive Representative Members assent to and ratify the appointment of the trustee and plan administrator for the HRA Plan and Trust identified in the Plan document available on file in the School District office. It is intended that this arrangement constitutes a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

Subd. 1: Flexible Spending Account: For those in the HRA, the School District will specify in the Adoption Agreement for the VEBA Plan document that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the HRA Plan second. The HRA Plan year will begin and end on the same dates as the health insurance program offered Subdivision 3 of this Section.

Subd. 2. Payment of Administrative Fee. The following administrative fees shall be paid from the account:

1. Fees allocable to individual accounts of active Exclusive Representative Members who are active participants in the HRA Plan;
2. Fees allocable to individual accounts of active Exclusive Representative Members who have accrued a balance in the HRA Plan but change coverage, so that they are no longer entitled to School District contributions;
3. Fees associated with the termination of the VEBA Plan and any fees which result if School District Contributions cease by agreement between the parties.

Subd. 3. School District Contributions to the Health Reimbursement Arrangement for Active Exclusive Representative Members:

1. Contributions to the Active Exclusive Representative Members Plan: The School District will make an annual contribution to individual accounts under the health

reimbursement arrangement for qualifying bargaining unit members in the amount of the deductible dollar figure for either single or family coverage (whichever may be elected by the individual member) under the group health plan.

VEBA contributions will be made monthly during the year. Participants who have front-loaded their VEBA payments in calendar years 2021, 2022, or 2023 will be grandfathered in and may continue to use this option if desired. The total contribution for such participation shall in no event exceed the contribution to which he or she was originally entitled to for that year.

If a qualified bargaining unit member enters the HRA Plan as a participant on a date after the first day of the HRA Plan year, the School District shall prorate the amount of the School District contribution to reflect the late entry.

All contributions on behalf of a HRA Plan participant shall cease on the date the participant is no longer covered under the VEBA coordinated health plan.

2. HRA Coordinated Health Plan: The School District shall make available a HRA coordinated health plan described in summary and on file in the School District office, to all qualified Exclusive Representatives (full time employees) who elect to participate in said plan. With respect to qualifying Exclusive Representative, the School District shall contribute an amount not to exceed \$10,800 per annum for Year 1 (2023-24) and not to exceed \$10,900 per annum for Year 2 (2024-25) school year towards the annual premium cost including the HRA Plan.

In the event that the deductible provided for in the HRA coordinated health plan is increased, the School District's contribution on behalf of HRA Plan participants shall increase by a dollar amount equal to the increase in the deductible on the effective date of the deductible increase, and decrease the amount the School District contributes for Exclusive Representative Members health insurance by an equal amount, so that the total School District contribution per year remains the same.

Section 3. Establishment of VEBA – High Deductible Health Plan and Health Savings Account:

Subd. 1. High Deductible Health Plan (HDHP): Effective January 1, 2011, the School District shall make available a high deductible major medical group health plan that qualifies as a high deductible health plan ("HDHP") under Section 223 of the Internal Revenue Code ("Code"). The HDHP is described in the summary and on file in the School District office to all qualified Exclusive Representatives.

Subd. 2. Flex Plan: For those in the HSA, the School District will provide a limited purpose FSA as described below in Subdivision 6.

The HSA Plan year will begin and end on the same dates as the HDHP offered in Subdivision 4 of this Section.

The HDHP shall be available to all qualified Exclusive Representatives who elect to participate in said plan. With respect to qualifying Exclusive Representative, the School District shall contribute an amount not to exceed \$10,800 towards the premium cost for Year 1 (2023-24) and an amount not to exceed \$10,900 towards the premium cost for Year 2 (2024-25).

Deductibles and out-of-pocket maximums under the HDHP are indexed for inflation, and will increase on an annual basis dependent upon the results of bids received under the Health Insurance Transparency Act (HITA).

Subd. 3. Health Savings Accounts: The Employer shall designate a custodian to receive contributions to health savings accounts ("HSAs"), as defined in Section 223 of the Code. Qualified bargaining unit members who enroll in the HDHP, and who are otherwise eligible to contribute to an HSA, may contribute and receive employer contributions to an HSA through the Employer's cafeteria plan under Section 125 of the Code. The Employer is only required to make or forward contributions to the HSA custodian designated.

The employee's decision to establish an HSA with the custodian selected by Employer is completely voluntary. The School District may not: (i) limit the ability of employees to move funds to another HSA beyond restrictions imposed by the Code; (ii) impose conditions on utilization of HSA funds beyond those permitted under the Code; (iii) make or influence the investment decisions with respect to funds contributed to an HSA; (iv) represent that the HSA is part of an employee welfare benefit plan established or maintained by the employer; or (v) receive any payment or compensation in connection with the HSA.

To facilitate the timely establishment of HSAs (and ensure that medical expenses incurred after the Effective Date are eligible for reimbursement), the School District may establish and contribute to HSAs as of the Effective Date for all qualifying bargaining members who enroll in the HDHP and who indicate their intent to participate in the HSA arrangement. No funds shall be distributed from an HSA, however, until employees complete, sign, and return an enrollment application and HSA custodial agreement, and such agreement is approved by the HSA custodian.

The Employer is not responsible for determining any individual's eligibility or continued eligibility to contribute to an HSA.

Subd. 4. Contributions to the HSA Account:

1. Employer Contributions [if applicable]: Employer will make contributions to the HSA of eligible, qualifying Exclusive Representative in accordance with the following:

After the premium has been paid, any remaining amount from the District's bargained contribution shall be contributed to the individual's HSA, but will not exceed the HSA contribution limits.

The School District is entitled to rely on any statement by the Exclusive Representative members that they are eligible for an HSA. However, the Employer shall not make or forward any contribution to an HSA if the district has actual knowledge that the qualifying Exclusive Representative is not eligible to contribute to an HSA.

The contribution will be made on a monthly basis over the plan year.

If a qualifying bargaining unit member is a participant in the HDHP and is entitled to receive annual contributions that are prorated on a trimester basis over the HDHP plan year, and the participant or the participant's spouse or dependent incurs one or more claims for eligible health expenses that exceed the participant's account balance in the HSA and are not covered by other insurance, the district shall, at the participant's request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the annual contribution described above.

