Master Agreement

2025-2026-2027

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 1 AITKIN, MINNESOTA AND EDUCATION MINNESOTA - AITKIN

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ARTICLE I - PURPOSE

This Agreement is entered into between the School District of Independent School District No. 1, Aitkin, Minnesota, hereinafter referred to as the School District, and Education Minnesota-Aitkin, hereinafter referred to as exclusive representative pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

In accordance with P.E.L.R.A., the School District recognizes Education Minnesota-Aitkin as the exclusive representative of teachers employed by School District No. 1, which exclusive representative, shall have those rights as prescribed in P.E.L.RA. of 1971, as amended and described in this Master Agreement.

ARTICLE III - DEFINITIONS

<u>Section 1. School District:</u> For purposes of administering this Master Agreement, the term "School District", shall mean the School Board or its designated representative(s).

<u>Section 2. Teacher:</u> 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 the Superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees and such other employees excluded by law.

<u>Section 3. Other Terms</u>: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A. as amended.

ARTICLE IV - SCHOOL DISTRICT RIGHTS

<u>Section 1</u>. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, that 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, selection of personnel, and direction and the number of personnel.

Section 2. 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 being to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directives, and Orders: The exclusive representative recognizes that all teachers shall perform the teaching and non-teaching services prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

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

ARTICLE V - TEACHER RIGHTS

<u>Section 1. Right to Views:</u> Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the proper performance of the duties of employment nor circumvent the right of the exclusive representative.

<u>Section 2. Right to Join</u>: Pursuant to P.E.L.R.A., teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment.

Section 3. Request for Dues Check-off: The exclusive representative shall be allowed dues check off for its members, pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck beginning with the first pay period in October in equal installments for eight consecutive months the dues that the teacher has agreed to pay to the exclusive representative during the period provided in said authorization. Amounts so deducted shall be forwarded to the treasurer of the exclusive representative at the end of the month in which the deduction is made. Teachers employed during the school year shall be allowed dues deduction on the second pay period of the month following their date of employment to be subject to the same guidelines as

stated above.

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

Section 4. Transfers: If the School District determines that a permanent vacancy exists, the Superintendent will post notice of such vacancy, as it occurs, in each school building office, along with an electronic mailing. Teachers who desire to apply for the vacancy shall make written application to the Superintendent within two calendar weeks from the date appearing on the vacancy posting. The granting of such request shall be at the discretion of the School Board or its designee. No posting of vacancies shall be required after the last teacher contract day of each year. However, the exclusive representative shall be notified that a vacancy exists.

Teachers who desire to change their grade or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred. In the case of a reassignment, whereupon the Superintendent or the school principal changes the assignment of a teacher for the following school year, notification to the reassigned teacher shall be done as soon as possible dependent on each situation.

The Superintendent will consider seniority, major and minor fields of study, and other pertinent criteria when assigning teachers. Reassignment shall mean any change from a teacher's present course, subject or grade level assignment. Prior to reassignment of a teacher, the Superintendent or his/her designee will confer with the teacher regarding the nature and reason for the reassignment. An effort will be made to complete all assignments for the following year prior to the close of the preceding school year. The Superintendent or his/her designee shall post in each school a schedule of teaching and nonteaching assignments for the following school year.

<u>Section 5.Part-time Teacher Mobility:</u> All teachers who qualify may participate in the Teacher Mobility Part-Time Employment Program. All applicable Minnesota Statutes will apply.

<u>Subd. 1. Approval/Denial:</u> The School District reserves the right to approve or deny requests based upon the best interest of the School District.

<u>Subd. 2. Pay:</u> The School District shall pay only the employer obligations for the part-time contract.

<u>Subd. 3. Return:</u> For up to five years the teacher may return to full-time status, if the teacher notifies the school district by February 1st, preceding the school year of requested return to full-time service.

<u>Subd. 4. Severance Pay:</u> The amount of severance pay will not be affected by this section.

<u>Section 6.Duty-Free Lunch:</u> All teachers will be provided a duty-free, unpaid lunch, in accordance with M.S. 122A.51, of approximately 25 minutes.

<u>Section 7. Personnel Files:</u> Pursuant to M.S. 122A.40, Subd. 19, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular School District business hours to each individual teacher upon the teacher's 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.

<u>Section 8. Progressive Discipline:</u> No teacher shall be disciplined except for just cause. The parties agree that the principles of progressive discipline with due process will be followed including, but not limited to, verbal warning, written warning, suspension and discharge.

<u>Section 9. School District Reorganization:</u> The School District or its representative will meet and confer with the exclusive representative prior to consolidation or any other reorganization action that would result in a change in the terms and conditions of employment for teachers.

Section 10. Full-time Substitute Teacher: A full-time substitute is defined as a teacher who performs the duties of a regular teacher for one hundred and twenty (120) days or more in one classroom during the school year. The School District retains the right to hire full-time substitutes at whatever step is deemed essential to the School District. Compensation is based on benefits found in the Master Agreement, pro rata. If a substitute teacher works one hundred and sixty-eight (168) consecutive days or more in one classroom and is offered a contract for the next year, he/she will advance one step on the salary schedule.

ARTICLE VI - UNREQUESTED LEAVES OF ABSENCE

<u>Section 1. Purpose:</u> The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 11, which article, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or loss of classes caused by School District pairing, sharing, or consolidation.

Section 2. Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

"Seniority" applies to full-time, continuing contract teachers, commencing with the first day of actual service in the School District, and shall exclude probationary teachers, and those teachers who are acting incumbents for teachers on authorized military or other leaves of absence. In the event an acting incumbent is immediately rehired as a regular teacher without interruption of regular service, such teacher shall retain his/her original seniority date unless the teacher is a probationary teacher. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation or termination, including a probationary teacher but whose employment was subsequently reinstated by action of the School Board, without interruption of regular service, shall retain his/her original seniority date. Seniority applies only to Tier 3 and Tier 4 continuing contract teachers. Teachers with a Tier 3 or 4 license who are assigned an Out of Field placement will accrue seniority.

Section 3. Unrequested Leaves of Absence:

<u>Subd. 1. Terms:</u> The School District may place on unrequested leave of absence for a period not exceeding five calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or loss of classes caused by School District pairing, sharing, or consolidation. 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 District. The School Board or its representative will discuss with the affected teacher and the exclusive representative prior to April 1 any anticipated unrequested leaves of absence for the coming school year.

<u>Subd. 2. Notice:</u> Teachers placed on such leave shall receive notice by June 1st of the school year prior to the commencement of such leave with reasons therefore. A hearing will be provided as set forth in M.Ş. 122.40,Subd. 11, if a written request for a hearing is received by the School Board within fourteen calendar days after the teacher received notice of placement on unrequested leave of absence.

<u>Subd. 3. Placement:</u> Teachers shall be placed on unrequested leave in inverse order of seniority. No qualified teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority on the seniority list.

A. A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while a Tier 1 or Tier 2 licensed teacher or probationary teachers are retained in positions for which the teacher who has continuing contract rights is licensed.

Subd. 4. Tie-Breakers: In the event of a teacher reduction, action affecting teachers whose first date of employment commenced on the same date, and who have equal seniority, the teacher having the most years of total teaching experience shall be considered most senior; in the event a tie continues to exist, the teacher having the highest step placement on the salary schedule shall be considered most senior; in the event a tie continues to exist, the teacher having the most advanced lane placement on the salary schedule shall be considered most senior; in the event a tie continues to exist, the teacher with the greatest number of licensed teaching areas on his/her teaching certificate shall be considered most senior; if a tie continues to exist, the lowest file folder number shall be considered most senior. The School Board shall determine which teacher shall have the greater seniority.

<u>Subd. 5. Years of Service:</u> Any teacher on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under law for such compensation and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

<u>Subd. 6. Filing of Licenses:</u> In any year in which a reduction of teachers is occurring and the School District is placing teachers on unrequested leave of absence, only those licenses actually received by the Superintendent's office as of January 1st of such year shall be considered for purposes of determining lay-off within areas of certification for the following school year. A license filed after January 1 shall be considered for purposes of recall, but not to the current reduction.

