

**MASTER AGREEMENT**

**2025-2026-2027**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT NO. 1**

**AITKIN, MINNESOTA**

**AND**

**AITKIN EDUCATION SUPPORT STAFF (AESS)**

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## ARTICLE I - PURPOSE

**Section 1. Parties:** THIS AGREEMENT is entered into between Independent School District No. 0001, Aitkin, Minnesota, hereinafter referred to as the District or School District, and Aitkin Education Support Staff (A.E.S.S.), Education Minnesota, National Education Association (NEA), American Federation of Teachers (AFT), American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for all paraprofessional employees employed by Independent School District No. 0001, Aitkin, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, Subd. 14; excluding confidential, supervisory, and office-clerical employees.

## ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1. Recognition:** In accordance with the PELRA, the School District recognizes Aitkin Education Support Staff (A.E.S.S.), Education Minnesota, National Education Association (NEA), American Federation of Teachers (AFT), American Federation of Labor and Congress of Industrial Organizations (AFL CIO) as the exclusive representative for Aitkin Educational Support Staff employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the PELRA and in certification by the Commissioner of Mediation Services, if any.

## ARTICLE III - DEFINITIONS

**Section 1. Terms and Conditions of Employment:** The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of the PELRA.

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement, the term all paraprofessional employees is defined as paraprofessionals employed by Independent School District No.0001, Aitkin, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, Subd. 14.

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

**Section 4. Full Time Employees:** Full-Time employees are those working 30 - 40 hours per week (260 annual days) will receive full benefits.

**Section 5. Part-Time Employees:** Part-Time employees are those who work less than 30 hours per week and more than 20 hours per week and are subject to proration of benefits.

**Section 6. Casual Employees:** Casual employees are those that work 20 hours or less per week. Casual employees are not eligible for benefits.

**Section 7. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

## **ARTICLE IV - SCHOOL BOARD RIGHTS**

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

**Section 2. Management Responsibilities:** The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**Section 3. Effect of Laws, Rules and Regulations:** The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by 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 and recognizes that the School District, all employees covered by this agreement and all provisions of this Agreement are subject to the laws, rules and regulations of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

## **ARTICLE V - EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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.

**Section 2. Right to Join:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

**Section 3. 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 to any Exclusive Representative that has lost its right to dues check off, pursuant to the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in 16 equal installments, beginning with the first pay period in October.

**Section 4. Vacancy Posting:** If the School Board determines that a vacancy in the unit exists, they shall post a notice of said vacancy on the bulletin board at each site during the academic school year. Employees shall be given five (5) days to notify the District of their interest in the posted vacancy. If the vacancy occurs when school is not in session, notice of vacancy will be sent to the President of the Aitkin Education Support Staff (A.E.S.S.) and there will be seven (7) days to notify the District of their interest in the posted vacancy. If no employee is qualified and available in the opinion of the School Board to fill the vacancy or if the School Board determines it is in the best interest of the School District, the School Board shall fill all vacancies at its own discretion. In the event that two or more A.E.S.S. Unit members serve notice of interest in the same vacant position, the employee with the most seniority shall be given priority consideration over the employee with lesser seniority. Seniority shall be determined by the language in Article VII.

**Section 5. Personnel Files:**

**Subd. 1.** All evaluations and files generated within the School District relating to each individual employee must be available to each individual employee upon written request.

**Subd. 2.** The employee shall have the right to reproduce any of the contents of his/her file at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein.

**Subd. 3.** The School District may destroy the files as provided by law. The School District shall expunge any material from the file that is found to be false or inaccurate through the grievance procedure.

**Subd. 4.** The School District or its representative shall notify an employee covered by the Agreement of any document that is placed in the employee's file within ten (10) calendar days.

**Section 6. Notification of Assignment:** By the third Friday in August, at the beginning of each school year, the district will mail a notice of assignment to any employee whose assignment is changed from the preceding year.

**Section 7. Voting Rights:** In accord with Minn. Stat. § 204C.04 members of the unit will be given time off from work to vote in state and federal elections. This is leave with pay.

## ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY

### **Section 1. Rates of Pay:**

**Subd. 1.** The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2025 to June 30, 2027.

**Subd. 2.** During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

**Section 2. New Employees:** New employees will be placed on the salary schedule as agreed between the employee and employer.

**Section 3. Overtime:** Employees who are required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay.

**Section 4. Call Back:** Employees who are required to return to work after their normal shift shall be given credit for a minimum of two (2) hours of time.

**Section 5. Extended School Year Assignments:** Support staff currently employed in the District shall be notified of any unit position available for extended school year employment. Available extended school year employment will be filled from qualified unit members desiring employment before outside applicants are hired.