If a qualified bargaining unit member enters the HDHP as a participant on a date after the first day of the HDHP plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the late entry. If the participant or the participant's spouse or dependent incurs one or more claims for eligible health expenses that exceed the participant's account balance in the HSA and are not covered by other insurance, the Employer shall, at the participant's request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the contribution made to similarly situated participants who entered the HDHP on the first day of the HDHP plan year. All contributions to an individual's HSA shall cease on the date he or she becomes ineligible to receive contributions to an HSA for any reason.

Subd. 5. Payment of Administrative Fee. Administrative fees allocable to individual HSAs of active employees who are participants in the HDHP shall be paid from the HSA.

Administrative fees allocable to individual HSAs of active employees who have accrued a balance in their HSAs but are no longer eligible to contribute to the HSA shall be paid: from the HSA. Administrative fees allocable to the individual HSAs of former employees shall be paid from the HSA. Administrative fees allocable to HSAs of retirees shall be paid from the HSA. If Employer Contributions cease as a result of collective bargaining or any agreement related thereto, administrative fees shall be paid from the HSA.

Subd. 6. Coordination with other Coverage.

1. **General Rule.** No contributions will be made to HSAs of employees who have health coverage other than coverage under a HDHP ("Disqualifying Coverage"). For this purpose, Disqualifying Coverage includes coverage under (1) a general health flexible spending arrangement (a "health FSA") that is part of a cafeteria plan under Section 125 of the Code and that is made available through the Employer or through the employer of a spouse or dependent, (2) coverage under a group health plan that is not an HDHP, including coverage made available through the Employer or through the employer of a spouse or dependent, (3) coverage under a health reimbursement arrangement (an "HRA"), including coverage through the Minnesota Service Cooperative VEBA Plan (the "VEBA"), whether offered through the Employer or through the employer of a spouse or dependent, and coverage under Medicare, Medicaid, TRICARE, CHAMPUS, or any other health plan that is not a HDHP. No contributions will be made to HSAs of individuals who can be claimed as a dependent on a tax return (other than as a spouse).
2. **Coordination with HRA.** If a qualifying bargaining member participates in an HRA, and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the HRA plan year, the individual shall elect a coverage option under the HRA that limits payment or reimbursement from the HRA to vision care, dental care, preventive care (as defined in Code section 223(c)) or eligible health expenses incurred after he or she satisfies the applicable minimum deductible for self-only or family coverage described in Code Section 223(c), as adjusted for changes in cost-of-living under Code Section 223(g) ("Limited Purpose Coverage").
3. **Coordination with Health FSA.** If a qualifying bargaining member participates in a health FSA of the School District, and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the health FSA plan year, the individual shall decline coverage under the health FSA for the plan year, or shall elect Limited Purpose Coverage under the health FSA for that year. If a qualifying bargaining member is covered by a general purpose health FSA with a grace period that extends beyond the last day of the health FSA plan year, and the individual has a positive balance in his or her health FSA on the last day of the health FSA plan year, he or she is not eligible to contribute or receive contributions to an HSA until the first month following expiration of the grace period.
4. **Ordering Rule.** If a qualifying bargaining member is enrolled in Limited Purpose Coverage under an FSA, and if the employer so provides in the plan document of an HRA, medical expenses that are eligible for reimbursement under the Limited Purpose Coverage option of the FSA shall be paid from the FSA first,

before any amount is payable from the HRA or HSA, until the individual's health FSA account is exhausted.

5. If Crossover is Elected: If a qualifying bargaining member is enrolled in Limited Purpose Coverage under an HRA, and has exhausted any coverage in his or her health FSA, medical expenses that are eligible for reimbursement from the HRA shall be paid from the HRA (subject to Limited Purpose Coverage) until the individual's account in the HRA is exhausted; medical expenses that are not eligible for reimbursement from the HRA, including medical expenses that remain after the HRA has been exhausted, shall be reimbursed from the HSA.

Section 4. Dental Contribution:

The School District shall provide an annual contribution of \$492 per year for dental insurance coverage under the School District's dental insurance plan.

Section 5. Income Protection:

The School District shall contribute the sum of two hundred and sixty dollars (\$260) toward the premium for income protection for each full-time teacher employed by the School District. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Section 6. Claims Against the School District:

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

Section 7. Duration of Insurance Contribution:

A teacher is eligible for School District contributions as provided in this article as long as the teacher is employed by the District, on paid status, and enrolled in the District's group health and hospitalization insurance plan and is eligible pursuant to Section 2 above. Upon termination of employment, all School District participation and contribution shall cease effective on the last day covered by the last pay period.

ARTICLE IX - 403(b) MATCHED PLAN

Section 1. 403(b) Matched Plan:

Effective July 2, 2002, all full-time teachers, which for the purposes of this section are defined as having an 80% contract or more (384 minutes per day), upon receiving tenure in the District are eligible to participate in a 403(b) matching program as allowed under [Minnesota Statutes Section 356.24](#). In addition, part-time teachers who achieve a continuing contract with the district shall be eligible to participate in the 403(b) matching program on a prorated basis.

Subd. 1. Retirement Pay Phase-Out: All teachers employed after September 1, 1997, shall be eligible to participate only in the School District's 403(b) annuity matching program and the School District shall make matching contributions to such program in the maximum amount as set forth in Subdivision 2 below.

Any full-time teacher eligible for Retirement Pay under Article XIII of this Contract and employed prior to September 1, 1997, will continue to be eligible to receive retirement pay as set forth therein. Such teachers may also participate in the School District's 403(b) annuity matching program. The School District's matching contribution to such a program shall be in the amount as set forth in Subdivision 2 below. Upon the teacher's retirement, the total amount of the School District's matching contribution to the teacher's 403(b) annuity account shall be deducted from any retirement pay obligation/entitlement under Article XIV of the contract. If the total amount of the School District's matching amount to the teacher's 403(b) annuity account is more than he/she would have received in retirement pay under Article XIV of the Contract, the teacher shall not be entitled to receive any retirement pay pursuant to Article XIV.