<u>Subd. 7. Health and Hospitalization Insurance:</u> A teacher placed on unrequested leave of absence may retain the School District's group health insurance coverage by paying the full premium in advance on a monthly basis.

Section 4 - Reinstatement:

<u>Subd. 1. Process:</u> No new teacher shall be employed when any qualified teacher is on unrequested leave of absence who taught in the same field or subject matter at the time such certified teacher was placed on an unrequested leave of absence. Such teachers placed on unrequested leave of absence shall be reinstated in the subject matter or field certified at the time of placement on unrequested leave of absence. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

<u>Subd. 2. Notice:</u> When placed on unrequested leave, a teacher shall file their name and address with the school district personnel office to which any notice of reinstatement or

availability of position shall be mailed by certified mail. Proof of service by the person in the school district depositing in the mail 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 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.

<u>Subd. 3. Acceptance of Reemployment:</u> If a position, as provided in Subd. 1., becomes available for a certified teacher on unrequested leave, the School District shall mail by certified mail to such teacher, who shall have twenty days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the School Board within such twenty day period, it shall constitute a waiver on the part of any teacher to any further rights of employment or reinstatement and the teacher shall forfeit any future reinstatement or employment rights.

<u>Subd. 4. Reinstatement Rights:</u> Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist.

Section 5. Establishment of Seniority List:

Subd. 1. Preparation: Prior to November 30 of each school year, the School District shall cause a seniority list (by name and date of employment, and such list shall include subject matter or field certified) to be prepared from its records. It shall thereupon post such list in each school.

<u>Subd. 2. Request for Change</u>: Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty business days from the date of posting to supply written documentation, proof and request for seniority change to the School District.

<u>Subd. 3. Retainment of Rights</u>: Qualified teachers listed on the teacher seniority list will retain all rights and seniority under the Master Agreement, including placement on the salary schedule and benefit package until such teacher resigns, retires, or leaves the School District.

<u>Subd. 4. Final List</u>: Within ten business days thereafter, 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 it deems warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher subject to the grievance procedure. Each

year, the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or cessation of services, or new employees. Such yearly revised list shall govern the application of this article until thereafter revised.

Section 6. Effect: This article shall be effective upon execution of this Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined herein.

ARTICLE VII - SALARY

Section 1. Schedules: See Addendum #1 for salary schedules.

Section 2. Definitions:

<u>Subd 1. BA</u>: Shall require the successful completion of a four-year course at an accredited teacher training institution with the granting of a BA degree and the granting of a certificate to teach by the Minnesota Department of Education.

<u>Subd. 2. Quarter Hours</u>: Shall mean the credit value given by an accredited graduate school for the successful completion of a graduate course in fields relating to the teaching assignment. One and one-half (1.5) quarter hours are the equivalent of one (1) semester hour.

- A) <u>Undergraduate Credits</u>: Nine (9) undergraduate quarter hours may be allowed toward achievement of the BA + 15, the BA +30, or the BA + 45 lanes. These hours must be taken at an accredited teacher training institution.
- B) <u>Vocational Certification</u>: If as a requirement for vocational certification it is necessary for a teacher to provide evidence of non-college experience, i.e. work experience, beyond the BA degree, and if the vocational certificate is a requirement for teaching duties in the School District, the teacher obtaining and using the vocational certificate shall receive the equivalent of fifteen (15) quarter hour credits on the salary schedule. If the work experience is a requirement for vocational certificate renewal, the teacher shall receive the equivalent of nine (9) quarter hour credits on the salary schedule. The maximum qtr. hr. credits that can be earned by work experience for vocational certification shall be twenty-four (24).
- C) Other Credits: Courses taught through an ITV system, the internet and by independent study will be accepted for full credit under the definition of Section 4.

Subd. 3. MA: Shall require the successful completion of a graduate course of study at an

accredited teacher training institution and the granting of a MA degree.

<u>Subd. 4. Pro-rata</u>: Pro-rata pay shall be determined by dividing the annual salary by the number of days worked and then dividing this quotient by the time defined in Article XII, Section 1- Basic Day.

<u>Section 3. Status of Salary Schedule</u>: The School District reserves the right to withhold increment advancement for just cause which includes inefficiency, neglect of duty, disregard of school laws, rules, regulations or directives, Teachers so affected shall be notified in writing prior to the issuance of their individual employment contracts. The written notice shall state the reason(s) for the withholding of the increment.

<u>Section 4. Placement on Salary Schedule</u>: 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.

<u>Subd. 2. Grade and Credits</u>: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits, except as stated in Subd.2.A of this article, and carry a grade equivalent of B or higher. In the event the pass/fail method is used, a pass grade is acceptable.

Subd. 3. Prior Approval:

- a. All credits to be considered for lane change on the salary schedule must be approved by the Superintendent of schools, in writing, prior to the teacher registering for the course. Requests must include evidence the coursework is an academic course that is part of a post-bachelor's degree program at a college or taken at a university accredited in the applicable area of study. For each lane change, only 5 PDI credits taken for college credit that can obtain an official college transcript will be accepted per lane change. In the event of an emergency, telephone approval from the Superintendent will be accepted.
- b. Credits taken that will qualify a teacher to teach college level courses and are mutually agreed upon in advance by the teacher and district will be approved.

<u>Subd. 4. Effective Date</u>: A teacher who has credits that make the teacher eligible for a different lane on the salary schedule may have the individual employment contract modified and his/her salary adjusted accordingly if the teacher notifies the Superintendent and furnishes him/her with a transcript or other acceptable evidence of the credits. The

salary adjustment for a teacher who has provided acceptable evidence of earned credits shall be available two times per year at the August and February Board meetings. The effective date will be the first of the month following approval by the School District.

<u>Subd. 5. Advanced Degree Program</u>: A teacher shall be paid on the master's degree lane or higher degree lane only if the degree program is germane to the teaching assignment.

<u>Subd. 6. College in the Schools:</u> If asked by the Superintendent, a teacher, interested in earning the required credits to teach College in the Schools (CIS) will be eligible for reimbursement.

For the credits beyond a Master's degree required to teach College in the Schools (CIS) courses, the District will provide a \$250.00 per graduate credit reimbursement for up to eighteen (18) credits, at a maximum of \$4,500. Graduate credits earned will be eligible for lane advancement. The reimbursement will be paid out over the period of four (4) years, at a maximum of at a maximum of \$2,250 per calendar year. The first reimbursement will be paid in June after the teacher completes his/her first year of teaching the CIS course(s). The remaining reimbursement/s will be paid each June.

Teachers eligible for reimbursement will be expected to remain with the District for 3 years after their initial reimbursement. If the teacher voluntarily leaves the district prior to that time, he/she will repay the District for any reimbursements previously received.

Approved credit reimbursement earned or any repayment due the district during the terms of the master agreement will be honored until the reimbursement period is complete.

<u>Subd</u>, 7. Payment of Present Salary: The regulations contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid prior to the term of this Agreement.

<u>Subd. 8. Employment Beyond School Year</u>: Extension of employment, for instructional responsibilities, activities which require letters of notification (i.e. industrial arts, counseling extended time, etc.) before or beyond the regular school year including summer school, will be reimbursed on a pro-rata basis.

<u>Subd. 9. Military Training</u>: Credit for military training that interrupts teaching in the School District will be allowed up to four (4) years.

Section 5 - New Hires:

Subd. 1. Lane Placement: A newly hired teacher shall be placed on the lane of the salary schedule as provided in this article.

<u>Subd. 2. Step Placement, Teachers Without Experience</u>: A newly hired teacher, a teacher without experience, shall be placed on such step of the salary schedule as agreed between the School District and the new teacher.

<u>Subd. 3. Step Placement, Teachers With Experience</u>: A teacher with experience may be given credit for step and lane placement for teaching years when they are certified by the State of Minnesota.

Section 6 - Step Advancement Limitations:

<u>Subd. 1</u>. All teachers on the BA and the BA+15 lane will qualify for annual advancement to a maximum of step 10. Teachers on the BA+30 lane or above will fully qualify for annual step advancement until the top step is reached.