**Subd. 1.** Staff hired to work extended year assignments will accrue sick leave for that period of time on the same accrual basis as during the regular school year, 1-1/3 days per month. Such time will accrue over and above the normal 12 days per year.

**Subd. 2. Sick Leave Use:** During an extended year, staff may use only the amount of sick leave accrued during the current extended time. Staff may not access their sick leave bank during the extended time. Sick leave will be added to the sick leave bank if not used.

### **Section 6. Payment of Wages:**

**Subd. 1.** Wages are to be paid bi-monthly on the 15th day of the month and the last working day of the month, unless otherwise specified by the School District.

**Subd. 2. Deductions/Corrections:** Any deductions or corrections made to the paycheck of a support staff employee, shall include a letter of explanation five (5) days prior to the correction or deduction. Disputes under this subdivision will be subject to the grievance procedure.

**Section 7. Professional Activities:** If the School District requires employees to attend meetings, seminars, training or workshops, employees will be paid at their regular rate of pay. Mileage at the current IRS rate and other reasonable and actual costs will be reimbursed to the employee according to the School District's staff development policy.

**Section 8. Sport Passes:** 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 an employee and spouse and children less than 22 years of age as long as they are still in school.

## **ARTICLE VII - SENIORITY RIGHTS**

In the event of a reduction in staff, a change in the employment period or the number of hours worked by a given staff person, the first person to be reduced in work time will be the most recent person hired.

**Section 1.** The employee whose work time has been reduced is entitled to recall for a period of two (2) years.

**Section 2.** An employee who is properly discharged for cause or resigns, shall forfeit seniority, and in the event of reemployment, the employee's seniority rights shall begin as of the date of the employee's reemployment.

**Subd. 1.** Employees who are properly laid off and recalled shall suffer no break in service for purposes of seniority and longevity.

**Section 3.** An employee who declines a recall notice to a position of twenty (20) or more hours per week shall forfeit any further recall rights. However, an employee may decline a recall notice without forfeiture of recall rights if the position is less than twenty (20) hours per week.

**Section 4.** When offered a new position, the employee will respond to the offer within five (5) business days.

**Section 5. Seniority Date:** Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the order in which the employees' names appear on the School Board meeting minutes for hiring purposes.

### **Section 6. Establishment of Seniority List:**

**Subd. 1.** Prior to November 30 of each school year the school district shall cause a seniority list (by name and date of employment) to be prepared from its records. It shall thereupon post such a list in each school.

**Subd. 2.** Any person whose name appears on such a list and who may disagree with the findings of the school district and the order of seniority in said list shall have twenty (20) business days from the date of posting to supply written documentation, proof and request for seniority change to the school district.

**Subd. 3.** Qualified persons employed in the school district and listed on the support staff seniority list will retain all rights and seniority under this agreement.

**Subd. 4.** Within thirty (30) 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 the school district deems warranted. A final seniority list shall thereupon be prepared by the school district. The seniority list as revised shall be binding on the school district and any member. 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.

## **ARTICLE VIII - GROUP INSURANCE AND SEVERANCE**

### **Section 1. Health and Hospitalization:**

**Subd. 1. Selection:** The selection of the insurance carrier and policy shall be made by the School District as provided by law. Employees may choose from various offered plans, coverages and deductibles which suit their individual needs.

**Subd. 2. Contribution:** For employees scheduled to work at least thirty (30) hours per week (or those that averaged thirty (30) hours per week according to the prior Affordable Care Act measurement period), until December 31, 2025 the school board shall pay up to a maximum of \$600 per month toward the monthly premium cost of individual and dependent health and hospitalization coverage for insurance plans for regular employees who qualify for and wish to participate in dependent coverage and at a pro rata rate for employees who are employed by the district in a capacity that is less than full time. From January 1, 2026 – December 31, 2026 the school board shall pay \$750 month towards health insurance. From January 1, 2027 – December 31, 2027 the school board shall pay \$787.50 a month towards health insurance (Pro rata refers to new hires only as defined in Article III, Section 5.)

**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.

**Subd. 4. Duration of Insurance Contribution:** Upon termination of employment, all District contributions shall cease. A terminated employee, whose termination was for reasons other than the employee's disability or retirement, may elect to continue insurance coverage for a period according to law or until reemployment and subsequent eligibility for coverage under another group plan, whichever is shorter. The terminated employee must pay full costs for continued coverage, in advance, on a monthly basis. Upon retirement an employee who is eligible for a PERA annuity may continue to be enrolled in the District's group health insurance plan by paying all the premium costs.

**Subd. 5.** In the event the District offers a health coverage option where two or more companies make coverage available to eligible employees or eligible retirees, it is agreed to that:

In the case where the District employs, in any capacity, married partners, that couple is eligible for two separate single health coverage plans or one family plan per family. That one family plan can be the property of either partner.