Subd. 2. Teacher Match: Eligible teachers must elect to participate in the 403(b) annuity matching program pursuant to the annuity plan requirements at the beginning of the school year (September 1). The School District's matching contribution to teachers participating in the 403(b) annuity matching program shall be as follows:

Continuing Contract to 10th Year	\$1,060
11th to 15th Years	\$1,260
16 Years +	\$1,460

The School District will make the foregoing matching contribution to a teacher's 403(b) annuity only if the teacher's annual contribution is \$1,060 or more for full time employees and the minimum prorated contribution for part-time employees. The School District's matching contribution will be dollar-for dollar as required under [Minnesota Statutes Section 356.24](#) up to the annual maximum match set forth above, subject to the maximum career School District contribution as set out above. The annual limit in the amount individual teachers may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder.

Subd. 3. Approved Plans: The School District will make matching contributions only to annuity plans offered by vendors approved by the State Board of Investment and the School District.

Subd. 4. Election: Eligible teachers must make an application for participation in the 403(b) annuity matching program by September 1 for that school year. Once an eligible teacher elects to participate in the 403(b) annuity matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the teacher.

1. Once the election to participate is made, the eligible teacher must participate in the 403(b) annuity matching program at the same rate of contribution for the entire school year. An eligible teacher may change his/her rate of contribution by notifying the District Office by September 1 of the school year in which the change is to be effective.

2. In the event that a participating teacher's assignment is reduced from full-time during the school year, the teacher may continue participating in the matching program at the same rate of contribution for the remainder of the school year.

Subd. 5. Teachers on Leave: Eligible teachers on unpaid leave may not participate in the 403(b) annuity matching program while on leave. Eligible teachers may elect to reenter the 403(b) annuity matching program upon their return. An eligible teacher returning in the middle of the school year may reenter the 403(b) annuity matching program beginning with the next school year. Eligible teachers on paid leave, including a sabbatical leave, may participate in the 403(b) annuity matching program during their period of leave, on a pro rata basis. In any event, notification of election must be given to the District Office by September 1 for that school year pursuant to Subd. 4 (a) of this section. During the period of a leave, the School District will make a pro rata matching contribution. Should a teacher fail to return to employment with the School District after the termination of a sabbatical leave, the teacher shall reimburse the School District for any matching contribution made during said leave, except in the event of discontinuance of the teacher's position as provided in Article XVI.

Subd. 6. Death of Teacher Participant: If a teacher participant dies before retirement, the teacher's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Subd. 7. Applicable Laws: The 403(b) annuity matching program of the School District is subject to the laws of the State of Minnesota, [Minnesota Statutes Section 356.24](#) and the [Internal Revenue Code, 26 U.S.C. SS 403\(b\)](#).

ARTICLE X - LEAVE OF ABSENCE

Section 1. Paid Time Off:

Subd. 1. At the beginning of each school year a teacher shall be credited with (14) days of paid time off to be used as the individual chooses as long as the request meets the guidelines as set forth in this article. All fourteen (14) paid time off days must be used before banked leave days can be accessed. Banked Leave days may only be used for illness. Please refer to Subd. 4 for use of those days.

- a. Teachers who experience an illness, injury, or parental leave that results in an absence for more than three consecutive contract days will access their leave bank on the fourth (4th) consecutive day and beyond. The teacher may be required to present a doctor's certification to invoke this clause.
- b. Under unusual circumstances and at the discretion of the Superintendent, teachers who have already used their fourteen (14) days who have a death in the family may apply for consideration of bereavement leave. If the teacher has no banked time accrued, the

Superintendent may approve up to three (3) days without pay. The decision of the Superintendent in either of these conditions is final and not open to the grievance process.

Subd. 2 Paid time off shall be approved only upon submission of a paid time off request setting out the dates claimed for paid time off to the Superintendent or his/her designee via the district's electronic time off management system. Leave requests are to be made prior to the requested day. Teachers may request increments of 15 minutes (.25 hour) of paid time off. Actual time absent from work during a single contract day shall be rounded up to the nearest increment as listed above.

Subd. 3 Use of banked leave is leave with pay which shall be allowed by the School District whenever a teacher's absence on teacher duty days is found to have been due to illness, injury or disability which prevents the teacher's attendance at school, and the teacher has already used all of his/her paid time off per Article X, Section 1 - Subd. 4 of this contract. Use of this leave includes personal illness or disability. Teachers will also be permitted to use banked leave for absences due to the illness or disability of a teacher's immediate family or spouse's immediate family as mother, father, sister, brother, wife, husband, partner, son, daughter, grandparents or grandchildren. The school District may require a teacher to furnish satisfactory evidence that absence was by reason of illness, injury or disability which prevented his or her attendance at school and performance of duties on that day or days. A certificate from a qualified physician stating that the teacher's absence was due to illness or disability may be required as seen necessary by the School District. All applicants must complete and return the Family and Medical Leave application forms when appropriate. Any period of paid time off taken under this provision must be used simultaneously with any period of leave for which the teacher is eligible under the Family Medical Leave Act.

Subd. 4 Days used in excess of Allowance: A teacher shall be credited with fourteen (14) days paid time off at the beginning of each school year. If not used during the school year, this leave will be added to their banked leave. At the end of the school year a maximum of one hundred thirty-five days (135) of leave will be carried forward to the next year. For people hired before December 15, 1997 accumulated days are still unlimited. For each day of paid time off used but not accumulated, the teacher shall either have a day's pay deducted from salary by the School District or the teacher shall reimburse the School district a day's pay. Leave without pay shall not be used until all other options are exhausted. For example: emergency leave, medical leave, and FMLA.

Subd. 5 In the event, a teacher has requested paid time off and an eLearning Day event occurs, a teacher may be credited with the paid time off day if they choose to teach remotely and the following is provided within one week of the occurrence to the superintendent.

1. A summary of email communication between the teacher and students.
2. A copy of the communication posted to Schoology, SeeSaw, SPED Forms, and/or other learning platforms.

3. Phone log with student and parent names, times, and content of the conversation(s).
4. Log and evidence of work completed.
5. Other items of evidence as requested by the superintendent

If the information provided is found to be false, disciplinary action will be taken, not excluding termination of employment.