<u>Section 7. Payment</u> - Teachers' salaries shall be paid according to one of the following options at the written direction of the teacher:

- 1. 19 payments: To be paid semi-monthly until June 15 of the fiscal year
- 2. 24 payments over 12 months: To be paid semi monthly

For each option the salary shall be paid on the 15th (or the day before if the 15th falls on a federal holiday) and the last day of the month unless otherwise specified by the School District.

For teachers who work outside of the school year, teachers shall be paid in semi-monthly installments for the period employed.

ARTICLE VIII - SEVERANCE AND MATCH PROGRAMS

<u>Section 1. Severance / 403B Match</u>: A School District 403B match plan will be prorated for teachers working less than full time.

<u>Subd. 1</u>. Teachers hired during the period of January 1, 1980 - July 1, 1992, may earn a severance/403B match benefit of \$15,000 with the following conditions:

- <u>A)</u> The School District will match up to \$800 per year or the contribution in the chart based on the teacher's years, whichever is greater, to state approved 403B plans.
- <u>B</u>) The severance balance, if any, will be paid within 60 days of termination of employment.

<u>Subd. 2</u>. Teachers hired after July 1, 1992, may participate in a 403B School District match program. The School District will match each eligible teacher contribution to the level stated below, but not to exceed \$23,000 over the teacher's career in the School District. There shall be no balance paid, only the yearly match. *All years as a teacher.

Years as *Teacher	School District Match per Year
1-3	\$0
4-10	\$550
11-20	\$600
21-25	\$700
26+	\$1250

Notification of Contributions: Each year, the School District will provide a summary of the teacher's current elected contribution into the 403B and the amount they are eligible to receive as a match based on the chart included in this subdivision, along with the cumulative amount the School District has contributed on his or her behalf.

Section 2. Severance/Insurance: Teachers hired prior to July 1, 1992, and teachers hired between July 1, 1992, and July 1, 2005, with Minnesota teaching experience prior to July 1, 1989, with 20 years or more of teaching experience with the School District, are eligible for the lesser of a paid single health premium or the School District contribution (to a maximum of \$642 per month) for up to 10 years from the date of retirement or the month before the teacher becomes Medicare eligible, whichever comes first.

<u>Subd. 1. Premium</u>: The premium for single health coverage is based on the cost of single insurance as of January 1, of the retirement (calendar) year.

<u>Subd. 2. Early Retirement</u>: Teachers who apply for early retirement shall be eligible to remain in the School District existing group health and hospitalization plan.

Subd. 3. Payout: Teachers eligible for this benefit will have their calculated amount paid

into a Health Care Savings Plan within 60 days of retirement.

Section 3. Severance/Health Care Savings Plan: Permanent teachers hired after July 1, 1992, with no teaching experience in Minnesota prior to July 1, 1989, and all permanent teachers hired after July 1, 2005, shall participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) authorized under Minnesota Statutes, section 352.98 (Minn. Supp. 2001). All funds collected and/or contributed by the School District on behalf of the employee will be deposited into the employee's post employment health care savings plan account as outlined below.

<u>Subd. 1. Teacher Contributions</u>: The qualified teachers must contribute to the health care savings plan in equal pay period installments at the levels listed below. (Pro rata for less than full time.)

<u>Subd. 2. School District Contributions</u>: The School District will contribute to the health care savings plan in equal pay period installments, for those qualifying teachers, at the levels listed below, not to exceed \$35,000 over the teacher's career. (Pro rata for less than full time.)

Years as *Teacher	Annual Teacher Contribution	Annual School District Contribution
1-3	\$690	\$0
4-10	\$940	\$750
11-15	\$1,190	\$1,000
16-20	\$1,440	\$1,250
21-25	\$1,640	\$1,450
26+	\$1,940	\$1,750

Subd. 3. Catch-up: For those qualified teachers whose yearly deposits will not equal \$25,250 (pro rata for less than full time), the School District will contribute a "catch-up" amount of 50% of the shortage on or before February 28, 2008. No match contribution by

the teacher will be required for the first half of the "catch-up." The School District will contribute the second 50% of the "catch-up" in equal pay period installments in years 16 through 20 of employment. A match contribution by the teacher will be required for the second half of the "catch-up."

The School District's contributions are limited to the yearly contributions and the catchup amounts as outlined in this section.

<u>Section 4. Severance/Death of a Retired Teacher</u>: In the case of the death of the retired teacher, the School District will pay to the surviving spouse or beneficiary any severance due the retired teacher. The School District will also pay the surviving spouse or beneficiary the remainder of the insurance benefit due the retired teacher if he/she would have survived.

<u>Section 5. Tax-Sheltered Annuities</u>: Teachers may request to participate in a tax-sheltered annuity program in accordance with School District policies.

Section 6. Severance/Health Care Savings Plan (HCSP): Retirement eligible teachers will participate in the IRS approved, Integral Part Trust, health reimbursement arrangement as established under Minnesota Statutes, Section 352.98 and administered by the Minnesota State Retirement System. Those teachers will have 100% of their severance pay deposited in the approved trust within 60 days of termination of employment.

ARTICLE IX OTHER COMPENSATION

Section 1. Extra-curricular Duties: Rates are stated in Addendum #2.

<u>Subd. 1. Changes in Duties</u>: If the work in any category is administratively divided or positions merged upon the request of the affected persons, the right is reserved to divide the compensation on the basis of relative responsibility involved.

<u>Subd 2. Hiring</u>: Coaching positions to be filled will be recommended to the School Board by the Activities Director and the High School Principal.

<u>Subd 3. Payment</u>: The payment amount for extra-curricular assignments will be stated in a letter of notification. Payment is then authorized to be made when the work is completed or in installments if the period of service is more than one month.

<u>Subd 4. Assignments</u>: If a new assignment is established during the term of this Agreement, the School Board will set the rate after first consulting with the exclusive representative.

Section 2. Extra Duties

<u>Subd 1. Substitute Teaching by Regular Teachers</u>: The decision to substitute for colleagues during their preparatory period is strictly voluntary. Regular teacher substitutes can substitute for any length of time during the day as per mutual agreement. Teachers will be paid \$35.00 per hour (pro-rated if less than an hour) for actual time subbed.

<u>Subd 2. Substitute Teaching by Part-Time Teachers:</u> Part-time teachers may agree to substitute during their preparatory period as described in Subd 1. If they substitute teach outside their preparatory time, or in addition to their preparatory time, they will be compensated \$35.00 per hour (pro-rated if less than an hour) for the first sixty minutes of actual time subbed for that day. Any additional time will be paid (prorated) at the hourly substitute teacher rate.

<u>Subd. 3. Substitute Coverage Compensation – Elementary Teachers</u>

- 1. **Purpose.** This provision establishes compensation for Elementary Teachers who are assigned additional students due to the unavailability of a substitute teacher.
- 2. **Conditions for Compensation.** In the event a substitute teacher is not secured to cover the absence of an Elementary Teacher, and, at the direction of the building principal, the absent teacher's students are temporarily placed into other Elementary Teachers' classrooms, the affected teachers shall receive compensation as outlined below.
- 3. Compensation.
 - a. When coverage occurs for a **full day**, the teachers providing coverage shall equally share the **full-day substitute teacher rate**.
 - b. When coverage occurs for a **half day**, the teachers providing coverage shall equally share the **half-day substitute teacher rate**.
 - c. When coverage occurs for **less than one-half day**, the teachers providing coverage shall equally share the **hourly substitute teacher rate**.
- 4. Maximum Compensation.

In no case shall the total amount paid for such coverage exceed the current daily substitute teacher rate established by the District.

5. Authorization.

All such assignments must be authorized by the building principal prior to the redistribution of students.