Subd. 6. In the event that a traditional snow day is called and teachers are not required to report to work, those that requested and were granted paid time off on that day, will not have the day deducted from their paid time off balance.

Subd. 7. Teachers who will have at least 120 hours in banked leave at the end of the school year may request to have up to 3 (three) days of their PTO converted to \$150 per day, and that amount will be deposited into their VEBA or HSA account. The teacher must notify the district office in writing of their request no later than the last day of the teacher contract year.

The amount will be deposited into the VEBA or HSA account on August 1 following the end of the school year. This plan meets the requirements of the Earned Sick and Safe Time law.

Section 2. Voluntary Leaves of Absence:

Subd. 1. A voluntary leave of absence of up to two (2) years may be granted without pay to any qualified full-time teacher upon application by April 1. A teacher must be in at least his or her fifth (5th) year with the School district in order to be eligible for this leave. A teacher on such leave shall notify the School District in writing no later than April 1 of the final leave year of the teacher's intention to return at the conclusion of the leave or to request an extension of the leave. The School District may also, at its sole discretion, waive the April 1 notice date if the School District determines there are special circumstances involved.

Subd. 2. Dates for the commencement, duration and termination of voluntary leave shall be mutually agreed upon by the teacher and the School District prior to approval of such leave.

Subd. 3. The teacher is to submit a written request for voluntary leave to the School District. The request shall be transmitted in a letter to the Superintendent.

Subd. 4. Examples of such leave might include: Peace Corps, Vista, National Teacher Corps, extended illness of the teacher, extended illness of the teacher's family, civic activities, alternative occupational experiences, teacher organization activities, service in public office, official (other than a state legislator), foreign teaching, or other reasons deemed appropriate by the School District.

Subd. 5. Any seniority rights earned by the teacher prior to the leave shall be retained, but years of service will not be added, forfeiting upward movement on the seniority list. The teacher's accrued leave and fringe benefits earned prior to the voluntary leave period shall be retained following the termination of the leave and re-employment.

Subd. 6. Voluntary leave is subject to the approval of the School District and shall be without pay or fringe benefits.

Subd. 7. A teacher returning from voluntary leave shall be re-employed in a position for which he or she is qualified based on licensure or to the position occupied prior to the leave, subject to the following conditions:

1. That the position has not been abolished.
2. That he or she is physically and mentally capable of performing the duties of such a position, as determined by a qualified medical doctor or psychologist approved by the School District.
3. That he or she returns on the date designated on the request for leave approved by the School District, subject to this subdivision.

Subd. 8. The teacher on voluntary leave may continue on the insurance programs, with the costs for such programs paid by the teacher to the School District. Continuance on the program during voluntary leave is subject to the provisions of the insurance policy.

Section 3. Emergency Leave:

Subd. 1. A teacher may use up to five (5) days of leave because of death or serious illness in the immediate family. Days used shall be deducted from the teacher's banked leave accrual.

Subd. 2. For the purposes of this section, the immediate family means the teacher's spouse, parent or guardian, child or step-child, sister, brother, mother-in-law or father-in-law, grandparents and grandchildren. Sick childcare shall be provided in accordance with Minnesota Statutes.

Subd. 3. Bereavement: A teacher may use up to one (1) day for bereavement leave. Days used shall be deducted from the teacher's banked leave accrual.

Subd. 4. A teacher who is covered by this Agreement and who is employed on a less than full-time basis shall earn and have emergency leave deducted on a pro-rata basis.

Section 4. Military Leave and Physical Examination:

Subd. 1. Military leave shall be granted to a teacher in accordance with applicable Minnesota law.

Subd. 2. Leave shall be granted to a teacher who is called for a selective service physical examination. This leave shall be granted without loss of pay.

Section 5. Sabbatical or Work/Study Leave:

Subd. 1. A period of time, not to exceed one (1) year, may be granted to teachers for the purpose of professional and/or technical advancement subject to the approval of the School District.

Subd. 2. A teacher must be in at least his or her fifth (5th) year with the School District in order to be eligible for this leave.

Subd. 3. The activity in which a staff member engages while on sabbatical or work/study leave must be related to his or her professional responsibilities, either present or anticipated, or to any related fields which will improve his or her performance.

Subd. 4. Application must be made in writing by April 1 and the proposed program of study or work must be approved in advance by the Superintendent.

Subd. 5. This leave shall be limited to two (2) teachers per annum.

Subd. 6. If the number of requests for sabbatical or work/study leave exceeds the limitation, priority shall be given on the basis of length of service, contribution to the school system and the equitable distribution of leaves among the various departments, as determined by the School District.

Subd. 7. The salary allowance shall be one-half (1/2) of the basic contract of that teacher, according to the current salary schedule and the teacher shall receive the same consideration for hospitalization and income protection benefits as other full-time teachers.

Subd. 8. If the leave is for less than one (1) year, the allowance shall be prorated.

Subd. 9. A teacher who is granted a sabbatical or work/study leave must pledge to teach in the schools of Independent School District No. 0345 for two (2) years following the termination of the leave. Two (2) years means two (2) full school terms. If the teacher's service is discontinued for any reason other than the teacher's incapacity to teach before the expiration of the two (2) full school years, the School District shall be repaid a pro rata share of the sabbatical or work/study allowances.

Subd. 10. Upon the expiration of the sabbatical or work/study leave, the teacher shall have the privilege of returning to the position mutually agreed upon by the teacher and the Superintendent.

Subd. 11. The teacher shall continue to earn seniority during this leave and shall retain all other rights and benefits possessed by that teacher prior to the leave.

Section 6. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. A teacher making an application for child care leave shall inform the Superintendent in writing of intention to take the leave at least two (2) calendar months before commencement of the intended leave.

Subd. 3. If the reason for the childcare leave is pregnancy and birth of a child, a teacher may utilize banked leave pursuant to the banked leave provisions of the Agreement during a period of disability. However, a teacher shall not be eligible for banked leave during the period of time covered by a childcare leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care 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. The availability of a substitute teacher may also be considered by the School District in the granting of a childcare leave or the duration thereof.

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

1. Grant any leave more than twelve (12) months in duration.
2. Permit the teacher to return to his or her employment prior to the date designated in the request for childcare leave.

Subd. 6. A teacher returning from child care 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 modify the dates of the leave.

Subd. 8. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 9. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the School District pursuant to this section.

Subd. 10. Leave under this section shall be without pay or fringe benefits.

Section 7. Family and Medical Leave:

Subd. 1. Purpose: Pursuant to the [Family and Medical Leave Act, 29 U.S.C. 2601 et. seq.](#), an eligible teacher shall be granted up to a total of twelve (12) weeks of unpaid leave per year in connection with:

1. the birth and first-year care of a child;
2. the adoption or foster placement of a child;
3. the serious health condition of a teacher's spouse, child, or parent, and
4. the teacher's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible teacher, during such leave, shall be eligible for regular School District group health insurance contributions as provided in this Agreement for the period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section and insurance contribution, a teacher must have been employed by the School District for at least twelve (12) months and must have been employed for at least 1,250 hours during the twelve-month period immediately preceding the commencement of the leave.

Subd. 4. Paid Leave Under Contract: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude a teacher from utilizing paid leave otherwise provided in this Agreement, provided the teacher qualifies for the paid leave; i.e., banked leave or personal leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provision of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification: The teacher will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The teacher shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the School District.

Section 8. Medical Leave:

Subd. 1. Eligibility: A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all banked leave credit available or has become eligible for long-term disability compensation shall, upon written request, be granted a medical leave of absence, without pay, up to one year. The School District may, in its discretion, renew such a leave.

Subd. 2. Request: A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the teacher is expected to be able to assume normal responsibilities.

Section 9. Jury Duty:

Any teacher who is called to serve jury duty shall be provided leave with pay for each day of required jury duty service. The teacher shall notify the School District of the dates of pending absences as soon as possible following notice of jury duty. The teacher shall reimburse to the School District any per diem paid to a juror by the court for jury duty service, except the teacher shall retain any mileage and meal allowance paid by the court.

Section 10. Court Leave Time:

District will provide leave to a teacher who is subpoenaed on a contract work day as a witness and not a party to a criminal matter. Any fees for service provided to the teacher will be submitted as reimbursement to the District.

Section 11. Insurance Application:

A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in Section 8 of this article. In the event the teacher is on paid leave from the School District under Section 1 of this article, the School District will continue insurance contributions as provided herein until banked leave is exhausted. Thereafter, the teacher must pay the entire premium for any insurance retained after the exhaustion of banked leave.

Section 12. Credit:

A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave began. No credit shall accrue for the period of time that a teacher was on unpaid leave.

Section 13. Eligibility:

Full leave benefits provided in this Article shall apply only to full-time teachers as described in ARTICLE X and ARTICLE XII hereof. Part-time teachers as defined in ARTICLE VIII and XII shall be eligible for partial benefits proportional to the extent of their employment.

ARTICLE XI - HOURS OF SERVICE

Section 1. Basic Day:

The teacher's basic day, inclusive of lunch, shall be eight (8) hours. In the event of a change in the number of days in the regular work week, the number of hours per day shall be adjusted accordingly.

Section 2. Building Hours:

The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

Section 3. Additional Activities:

In addition to the basic school day, teachers shall be required to participate in reasonable school activities beyond the basic teacher's day as required by the School District. The normal duties for teachers include a share of extra-curricular, co-curricular, and supervisory activities.

Section 4. Prep Time:

High School (9-12): Within the student day, each full-time teacher shall have as prep time one equal period for every five periods of instruction and one period of study hall or supervision.

Middle School (5-8): Within the student day, each full-time teacher shall have as a prep time one equal period for five periods of instruction and one period of study hall or supervision.

Elementary School (P-4): Within the student day, each teacher shall have a minimum of 575 minutes of prep time in a 2-week period.

Prep time shall be within the contact day, and in no more than two comparable blocks.

The District and exclusive representative may, by mutual agreement, deviate from this section.

In the event the District elects to change its delivery model, which results in the change of teacher work schedules, the parties by mutual agreement will attempt to develop corresponding change in the prep time model in accordance with Minnesota statutes.

ARTICLE XII - PART-TIME TEACHERS

Section 1. Definition:

Part-time teachers are those teachers who are members of the bargaining unit as defined in the [PELRA](#), other than full-time teachers.

Section 2. Salary Schedules:

Said part-time teachers shall be paid pursuant to the salary schedules in proportion to the amount of time employed as compared to full-time teachers.

Section 3. Extracurricular and Additional Assignment Schedules:

Part-time teachers shall be paid pursuant to the extracurricular and additional assignment schedules.

Section 4. Other Benefits:

Other benefits and compensation shall be provided to part-time teachers only as specifically provided for in this Agreement.

ARTICLE XIII - LENGTH OF SCHOOL YEAR, MODIFICATIONS IN CALENDAR, LENGTH OF SCHOOL DAY

Section 1. Teacher Duty Days:

Pursuant to [Minn. Stat. 120A.40](#), the School Board shall establish the number of school days and teacher duty days for the next school year and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. The number of teacher duty days, including workshop days, for both years of this agreement shall be one hundred eighty-three (183) days. In addition, new teachers to the school district may be required to serve extra days to be compensated at their daily rate of pay for orientation purposes. In the event that the School District seeks to change the school calendar for a period of five (5) or more days, the School District and the exclusive representative shall meet and confer within ten (10) days to discuss the calendar change prior to its adoption.

Section 2. Emergency Closing:

In the event of a student day or teacher duty day lost for any emergency, the teacher may perform duties on that day or other such day in lieu thereof as the School District determines, if any.

Subd. 1. Flexible Learning Days: In the event of a school closure, flexible learning days may be in effect as determined by the school district. These will count as student contact days as allowable by Minnesota State Statute. During such events, teachers are not expected to report to school but shall be available via telephone and email to family and administration from 8:00 am to 4:00 pm.

Section 3. Other Closing:

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 teacher shall perform duties on such other day(s) in lieu thereof as the School Board shall determine, if any.

Section 4. Modification of Length of School Day:

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.