Subd 4. Professional Activities:

A) Open House: Teachers of students in grades K-12 may be required to attend one (1) open house or orientation each school year. The open house or orientation shall be no longer than ninety (90) minutes in length and be scheduled after the teacher duty day. Teachers of students in K-12th grade will be released ninety

- (90) minutes early on a workshop day at the beginning of the school year as compensation for the open house. Note: Personal leave will not be approved during the Fall open house activity.
- **B)** <u>Conferences</u>: All teachers shall staff parent-teacher conference days as scheduled by the calendar committee. These times will be factored in as work days to fit within the 180 day work calendar. Note: Personal leave will not be approved during the conferences.
- C) <u>College in the Schools</u>: All teachers who attend workshops required by the post secondary institution (or optional meetings with prior approval) will be reimbursed at the rate of \$35.00 per hour. Travel expenses will be reimbursed according to policy.
- <u>Subd 5. Committees</u>: School District required committees (meet and confer, continuing education, and School District-wide staff development) which begin after the teacher work day will be reimbursed at the rate of \$35.00 per hour.
- **Subd 6. Extra Pay:** Where stipends (set dollar amounts to be paid from staff development or grant funds) are not defined, in-service events, workshops, curriculum writing or staff development activities beyond the school day or year will be reimbursed at the rate of \$35.00 per hour. When stipends are paid, employees must turn in documentation of the time spent on the task.
- **Subd 7. Alternative School:** Teachers at the alternative school will be paid \$30.00 \$35.00 per hour for time spent in instruction and approved planning time. K-12 seniority rights will only apply to regular K-12 teachers. Teachers assigned only to the alternative school shall be on a separate seniority list.

<u>Section 3. Additional Assignments</u>: Teachers performing the following duties shall be reimbursed as indicated below:

- A) Summer band: \$14.00 per hour
- B) Summer parade: \$350 for one parade or \$500 for two parades
- C) Weight room supervision: \$13.50 per hour not to exceed a total of \$3,100 per year
- D) Evening music programs: \$30.00 per hour (for those music teachers not designated as vocal or instrumental music currently on the extra-curricular assignments)
- E) One-act play set construction: \$30.00 per hour not to exceed \$750 in a year
- F) Children Center coordinator: \$3,000 per year
- G) Chaperoning Dances: \$13.50
- H) Continuing Education Chairperson: (Salary listed in Extra duty/Co-Curricular Schedule) *Split equally between ISD #1 and EM-A

I) MA Billing: \$30.00 an hour with a limit of 20 hours per instructor

<u>Section 4. Travel Expenses</u>: Mileage will be reimbursed per Internal Revenue Service Guidelines.

<u>Section 5. Other Teaching</u>: Teachers performing the following duties shall be reimbursed as indicated below:

- A) Homebound instruction: \$35.00 per hour plus mileage
- B) Substitute teacher: Substitute teachers will be provided whenever possible in the absence of a classroom teacher.
- C) Staff assigned to teach college credits will be compensated at \$50.00 for each college credit they teach.

<u>Section 6. Sport Passes</u>: Members can purchase season sports passes for themselves and their household at 50% face value until September 30. Any passes purchased after September 30 will be at full price. If sports passes are lost, new passes can be purchased according to school district policy. A household shall consist of a husband, wife, and children less than 22 years of age as long as they are still in school.

ARTICLE X - GROUP INSURANCE

Section 1. Health and Hospitalization:

<u>Subd. 1. Selection</u>: The selection of the insurance carrier and policy shall be made by the School District as provided by law. The aggregate value of benefits shall be essentially equivalent to those provided by M.S. 471.6161, Section 5. Teachers may choose a plan and a deductible to suit their needs.

<u>Subd. 2. Full-time Teacher</u>: For the purpose of this article, a full-time teacher is defined as a teacher who is contracted for time equal or greater than the time defined in Article XII, Section 1 - Basic Day.

Subd. 3. School District Contributions: The School District shall pay up to a maximum of \$933 from July 1, 2025 through December 31, 2025, \$1,054 starting January 1, 2026 through December 31, 2026 and \$1,107 starting January 1, 2027 per month toward the premium of individual and dependent health and hospitalization coverage for the School District insurance plans for qualified teachers who wish to participate in dependent coverage and at a pro-rata amount for teachers who are employed by the School District in a capacity that is less than full-time. At the expiration of this Agreement, if the new Agreement is not settled, teachers with dependent coverage will contribute at their current level.

Health Savings Account (HSA) - If an active employee enrolls in a qualifying high deductible group health insurance plan and the premium is less than the District's maximum contribution, the District will contribute the difference into an HSA for the employee. The combined employer and employee contributions to an HSA cannot exceed the contribution limits established by the Internal Revenue Service.

If an employee changes to a high deductible plan and has a Flexible Spending Account (FSA) with their current plan, the difference contributed by the District will accrue until January 1. The difference will be deposited into the employee's HSA account as part of the first payroll of the calendar year. The employee may also begin HSA contributions at that time.

If the school district receives additional, special state funding for a health insurance program and if other School District revenues are not reduced, a prorated share of the additional funding shall be applied to the teacher salary schedule using the same method of salary distribution that exists in the schedule in Article VII.

<u>Subd. 4. Claims Against the School District</u>: 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.

<u>Subd. 5. Duration of Insurance Contribution</u>: A teacher is eligible for School District contribution as provided in this article as long as the teacher is a full-time teacher employed by the School District. Upon termination of employment, all School District contributions shall cease. A terminated teacher, whose termination was for reasons other than his/her disability or retirement, may elect to continue insurance coverage for a period of time as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA). The terminated teacher must pay full costs for continued coverage, in advance, on a monthly basis.

Section 2. Long-Term Disability Insurance:

<u>Subd. 1. Selection</u>: The selection of the long-term disability insurance carrier and policy shall be made by the School District. The aggregate value of benefits provided shall not be less than those currently provided.

<u>Subd. 2. Payments</u>: The School District will provide the premium cost for long-term disability insurance through payroll addition and the teacher will be required to pay the premium cost through payroll deduction.

<u>Subd. 3. Claims Against the School District</u>: The School District's only obligation is to purchase an insurance policy and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

<u>Subd. 4. Eligibility</u>: A teacher is eligible for long term disability coverage as provided in this article as long as the teacher is employed by the School District. Upon termination of employment, coverage shall cease.

Section 3. \$50.000 Life Insurance:

<u>Subd. 1. Selection</u>: The selection of the life insurance carrier and policy shall be made by the School District. The aggregate value of benefits provided shall not be less than those currently provided. Benefit amounts are subject to the terms, conditions and applicable limits defined by the policies.

<u>Subd. 2. School District Contribution</u>: The School District shall pay the entire life insurance premium.

<u>Subd. 3. Claims Against the School District</u>: 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.

<u>Subd, 4. Eligibility</u>: A teacher is eligible for the life insurance coverage and School District contribution as provided in this article as long as the teacher is employed by the School District. Upon termination of employment, all School District contributions shall cease.

Section 4. Dental Insurance:

Subd. 1. Selection: The selection of the dental insurance carrier and policy shall be made by the School District. The aggregate value of benefits provided shall not be less than those currently provided. The School District shall notify the union once the selection of insurance has been made.

<u>Subd. 2. School District Contributions</u>: The School District shall pay \$35.00 a month toward the premium for qualified teachers who wish to participate in dental coverage plan. All additional costs of premiums shall be borne by the teacher.

Subd. 3. 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.

<u>Subd. 4. Eligibility</u>: A teacher is eligible for dental insurance coverage and School District contribution as provided in this article as long as the teacher is a full-time teacher employed by the School District. Upon termination of employment, all School District contribution shall cease.

ARTICLE XI - LEAVES OF ABSENCE

Section 1. Sick Leave:

<u>Subd. 1. Earning</u>: All full-time teachers shall earn sick leave at the rate of 92 hours each year of employment in the School District, or pro-rated for less than full-time employment. Ninety two hours (92) of sick leave will be credited on the teacher's first day of employment. Should a teacher leave the School District before earning a day or days that have already been used as sick leave, he/she will be deducted his/her daily rate of pay from his/her last paycheck for each day taken that had not yet been earned.

<u>Subd. 2. Accumulation</u>: For each teacher, unused sick leave may accumulate to a maximum credit of 909.6 hours (as defined in Article XII, Section 1 - Basic Day).