ARTICLE XIV - RETIREMENT PAY

Section 1. Terms:

Teachers who were hired before September 1, 1997, and have completed at least fifteen (15) years of allowable service with the School District, and who are at least fifty-five (55) years of age shall be eligible for retirement pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School District.

Subd. 1. A letter of retirement must be submitted to the District on or before March 1 of the school year in which the teacher wishes to retire. If a teacher submits a letter of retirement before March 1, the teacher shall receive a 1% increase of the retirement pay benefit that the teacher would otherwise be eligible for pursuant to Section 2.

If a serious physical or psychological medical condition precludes the teacher from making a decision to retire on or before March 1, the teacher shall submit a signed release authorizing the disclosure of applicable medical information to the Superintendent and the Superintendent shall make the determination as to whether the teacher's retirement pay benefit shall be increased by 1%. This determination shall not be subject to the grievance procedure as set forth in Article XV.

Section 2. Accumulated Banked Leave:

Eligible teachers, upon retirement, shall receive pay in the amount obtained by multiplying eighty percent (80%) of the unused number of banked leave days, but in no event to exceed one hundred (100) days, times the teachers daily rate of pay in effect on the first date of eligibility for retirement pay pursuant to Section 1. In no event shall the amount of retirement that a teacher receives exceed the amount of retirement the teacher was initially eligible to receive upon the date of first qualifying for retirement with the completion of fifteen (15) years of allowable service within the District and by attaining at least fifty-five (55) years of age.

Section 3. Exclusions:

In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate in effect on the first date of eligibility pursuant to Section 1 as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation.

Section 4. Annual Installments:

Retirement pay shall be paid by the School District in equal annual installments over a two (2) year time period from the effective date of the retirement and shall not be granted to any teacher discharged by the School District.

The percentage proportion of the total retirement pay to be paid by the School District in the form of cash or contribution toward a post retirement health savings account shall be made to the employee in the following percentages: 100% into their Post Retirement Health Care Savings Plan.

Section 5. Insurance After Retirement:

Teachers hired after September 1, 2009 will not be eligible for the benefits set forth in this section. In addition, eligible teachers who apply for retirement shall be eligible to remain in the existing health and hospitalization program as permitted under Minnesota Statute 471.61. Eligible teachers who have completed at least fifteen (15) years of allowable service with the School District and who are at least fifty-five (55) years of age at the time of retirement, shall be eligible for School District contribution up to two thousand four hundred dollars (\$2,400) per year for health insurance coverage for seven (7) years from retirement or eligibility for Medicare, whichever comes first. The maximum School District contribution shall be a sixteen thousand eight hundred dollar (\$16,800) bank over the seven (7) years. A teacher cannot receive cash in lieu of the School District's contribution towards health insurance coverage. In the event of the teacher's death, the District's obligations shall cease. If a retiree returns to employment with the School District as a full time teacher and receives full insurance contribution, the District's obligations shall cease during that period of reemployment and resume thereafter.

Section 6. Payment to Beneficiary:

If a teacher dies before all or a portion of the retirement pay has been disbursed, the unpaid balance shall be paid to a named beneficiary or, in the event no beneficiary has been designated, to the estate of the deceased.

Section 7. Part-time Teachers:

Part-time teachers, as defined in Article XII shall receive retirement pay on a prorated basis.

ARTICLE XV - GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

A "grievance" shall mean an allegation in writing by a teacher that the teacher has been injured as a result of a dispute or disagreement between the teacher and the School District as to the interpretation or application of the terms and conditions contained in this Agreement.

Section 2. Representative:

The teacher, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement in writing.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of

time begins to run shall not be included. The last day of the period so computed shall 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, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver:

Grievance shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first event giving rise to the grievance occurred, or twenty (20) days after the teacher, through reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School Board's designee.

Section 5. Adjustment to Grievance:

The School District and the Teacher shall 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. If the grievance is not resolved through informal discussions, the School District's designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or designee shall 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 made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within fifteen (15) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance:

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. 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 a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, 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 Commissioner of the Bureau of Mediation Services to submit a list of seven (7) arbitrators pursuant to [PELRA](#) providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel list be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel list, the parties shall alternately strike names from the list of seven (7) names until only one name remains, and the remaining name shall be designated arbitrator. The determination of which party will commence the striking process shall be made by a mutual agreement or flip of a coin. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall 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 shall be a hearing de-novo.

Subd. 5. Decision: Unless otherwise agreed by the parties, the decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in [PELRA](#). The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall 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 shall be made of the hearing at the request of the party. The fees and expenses of the arbitrator shall be borne equally by the parties. The parties shall share equally the cost of both the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. Jurisdiction: The arbitrator shall 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 shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall 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 herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver:

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

ARTICLE XVI - UNREQUESTED LEAVE OF ABSENCE

Section 1. Unrequested Leave of Absence:

The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Such leave of absence shall continue for a period of two (2) years, or until the teacher is fully reinstated, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School Board, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School Board. In placing teachers on unrequested leave, the School District shall be governed by the following provisions:

Subd. 1. No teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while Tier 1-licensed, Tier 2-licensed or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

Subd. 2. Procedure: Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a) states the applicable grounds for the proposed placement;
- b) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c) provide notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

Subd. 3 Right to Hearing and decision. If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement. Any challenge by a teacher who is proposed for placement on or recall from ULA shall be subject to the hearing and review procedures as provided in [M.S. 122A.40](#) and, therefore, shall not be subject to the grievance procedure.

Subd. 4. Notice: Teachers placed on such leave shall receive notice by July 1st of the school year prior to the commencement of such leave with reasons for said placement.

Section 2. Reinstatement:

Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave or, if not available, to any other available position in the School District in the fields in which they are qualified. The order of reinstatement shall be in the inverse order in which the teachers were placed on unrequested leave of absence. A teacher must not be

reinstated to a position in a field 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.

Note: Qualified: "Qualified" shall mean a teacher who, in addition to the state license, has had successful teaching experience in such subject matter or field within the past five (5) years in the School District, as solely determined by the School District.

Subd. 1. No new teacher at any licensure tier shall be employed by the School District while any qualified teacher is on unrequested leave of absence.