<u>Subd. 3. Use</u>: Sick leave with pay shall be allowed by the School District whenever a teacher's absence is due to illness, injury or disability of the teacher or as allowed under Minnesota Statute 181.9413. The maximum sick leave a teacher can use for a disability shall be the minimum amount necessary to qualify for disability benefits provided under

<u>Subd. 4 Physician Note</u>: When three or more consecutive days of sick leave are taken or when sick leave abuse is suspected, the School District may require a teacher to furnish a note from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave. In the event that a physician note will be required, the teacher will be so advised.

<u>Subd. 5 Deduction</u>: Sick leave allowed shall be deducted from the accrued sick leave hours earned by the teacher.

<u>Subd. 6 Approval</u>: Sick leave pay shall be approved only upon submission of a request through the District's absence tracking system.

<u>Subd. 7 Seniority</u>: A teacher on sick leave will continue to accrue seniority.

Subd. 8 Wellness Incentive: At the end of the school year, any accumulated sick leave over 108 days will be compensated at \$50.00 per day to be paid prior to July 1 of the next fiscal year. The amount earned will be calculated after personal leave buy back (Article XI, Section 2, Subd. 4). The maximum amount to be reimbursed will be 8 days (60.64 hours).

<u>Subd. 9. Sick Leave Donation</u>: Teachers may donate 1 day of unused sick leave to someone that has exhausted his/her sick leave due to an illness of the teacher or eligible family member as defined by statute, providing the teacher receiving the donation is not eligible for long-term disability. The time can be donated in one-hour increments and will not be subject to a wage value calculation. Personal leave must be exhausted/used up in order to donate one sick leave day.

Section 2. Personal Leave:

<u>Subd. 1. Earning</u>: A teacher shall be granted personal leave of thirty one (31) hours, non cumulative, for situations which must be handled during the teacher work day requiring the teacher's personal attention. No personal leave will be granted on the first day of classes and the last ten (10) days of classes each school year or on conference days except by permission of the Superintendent in the case of an emergency. The determination of what is an emergency is the decision of the Superintendent. Personal leave taken shall be deducted from sick leave.

<u>Subd. 2. Request for Leave</u>: Requests for this leave must be made using the electronic employee leave system at least three days in advance, except in the event of emergencies in which case a telephone call to the Superintendent or his/her designee requesting is acceptable. The request shall state that the proposed leave is for personal reasons. Personal leave must have prior approval for the purpose of limiting the number of teachers absent to no more than seven (7) percent on a given day. Personal leave on any single day is limited to no more than seven percent of the teachers. Exceptions may be made at the discretion of the Superintendent.

Subd. 3. Seniority: A teacher on personal leave will accrue seniority.

<u>Subd. 4. Leave Buy Back Provision</u>: Teachers who have achieved continuing contract with the School District have the option to sell back the remaining balance of their 31 hours of personal leave each fiscal year. All unused personal leave time will be paid at the substitute rate and will be paid prior to July 1 of the next fiscal year.

<u>Subd. 5. Leave Donation</u>: Teachers may donate their unused personal leave to someone that has exhausted his/her sick leave due to an illness of the teacher or eligible family

member as defined by statute, providing the teacher receiving the donation is not eligible for long-term disability. The time can be donated in one-hour increments and will not be subject to a wage value calculation.

Subd. 6. Leave Carry Over: Teachers may carry over one (1) personal leave day to the following school year. The maximum number of personal leave days a teacher can accrue and/or use is five (5) per year.

Section 3. Bereavement Leave:

Subd.1. Earning: Teachers shall be granted up to 10 days per occurrence, with pay, in the event of the death of a person of significance as defined by ESST language:

- 1. their child, includes foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of parent)
- 2. their spouse or registered domestic partner
- 3. their sibling, step sibling or foster sibling
- 4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of parent)

Teachers shall be granted up to 5 days of bereavement leave per occurrence, in the event of the death of a person of significance as defined by ESST language:

- 5. their grandchild, foster grandchild or step-grandchild
- 6. their grandparent, foster grandparent or step-grandparent
- 7. child of a sibling of the teacher
- 8. a sibling of the parents of the teacher
- 9. a child-in-law or sibling-in-law of the teacher
- 10. any of the family members listed in 1- 9 of an employee's spouse or registered domestic partner
- 11. any other individual related by blood or whose close association with the employee is equivalent of a family relationship
- 12. up to one individually annually designated by the employee

Subd. 2. Seniority: A teacher on bereavement leave will accrue seniority.

Section 4. Leave of Absence:

<u>Subd. 1. Process</u>: A teacher, upon written request, may be granted a leave of absence without pay, for a period of up to five (5) years. Leaves of absence of ten (10) days or less must have the prior, written approval of the Superintendent. Leaves of absence for periods of more than 10 days must have the prior written approval of the School Board. A

teacher shall retain fringe benefits of dental and health insurance only by paying monthly for them in advance. The employee shall receive no step advance on the salary schedule for the year(s) on leave. Leave of absence is granted solely at the discretion of the School District notwithstanding any past practice to the contrary. Teachers on leave must notify the School District by February 1 stating their intention to or not to return the following year. Failure to notify the School District will result in the forfeiture of the position and right to return.

<u>Subd. 2. Seniority</u>: A teacher on a leave of absence for a year or more will not accrue seniority.

Section 5. Legal Leave:

<u>Subd. 1. School District Request</u>: In cases when a teacher must appear as a witness at the request of the School District, the teacher shall not lose any pay or fringe benefits for the time absent.

Subd. 2. Job-related Absence: In cases when the teacher must make an appearance at a job related liability legal proceeding, the teacher shall not lose any pay or fringe benefits for the time absent.

<u>Subd. 3. Legal Matters for Immediate Family</u>: When a teacher's personal leave is exhausted, he/she will be allowed to participate in mandatory legal matters requiring his/her attendance concerning immediate family members. An immediate family member is a spouse, child or parent. Hours used will be deducted from sick leave.

Subd. 4. Seniority: A teacher on legal leave will accrue seniority.

Section 6. Sabbatical Leave:

<u>Subd. 1. Purpose</u>: Sabbatical leave at 1/2 salary plus fringe benefits shall be available, for purposes of study in their present area of certification, to teachers after six years of service in the School District. One teacher at a time may be granted sabbatical leave during the school year.

<u>Subd. 2</u>. Teacher Guarantee of Return: Any teacher who makes application for and accepts sabbatical leave shall agree that, upon the conclusion of said sabbatical leave, the teacher shall return to the teacher's position for a period of not less than three years or repay the School District that portion of salary received and other costs of fringe benefits received while on sabbatical leave. In addition, if the teacher does not return for the full 3 years, the teacher shall pay an additional 7% interest on all salaries and costs of fringe

benefits received while on sabbatical leave, repayable in twelve (12) equal monthly installments from the date of normal re-employment.

<u>Subd. 3. Return from Leave</u>: Upon return from leave, a teacher shall be treated as if the teacher were actively employed by the School District during the leave and shall be placed on the salary schedule at the seniority level the teacher would have achieved if the teacher had not been absent.

<u>Subd. 4. Benefits</u>: All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon the teacher's return, and the teacher shall be assigned to the same position which the teacher held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

<u>Section 7. Maternity or Adoption Leave</u>: The School District shall grant a leave to any teacher who makes written application.

<u>Subd. 1. Process</u>: The request must be in writing and submitted prior to the end of the fifth month of pregnancy or four months prior to an expected adoption.

Subd. 2. Return to Work: The teacher shall return to work following childbirth, at a natural break in the school year.

Subd. 3. Application of Sick Leave: Sick leave may be used for maternity leave or any prenatal or postnatal complications per physician approval.

<u>Subd. 4. Probationary Period</u>: The parties agree that the applicable periods of probation for teachers set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to state, therefore, that periods of time for which the teacher is on maternity leave shall not be counted in determining the completion of the probationary period.

<u>Subd. 5. Paternity Leave</u>: Paternity leave up to five (5) days shall be granted for the birth of a child. The time shall be deducted from sick leave.