Subd. 2. Notices: When placed on unrequested leave of absence, a teacher shall file his/her name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and it shall be the responsibility of any teacher on unrequested leave of absence to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified teacher on unrequested leave of absence, the School District shall mail the notice to the employee's last known address by certified mail – return receipt requested. The teacher shall have thirty (30) days from the date of receipt of the mailing notice to accept the reemployment. A teacher on ULA does not forfeit the right to reinstatement when accepting a position for less than the full position they were placed on leave from. Failure to accept in writing within such thirty (30) day period shall constitute a waiver on the part of any teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date unrequested leave of absence was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School District and the qualified teacher.

Subd. 5. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service.

Subd. 7. Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible.

Section 3. Equal Seniority:

Seniority for purposes of ULA means initial date of service with the school district in a position requiring a license. In the case of equal seniority, the teacher having the highest formal degree shall be given greater seniority. If teachers have equal degrees, the teacher having the greatest number of credits shall be given greater seniority. If teachers have equal credits, the teacher having the greatest number of majors certification (function description) as recognized by the State Board of Teaching shall be given greater seniority. If a tie still exists, the selection of the teacher(s) who shall be retained, laid off, or reinstated, shall be at the discretion of the School District.

Subd. 1. Seniority List: The School Board shall annually cause a seniority list (by name, date of employment, qualification, and subject matter or field) to be prepared from its records. The School Board shall thereupon cause such list to be electronically distributed to Education Minnesota New London-Spicer members.

Subd. 2. Request for Change: Any teacher whose name appears on such a list and who may disagree with the order of seniority in said list shall have ten (10) business days from the date of distribution to supply written documentation, proof, and request for seniority change to the superintendent.

Subd. 3. Final List: Within ten (10) business days after the request for change period has ended, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. If there are no requests for change, the seniority list will be final ten (10) business days after the first posting. The School District will prepare and distribute a final seniority and licensure list. The final seniority and licensure list shall be binding on the School District and any teacher.

ARTICLE XVII - DURATION

Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to [PELRA](#). If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than March 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

Section 2. Effect:

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

Section 3. Finality:

Any matters relating to the current Agreement, whether or not referred to in this Agreement, shall not be open for negotiation during the term of the Agreement.

Section 4. Severability:

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

YEAR 1

Base Pay Year 1 of Contract (2023-24)

BA	BA+9	BA+18	BA+27	MA BA+36	MA+9 BA+54	MA+18	MA+27
\$46,274	\$47,267	\$48,261	\$49,254	\$50,250	\$51,246	\$52,239	\$53,231

YEAR 2

Base Pay Year 2 of Contract (2024-25)

BA	BA+9	BA+18	BA+27	MA BA+36	MA+9 BA+54	MA+18	MA+27
\$48,174	\$49,167	\$50,161	\$51,154	\$52,150	\$53,146	\$54,139	\$55,131

Lane Changes = \$2,200

Lane Changes are for Semester Credits

Base Adjustment for *Starting Salary* Year 1 = \$2,700

Base Adjustment for *Starting Salary* Year 2 = \$1,900

Amount of Adjustment on Teacher Salary for Year 1 = \$2,800

Amount of Adjustment on Teacher Salary for Year 2 = \$2,000

Raises are for teachers that were present in the district the year prior to the raise being implemented.

SCHEDULE C
EXTRACURRICULAR ASSIGNMENTS
Year 1 (2023-24)
Year 2 (2024-25)

	0	1	2	3	4	5	
A	Prom, Senior Class Advisor, Future Problem Solving, Scenery	916	957	1,005	1,048	1,089	1,136
	Construction Manager (Musical)	934	976	1,026	1,069	1,111	1,158
B	Prom/NLS, Student Council, Academic Decathlon, National Honor Society	1,135	1,179	1,223	1,265	1,309	1.351
		1,157	1,202	1,247	1,290	1,335	1,378
C	School Newspaper, One-Act Play Contest, Fall Cheerleading Advisor, Asst Cheer Coach, Pit Band Director (Musical)	1,482	1,549	1,615	1,679	1,744	1,808
		1,512	1,580	1,647	1,712	1,779	1,844
D	Winter Cheerleading Advisor, Mock Trial Advisor, Football Asst to Grade 9 Coach, Asst Dance Team Coach, Agriculture Structures, Robotics, Cateye Productions, Concession Stand Supervisor, Vocal Director (Musical)	2,094	2,200	2,313	2,421	2,529	2,638
		2,136	2,244	2,360	2,469	2,579	2,691
E	Asst Baseball, Asst Softball, Asst Track, Asst Tennis, Asst Golf, JV Baseball, JV Softball, Vocal, Annual, Declamation, Three-Act Plays (each), Knowledge Bowl, JV Basketball, Web Page Advisor, FFA, Grade 9 Baseball, Grade 9 Softball, JV Dance, Musical Director (Musical)	3,053	3,160	3,269	3,382	3,491	3,599
		3,114	3,223	3,335	3,450	3,561	3,671

F	Asst Football (Gr 9 +), Asst Basketball, Asst Volleyball (B&C), Asst Wrestling, Asst Gymnastics, Instrumental, Dance Team Coach	4,212	4,427	4,642	4,861	5,081	5,301
		4,296	4,516	4,734	4,958	5,182	5,407
G	Head Baseball, Head Softball, Head Golf, Head Track, Head Tennis, Head Cross Country, Head Dance	4,604	4,822	5,037	5,256	5,475	5,691
		4,696	4,919	5,137	5,361	5,584	5,805
H	Head Volleyball, Head Football, Head Gymnastics, Head Wrestling, Head Basketball	6,323	6,543	6,761	6,978	7,196	7,414
		6,449	6,674	6,896	7,118	7,339	7,562
I	Athletic Director	6,783	6,999	7,221	7,435	8,220	7,873
		6,918	7,139	7,365	7,584	8,384	8,031

SCHEDULE C-II
EXTRACURRICULAR ASSIGNMENTS
Year 1 (2023-24)
Year 2 (2024-25)