Subd. 6. Adoption: Adoption leave up to five (5) days shall be granted in a year for the adoption of a child. The time shall be deducted from sick leave.

<u>Subd. 7. Seniority</u>: The continuing contract shall remain in effect, and the teacher shall accrue all seniority, increments, and fringe benefits.

Section 8. Birth/Adoption Leave under FMLA:

<u>Subd. 1. Granting of Leave</u>: Unpaid leaves of absence to natural or adoptive parents in conjunction with birth or adoption will be granted according to Minnesota State Law. To the extent that parental or medical leave qualifies for coverage under the FMLA legislation, health insurance benefits shall be continued as if the teacher was in actively employed to the extent required under FMLA,

Subd. 2. Seniority: Seniority will accrue during this leave up to a maximum of 12 weeks only.

Section 9. Exclusive Representative Business Leave:

<u>Subd. 1. Earning</u>: At the beginning of each school year, the School District shall provide time equivalent to ten days (as defined in Article XII, Section 1 – Basic Day), accumulative to 15 days of leave of absence, such leave to be used by the elected officials or appointed representatives of the exclusive representative for the purposes of conducting out-of-School District duties, mediation, or arbitration duties of the exclusive representative. A pre-designated official of the exclusive representative shall notify the Superintendent in writing at least five (5) days prior to the date for any such intended use of leave, except in an emergency as determined at the discretion of the Superintendent.

Subd. 2. Seniority: Teachers will accrue seniority while on exclusive representative leave.

Section 10. Jury Duty and Court Appearances:

<u>Subd. 1. Compensation</u>: When a teacher is called for jury duty or subpoena and must lose duty days as a result thereof, the teacher shall receive his/her regular rate of pay after submitting to the School District the pay received for serving on jury duty or court appearances. Teachers will return to school when excused from jury duty or court appearances if school remains in session.

Subd. 2. Seniority: Teachers will accrue seniority while on jury duty leave.

<u>Section 11. Exclusive Representative Officer Leave</u>: A leave of absence of up to five years shall be granted to any teachers, upon application and approval by the School Board, for the purpose of serving as officers of the exclusive representative or on its staff. While on such leave, teachers shall not receive credit for those years on the salary schedule or on the seniority list.

Section 12. Military Leave: Military leave will be granted according to applicable law.

<u>Section 13. eLearning language/leave:</u> If a teacher has a sick or personal day scheduled and that day becomes an eLearning day, and the teacher performs their job remotely, the teacher must contact their school administration on the eLearning day to confirm that they are available to fulfill their duties for the eLearning day. Teachers who follow this procedure will be credited their day of leave back.

ARTICLE XII - HOURS OF SERVICE

<u>Section 1. Basic Day</u>: The teacher's basic day shall be seven hours and thirty five minutes, not including the duty-free lunch described in Article V, Section 7.

<u>Section 2. Building Hours</u>: The specific duty times at any individual building may vary according to the needs of the educational program of the School District. The specific class times for each building will be designated by the School District.

<u>Section 3. Additional Activities</u>: In addition to the basic School District day, teachers may be required to reasonably participate in School District activities beyond the basic teacher's day as is required by the School District. Extra activities include parent/teacher conferences, one fall open house activity (K-12th grade) one and one-half hours in length, field trip activities and concerts which are scheduled by teachers prior to or after the teacher duty day. These extra activities are part of a teacher's professional duties and are not remunerated beyond regular salary. Extra required duties will be specified in letters of notification or by verbal assignment.

Section 4. Preparation Time:

<u>Subd. 1. Classroom Instructional Time</u>: Within the student day, for every twenty-five (25) minutes of instructional time, a minimum of five (5) additional minutes of preparation time shall be provided to each teacher. Preparation time shall be provided in one (1) or two (2) uninterrupted blocks during the student day. Exceptions may be made by mutual agreement between the School District and the exclusive representative.

<u>Subd. 2. Special Events</u>: If a teacher preparation time falls during the time of a special event (lyceum, program, concert, etc.), that preparation time will be honored. However, teachers are expected to accompany students to the special event from the classroom and see that the students are properly seated prior to leaving for preparation time. At the conclusion of the program, if necessary (students need to return to a classroom), teachers will escort the students and accompany them back to the classroom or to their next class.

<u>Section 5. Part-Time Teachers</u>: A part-time teacher's time (as a percentage) will be calculated by adding the number of teaching minutes to the preparation time minutes and dividing that sum by the number of minutes in a Basic Day (as defined in Section 1).

ARTICLE XIII - LENGTH OF THE SCHOOL YEAR

<u>Section 1. Teacher Duty Days</u>: Teachers shall be responsible to perform services on 180 duty 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.

At the District's discretion, one additional day may be added to the calendar. This day will be paid at pro rata. Sick and personal leave provisions will apply. The decision to add this day will be made no later than the regular May School Board meeting.

A second additional day may be added when the following provisions are met:

- A) The School District makes the request to school site teams for an additional day.
- B) School site teams agree to have that site's teachers participate in the additional day. This day will be paid pro-rata.
- C) For the second added day, individual teachers have the option to not participate and to not be paid.

<u>Section 2. Emergency Closings</u>: In the event of a student day or teacher duty day lost for any emergency, the teacher shall perform duties on another day. The School District shall reschedule any required day after having consulted the exclusive representative.

<u>Section 3. Conduct of School on Certain Holidays</u>: Within the terms of this Agreement, holidays shall be those days as designated on the official school calendar. School may be conducted on certain holidays which include: Martin Luther King's Birthday, Lincoln and Washington's Birthdays, Columbus Day, and Veterans' Day when provisions of M.S. 128.42 are met.

ARTICLE XIV - EARLY CHILDHOOD TEACHERS

<u>Section 1. Statutory Consideration</u>: Pursuant to M.S. 122A.26, a teacher who teaches in an early childhood and family education program, which is offered through a community education program which qualifies for community education aid or ECFE aid, must meet licensure requirements as a teacher. It is agreed that M.S. 122A.26 applies to ECFE teachers in the same manner in which it applies to K-12 teachers.

<u>Section 2. Application of Agreement</u>: The parties recognize that the employment of Aitkin Children's Center is unique and market driven and, accordingly, requires particular consideration in the Agreement because of this unique employment relationship.

Section 3. Layoff and Recall:

<u>Subd. 1. Seniority List</u>: All teachers holding positions in the Aitkin Children's Center program shall be placed into a separate seniority list. Aitkin Children's Center teachers shall not have bumping rights into the K-12 Seniority List, nor shall the K-12 teachers have bumping rights into the Aitkin Children's Center Seniority List. Aitkin Children's Center teachers shall be laid off and recalled as described in ARTICLE VI.

<u>Subd. 2. Adjusted Hours</u>: When teachers have hours adjusted from one year to the next to the extent of a 10% change or less, those teachers need not be placed on ULA but must be notified of the changed hours. The School District will be held harmless for not placing teachers on ULA under this subdivision.

<u>Section 4. Applicable Sections of the Master Agreement</u>: Aitkin Children's Center teachers shall be covered by all sections of the Master Agreement with the exception of those listed in Section 5.

<u>Section 5. Sections of the Master Agreement not Applicable</u>: Aitkin Children's Center teachers shall not be eligible for the following articles or portions of the Master Agreement that apply only to K-12 teachers.

ARTICLE XII Hours of Service

ARTICLE XIII Length of School Year.

<u>Section 6. Hours of Service, Duty Day and Duty Year</u>: Recognizing the unique, changing, and irregular nature of the Aitkin Children's Center Program, hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the Aitkin Children's Center program

<u>Section 7. Preparation Time</u>: For every 25 minutes of teaching time, a minimum of five (5) additional minutes of preparation time will be provided to each Aitkin Children's Center teacher. Preparation time shall be provided in one (1) or two (2) uninterrupted blocks. Additional set-up and/or conferencing-time may be scheduled by the School District as needed to accommodate the unique needs of the program.

<u>Section 8. Special Compensation</u>: The Aitkin Children's Center teachers hourly rate for home visits and pre-school registration time will be paid pro-rata, to a maximum of \$27.00 per hour.

ARTICLE XV - GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A grievance shall mean a claim by a teacher or a group of

teachers resulting in a dispute that there has been a misinterpretation or misapplication of terms and conditions of employment insofar as such matters are contained in this Agreement.

<u>Section 2. Representative</u>: During any step of the procedure, the teacher, administrator, or School District may be represented by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to all week days not designated as holidays by state law.

<u>Subd. 3. Computation of Time</u>: In computing any period of time prescribed by procedures herein, the date of the act, 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 bears a postmark of the United States Mail within the time period.

<u>Section 4. Time Limitation and Waiver</u>: Failure to file any grievance within the time periods prescribed hereafter 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. Failure by the School District or its representative to issue a decision within the time periods hereafter provided, shall constitute a denial of the grievance and the teacher may appeal to the next level.

<u>Section 5. Adjustment of Grievance</u>: An effort shall first be made to adjust a grievance informally between the teacher and his/her supervising principal. The School District and the teacher shall attempt to adjust all unsettled grievances that may arise during the course of employment of any teacher within the School District in the following manner:

<u>Subd. 1. Level I</u>: If informal discussions are not successful, the grievance, to be valid for consideration, must be submitted in writing to the supervising principal, setting forth the facts and the specific provision of the Agreement allegedly violated and the relief sought, within ten days after the date of the event giving rise to the grievance occurred. The supervising principal shall give a written decision on the grievance to the parties involved

within five days after receipt of the written grievance. If such decision is not received in the time frame, the teacher may appeal to the next level.

<u>Subd. 2. Level II</u>: If the grievance is not resolved in Level I, an appeal may be made to the Superintendent, provided such appeal is made in writing within five days after receipt of the decision in Level I. The Superintendent or his/her designee will meet with the parties involved and within five days issue a decision in writing. If such decision is not received in the time frame, the teacher may appeal to the next level.

<u>Subd. 3. Level III</u>: If the grievance is not resolved in Level II, an appeal may be made to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. The School Board will, within ten days meet with the parties involved and five days thereafter issue a decision in writing. If such decision is not received in the time frame, the teacher may appeal to the next level.

<u>Section 6. School Board Review</u>: The School Board reserves the right to review and change any decision issued under Level I or Level II provided such change is made within ten (10) days after the decision was issued. In the event the School Board changes a decision previously rendered under the grievance procedure the teacher retains those rights of arbitration hereinafter provided.

<u>Section 7. Arbitration Procedures</u>: No grievance shall be considered for arbitration which has not been first duly processed in accordance with the grievance procedure heretofore prescribed. If the teacher and the School Board are unable to resolve a grievance, the grievance may be submitted to arbitration as defined herein:

<u>Subd. 1. Request</u>: A request to submit a grievance to arbitration must be in writing, signed by the teacher and submitted to the Chairperson of the Board of Education within five (5) days following the decision in Level III of the grievance procedure.

<u>Subd. 2. Selection of Arbitrator</u>: The representative of the School Board and the teacher or the teacher's representative shall, within five days after the request to arbitrate, attempt to mutually select an arbitrator. If the parties cannot agree as to the arbitrator, they will obtain a list of arbitrators and each will strike until one is left. This process shall not take longer than ten additional days.

<u>Subd. 3. Hearing</u>: 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.

<u>Subd. 4. Decision</u>: Decisions by the arbitrator in cases properly presented before them shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided in P.E.L.R.A.

<u>Subd. 5. Expenses</u>: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party, the cost of which will be borne by the requesting party. The parties shall share equally fees and expenses of the arbitrator.

Subd. 6. 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.

Section 8. General:

<u>Subd. 1. Exclusive Representative Representation</u>: At least one representative of the exclusive representative shall be allowed to attend and present his/her views at any meetings, hearing appeals or other proceedings relating to a grievance which has been formally presented.

Subd. 2. Personnel Files: The fact that a grievance is raised by a teacher or group of teachers shall not be recorded in the personnel file(s).

Subd. 3. Hearing: Any hearing provided for in the grievance procedure shall be conducted at a time and place which will afford an opportunity for all persons entitled to be present to attend.

ARTICLE XVI - DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2025, through - June 30, 2027, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent to the other party no later than May 1, 2027, unless a petition has been filed with the Bureau of Mediation Service contesting the exclusive representative's right to negotiate. The parties may upon mutual agreement commence negotiations 120 days prior to the expiration of this Agreement.

Section 2. Interpretation:

<u>Subd. 1. Reopener</u>: Representatives of the School District and exclusive representative committees may meet at the request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems of interpretation and administration that may arise. These meetings are not intended to bypass the grievance procedure.

<u>Subd. 2. Negotiation Meetings</u>: All meetings between the representatives of the School District and the exclusive representative bargaining committees will be scheduled to take place promptly at times when the teachers involved are free from assigned responsibilities unless otherwise mutually agreed.

<u>Subd. 3. Ratification</u>: Should such a meeting result in a mutually acceptable interpretation of the Agreement language, the interpretation shall be subject to ratification by the School District and exclusive representative.

<u>Section 3. Effect</u>: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

<u>Section 4. Finality</u>: Any matters relating to this Agreement, or to the Agreement term, whether or not referred to in this Agreement, shall not be opened for negotiation or amendment, unless by mutual consent of the School Board and the exclusive representative during the term of this Agreement, unless it be found contrary to law. Then such provision or application shall not be deemed valid except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

<u>Section 5. Severability</u>: 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: 2025-2026

Step	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	CIS
1	\$44,991	\$46,003	\$47,038	\$48,097	\$49,179	\$50,285	\$51,417	\$52,574	\$53,757	\$54,966	\$56,203
2	\$46,566	\$47,613	\$48,685	\$49,780	\$50,900	\$52,045	\$53,216	\$54,414	\$55,638	\$56,890	\$58,170
3	\$48,195	\$49,280	\$50,389	\$51,522	\$52,682	\$53,867	\$55,079	\$56,318	\$57,585	\$58,881	\$60,206
4	\$49,882	\$51,005	\$52,152	\$53,326	\$54,526	\$55,752	\$57,007	\$58,289	\$59,601	\$60,942	\$62,313
5	\$51,628	\$52,790	\$53,978	\$55,192	\$56,434	\$57,704	\$59,002	\$60,330	\$61,687	\$63,075	\$64,494
6	\$53,435	\$54,637	\$55,867	\$57,124	\$58,409	\$59,723	\$61,067	\$62,441	\$63,846	\$65,283	\$66,751
7	\$55,305	\$56,550	\$57,822	\$59,123	\$60,453	\$61,814	\$63,204	\$64,627	\$66,081	\$67,567	\$69,088
8	\$57,241	\$58,529	\$59,846	\$61,192	\$62,569	\$63,977	\$65,417	\$66,888	\$68,393	\$69,932	\$71,506
9	\$59,245	\$60,578	\$61,941	\$63,334	\$64,759	\$66,216	\$67,706	\$69,230	\$70,787	\$72,380	\$74,009
10	\$61,318	\$62,698	\$64,108	\$65,551	\$67,026	\$68,534	\$70,076	\$71,653	\$73,265	\$74,913	\$76,599
11	N/A	N/A	\$66,352	\$67,845	\$69,372	\$70,933	\$72,529	\$74,160	\$75,829	\$77,535	\$79,280
12	N/A	N/A	\$68,675	\$70,220	\$71,800	\$73,415	\$75,067	\$76,756	\$78,483	\$80,249	\$82,055
13	N/A	N/A	\$71,078	\$72,677	\$74,313	\$75,985	\$77,694	\$79,443	\$81,230	\$83,058	\$84,926
20	N/A	N/A	\$73,566	\$75,221	\$76,914	\$78,644	\$80,414	\$82,223	\$84,073	\$85,965	\$87,899
25	N/A	N/A	\$76,141	\$77,854	\$79,606	\$81,397	\$83,228	\$85,101	\$87,016	\$88,973	\$90,975

^{*}Teachers beginning their 20th and 25th year of service as a teacher with the Aitkin Public Schools, not including years taught elsewhere, who have achieved the BA30 lane or higher will move to Step 20 and 25 which is indexed at 1.035. See schedule above.