	0	1	2	3	4	5
A Student Council, Yearbook, Math Masters.	916	957	1,005	1,048	1,089	1,136
	934	976	1,026	1,069	1,111	1,158
B Knowledge Bowl, Adaptive Bowling	1,135	1,179	1,223	1,265	1,309	1,351
	1,157	1,202	1,247	1,290	1,335	1,378
C 7-8 Asst Coach, Science Club, Math League, Math Counts	1,482	1,549	1,615	1,679	1,744	1,808
	1,512	1,580	1,647	1,712	1,779	1,844
D 7-8 Track, 7-8 Tennis, 7-8 Baseball, 7-8 Cross Country, 7-8 Softball, 7-8 Golf	1,637	1,744	1,851	1,961	2,072	2,182
	1,670	1,779	1,888	2,001	2,113	2,226
E 7-8 Football, 7-8 Volleyball, 7-8 Basketball, 7-8 Gymnastics, Instrumental	2,094	2,200	2,313	2,421	2,529	2,638
	2,136	2,244	2,360	2,469	2,579	2,691
F MS Activities Director, 7-8 Wrestling	3,053	3,160	3,269	3,382	3,491	3,599
	3,114	3,223	3,335	3,450	3,561	3,671

SCHEDULE D

**ADDITIONAL ASSIGNMENTS
Year 1 and Year 2**

1. Teachers who substitute for other teachers will be paid forty dollars (\$40.00) per class period of fifty (50) minutes.
2. Thirty-two (\$32.00) dollars will be paid to all personnel working at school dances, Math League, and events outside of the school day as listed below:
 - Event Pay - \$32.00
 - Tickets/Supervisors - \$32.00
 - JV/Varsity – 1.5 Events
 - Table Workers/Football Supervisors - \$48.00
 - Officials/Referees
 - MS/9th Grade - \$40.00
 - JV - \$50
 - Line Judges
 - 9th Grade/JV - \$25.00
 - Varsity - \$40.00
3. Secondary teachers with six classes will be paid four thousand four hundred fifty dollars (\$4,450) salary per annum above the salary schedule.
4. Non Student Contact rate of pay: Twenty six dollars and twenty-one cents (\$26.21) per hour shall be paid for:
 - Curriculum Writing/Development
 - College in the Schools (CIS), CTE or other certification
(refer to Article VI, Section 3, Subd. 6)
5. Student Contact rate of pay: Teacher's hourly rate of pay, with a maximum of \$40 per hour
 - Summer School
 - Homebound
6. Fifth grade teachers will be paid five hundred seventy five dollars (\$575) for planning the activity and accompanying students to the Environmental Education Camp.
7. Interpreter pay will be provided to in-house teachers providing interpreter services at a rate of \$40.00/hour. A running total of time will be kept track of by the teacher providing interpreter services by the minute excluding rounding. Time sheets will be provided to the superintendent for approval.

SIGNATURE PAGE

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

EDUCATION MINNESOTA NEW
LONDON-SPICER

Deborah A. Boonstra
Jane M. Dettloff
President

Emily Redington
Secretary

Jay Tebb
Chief Teacher Negotiator

INDEPENDENT SCHOOL DISTRICT NO.
0345

M. Cinda Dahlberg
Chairperson

Juan Lange
Clerk

Juan Lange
Chief Board Negotiator

Dated this 3 day of January,
2024

Dated this 8 day of January,
2024

New London-Spicer

Community Schools

MEMORANDUM OF UNDERSTANDING

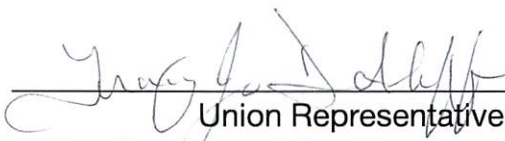
This Memorandum of Understanding is entered into by and between Independent School District No. 345, New London-Spicer Public Schools, (hereafter "School District" and Education Minnesota-New London-Spicer ("Union").

WHEREAS, the Union is the exclusive representative of licensed teachers and other instructional support staff ("teachers"), excluding administrators, employed by the District, and

WHEREAS, a ratified Master Agreement for 2023-2025 exists between the School District and the Union, and

WHEREAS both Parties mutually agree that the line on page 39, "**Raises are for teachers that were present in the district the year prior to the raise being implemented**" be removed from the contract so that teachers hired during the current contract settlement are eligible for the negotiated raises.

The undersigned have read the forgoing agreement, by signing below hereby affirm that they fully understand and agree to its terms.


Union Representative
Education Minnesota - New London-Spicer

1-3-24
Date Signed


District #345 Representative

1/8/24
Date Signed

New London-Spicer

Community Schools

District #0345

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Independent School District No. 345, New London-Spicer Public Schools, hereafter "School District" and Education Minnesota New London-Spicer "Union."

WHEREAS, the Union is the exclusive representative of licensed teachers and other instructional support staff ("teachers"), excluding administrators, employed by the School District, and

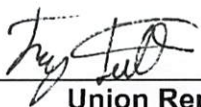
WHEREAS, a ratified Master Agreement for 2023-2025 exists between the School District and the Union, and

WHEREAS, Article XIV - Retirement Pay, Section 1 states "Teachers who were hired before September 1, 1997, and have completed at least fifteen (15) years of allowable service with the School District, and who are at least fifty-five (55) years of age shall be eligible for retirement pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School District," and

WHEREAS, both parties mutually agree that because of a change in Governmental Accounting Standards Board (GASB) rules and Other Post-Employment Retirement Benefits (OPEB) that the payout procedure must be updated on page 32, Article XIV, Section 4 of the contract. GASB and OPEB rules do not allow severance benefits to be deposited into a Post Retirement Health Care Savings Plan, and for future severance payments the teachers will have two options:

- 1) The teacher can request that their computed amount of severance be held by the School District to pay their health insurance costs after retirement until the severance amount is used in its entirety, or
- 2) The severance amount can be paid directly to the teacher in two equal installments in January of the two years following their retirement.

The undersigned have read the foregoing agreement, and by signing below hereby affirm that they fully understand and agree to its terms.



Union Representative
Education Minnesota New London-Spicer

4-9-24

Date Signed



District #345 Representative

4/9/24

Date Signed