^{**}CIS (College in the Schools) lane is for teachers' who are at MA+60 and take a minimum of 15 credits required to teach a district CIS course at AHS with prior approval from the Superintendent.

Year 2: 2026-2027

Step	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	CIS
1	\$46,003	\$47,038	\$48,096	\$49,179	\$50,285	\$51,417	\$52,573	\$53,756	\$54,966	\$56,203	\$57,467
2	\$47,613	\$48,684	\$49,780	\$50,900	\$52,045	\$53,216	\$54,413	\$55,638	\$56,890	\$58,170	\$59,478
3	\$49,280	\$50,388	\$51,522	\$52,681	\$53,867	\$55,079	\$56,318	\$57,585	\$58,881	\$60,206	\$61,560
4	\$51,004	\$52,152	\$53,325	\$54,525	\$55,752	\$57,006	\$58,289	\$59,601	\$60,942	\$62,313	\$63,715
5	\$52,790	\$53,977	\$55,192	\$56,434	\$57,703	\$59,002	\$60,329	\$61,687	\$63,075	\$64,494	\$65,945
6	\$54,637	\$55,866	\$57,123	\$58,409	\$59,723	\$61,067	\$62,441	\$63,846	\$65,282	\$66,751	\$68,253
7	\$56,549	\$57,822	\$59,123	\$60,453	\$61,813	\$63,204	\$64,626	\$66,080	\$67,567	\$69,087	\$70,642
8	\$58,529	\$59,846	\$61,192	\$62,569	\$63,977	\$65,416	\$66,888	\$68,393	\$69,932	\$71,505	\$73,114
9	\$60,577	\$61,940	\$63,334	\$64,759	\$66,216	\$67,706	\$69,229	\$70,787	\$72,379	\$74,008	\$75,673
10	\$62,697	\$64,108	\$65,550	\$67,025	\$68,533	\$70,075	\$71,652	\$73,264	\$74,913	\$76,598	\$78,322
11	N/A	N/A	\$67,845	\$69,371	\$70,932	\$72,528	\$74,160	\$75,829	\$77,535	\$79,279	\$81,063
12	N/A	N/A	\$70,219	\$71,799	\$73,415	\$75,067	\$76,756	\$78,483	\$80,248	\$82,054	\$83,900
13	N/A	N/A	\$72,677	\$74,312	\$75,984	\$77,694	\$79,442	\$81,229	\$83,057	\$84,926	\$86,837
20	N/A	N/A	\$75,221	\$76,913	\$78,644	\$80,413	\$82,222	\$84,072	\$85,964	\$87,898	\$89,876
25	N/A	N/A	\$77,853	\$79,605	\$81,396	\$83,228	\$85,100	\$87,015	\$88,973	\$90,975	\$93,022

^{*}Teachers beginning their 20th and 25th year of service as a teacher with the Aitkin Public Schools, not including years taught elsewhere, who have achieved the BA30 lane or higher will move to Step 20 and 25 which is indexed at 1.035. See schedule above.

^{**}CIS (College in the Schools) lane is for teachers' who are at MA+60 and take a minimum of 15 credits required to teach a district CIS course at AHS with prior approval from the Superintendent.

Extra duty/Co-Curricular Schedules (2.25% each year)

High School:

Activity	2025-2026	2026-2027
Activities Director	\$6,280	\$6,421
Concessions	\$2,748	\$2,810
Ticket Manager	\$2,748	\$2,810

High School Activities:

2026-2027
\$4,013
\$1,204
\$2,327
\$3,611
\$1,204
\$796
\$5,433
\$804
\$804
\$737
\$508
\$1,552
\$2,046
\$1,605
\$2,327
\$1,284

Science Fair	\$1,897	\$1,939
Set Design	\$2,410	\$2,464
Speech (Not offered)		
Sr. Class Advisor	\$786	\$804
Student Council - Middle School	\$1,168	\$1,194
Student Council - Sr. High	\$1,570	\$1,605
Vocal Music/Musical	\$5,314	\$5,433
Assistant	\$3,385	\$3,462

Elementary:

Activity	vity 2025-2026	
Extra Duty	\$1,555	\$1,590
Math Masters	\$721	\$737
Student Council	\$721	\$737

District Wide:

Activity	2025-2026	2026-2027
Continuing Education Chairperson	\$1,178	\$1,204

^{*} Process to become a club that has a paid advisor is listed below.

Class A Clubs:	<u>Class B Clubs</u> :	Class C Clubs:
International Club FFA Approved by the board to be paid under "Class A Clubs" and meet class B criteria.	Unpaid ISD 1 clubs that meet the following criteria: 1) at least 2nd year in operation, 2) Hold meetings/activities outside the teachers contracted hours 3) Documented number of hours committed (outside contracted hours) 4) Recommended minimum number	Art Culinary Fishing Unpaid ISD 1 clubs (to move to class B, it must be approved by the athletic director and meet the class B criteria).

of student participants at 8	
5) Participate in competitions or	
exhibitions demonstrating the	
accomplishments of the group	
6) Request Administration's approval	

Activities 2025-2026, 2026-2027 school years

		+	<u> </u>		
	2025-2026	2026-2027			
Baseball - Head	\$5,125	\$5,240			
HS Assistant	\$3,536	\$3,615			
Jr. High	\$2,359	\$2,412			
Boys Basketball - Head	\$6,243	\$6,384			
HS Assistant	\$4,467	\$4,568			
C-Squad	\$4,467	\$4,568			
Jr. High	\$2,720	\$2,781			
Girls Basketball Head	\$6,243	\$6,384			
HS Assistant	\$4,467	\$4,568			
C-Squad	\$4,467	\$4,568			
Jr. High	\$2,720	\$2,781			
Dance-Head	\$5,448	\$5,570			
HS Assistant	\$3,778	\$3,863			
Football-Head	\$5,805	\$5,935			
*HS Assistant(3)	\$4,097	\$4,189			
C-Squad	\$4,097	\$4,189			
Jr. High (2)	\$2,345	\$2,397			
Boys Golf-Head	\$4,967	\$5,079			
HS Assistant	\$3,403	\$3,479			
Jr. High	\$2,218	\$2,268			
Girls Golf - Head	\$4,967	\$5,079			
HS Assistant	\$3,403	\$3,479			
Jr. High	\$2,218	\$2,268			
Softball-Head	\$5,125	\$5,240			
HS Assistant	\$3,536	\$3,615			

Jr. High	\$2,359	\$2,412			
Boys Tennis-Head	\$4,736	\$4,843			
HS Assistant	\$3,425	\$3,502			
Jr. High	\$2,214	\$2,264			
Girls Tennis-Head	\$4,736	\$4,843			
HS Assistant	\$3,425	\$3,502			
Jr. High	\$2,214	\$2,264			
Boys Track	\$5,125	\$5,240			
HS Assistant	\$3,417	\$3,494			
Jr.High	\$2,333	\$2,386			
Girls Track	\$5,125	\$5,240			
HS Assistant	\$3,417	\$3,494			
Jr.High	\$2,333	\$2,386			
*Volleyball-Head	\$5,450	\$5,573			
*HS. Assistant	\$3,873	\$3,960			
C-Squad	\$3,873	\$3,960			
Jr. High	\$2,345	\$2,397			
Wrestling-Head	\$5,898	\$6,030			
Assistant	\$4,261	\$4,357			
	\$2,762	\$2,824			

When Co-Coaching, the salaries for the two positions being shared will be added together and divided by 2 to determine the amount each coach will receive as compensation.

season must last the same number days and/or the coach must coach the same number of days as the Varsity/JV schedule. This includes the

MSHSL tournaments. If they do not meet this criteria they will be paid at the Jr. High/7&8th grade level.

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

For: Education Minnesota - Aitkin	For: <u>Independent School Dist. No. 1</u>			
EM-A President	Board Chairperson			
Secretary	Clerk			
Negotiator	Negotiator			
Dated theday of, 2025	Dated theday of, 2025			