In the case where the District insures both partners where either one or both partners are retired, or where one partner is retired and the other still employed by the District, as individuals they are eligible for two single health plans or one family health plan per family.

**Subd. 6. Insurance Application:** An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee 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 5, Family and Medical Leave. In the event the employee is on paid leave from the School District under Section 1, Sick Leave, or supplemented by sick leave pursuant to Section 2, Workers' Compensation hereof, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

## **Section 2. Long-Term Disability Insurance:**

**Subd. 1. Selection:** 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.

**Subd. 2.** Effective July 1, 1996, the employee shall pay the entire long-term disability insurance premium. The School Board will reimburse the employee for this premium.

**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.

**Subd. 4.** An employee is eligible for long-term disability coverage as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all coverage shall cease.

## **Section 3. \$50,000 Life Insurance:**

**Subd. 1. Selection:** 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.

**Subd. 2.** The School Board shall pay the entire \$50,000 life insurance premium for individual employees.

**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.

**Subd. 4.** An employee is eligible for \$50,000 life insurance coverage and School District contribution as provided in this Article as long as the employee is employed twenty (20) hours or more per week by the School District. Upon termination of employment, all District contributions shall cease.

**Section 4. Eligibility:** The Board agrees to make the contributions provided for all as set forth in Article VIII.

**Subd. 1.** In the event of absence of an employee from work because of injury, illness or sickness, the School Board shall continue to make the required contributions during the time the employee is using the accumulated sick leave due to injury, illness or sickness. In event of leave of absence or military leave or in the event employees are laid off or are off because of illness, sickness or injury beyond the accumulated sick leave period or eligibility for long-term disability, they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by the School Board after the respective date the contributions by the School Board cease pursuant to the provisions hereof. Provided that such coverage may be continued during the time of the disability as established by the long-term disability insurance carrier as provided in the insurance policy.

**Subd. 2.** In the event of any absence without pay, the employee shall pay the pro rata share of the School Board contribution.

**Subd. 3.** New employees hired shall have payment made on their behalf by the School Board commencing on the first of the month following the date of their employment. Employees returning to work or reinstated following an absence from work where their seniority has not been interrupted shall have payment made on their behalf on the first of the month following their return to work.

**Section 5. Tax Sheltered Annuities:** Employees may request to take part in a tax sheltered annuity program in accordance with School Board policies relating to same.

**Section 6. Severance:**

**Subd. 1. Severance Benefit:** For employees hired prior to July 1, 2010, the District will offer a severance benefit. In order to qualify, the employee must have been employed by Independent School District No. 0001 for at least fifteen (15) consecutive work years. To be eligible for these benefits an employee must submit his/her written resignation to the School Board a minimum of fourteen (14) days prior to the employee's last working day if during the school year. For resignations submitted during the summer, notices must be received fourteen (14) days prior to the first day of school.

**Consecutive Years of Service:**

15 to 20 years: Daily rate of pay times unused sick leave to a maximum of 140 days.

21 and beyond: Daily rate of pay times unused sick leave to a maximum of 140 days plus \$75 times years of service.

**Subd. 2.** Consecutive years of service will not be considered broken in the event of a lay-off provided the employee returns to work upon proper notification of recall from lay-off. In addition, if an employee is off due to an accident or long-term illness his/her years of service will be considered consecutive provided he/she returns to work and is able to perform his/her duties for at least six months.

**Subd. 3.** Severance benefits are only paid to employees who leave the School District in a voluntary separation (i.e., retirement, career change, etc.). The severance payment will be deposited into the employee's designated 403(B) account within 60 days of separation of service.

**Subd. 4.** Lay-off and approved leave of absence do not constitute a break in service. However, employees who are laid-off or on an approved leave will not accrue service time.

**Subd. 5.** An employee who is receiving long-term disability insurance benefits shall not be eligible for a severance payment.

**Section 7. 403(B) Match:** An employee will be eligible for the 403(B) plan based on years of service.

Continuous Years of District Service	Employer Match Per Year
1-3	\$0.00
4-9	\$250.00
10-14	\$300.00
15-20	\$350.00
21+	\$500.00

For employees hired before July 1, 2010 and therefore eligible for the severance payment described in Section 6, the total of the employer match funds described in this section and the severance payment will not exceed the calculated severance at retirement based on Section 6.

For employees hired on or after July 1, 2010, the total of the employer match funds will not exceed \$10,000 over the employee's years of service with the District. There shall be no balance paid, only the yearly match.

Notification of Contributions: Each year, the School District will provide a summary of the

employee's current elected contribution into the 403(B) and the amount they are eligible to receive as a match based on the chart included in this section, along with the cumulative amount the School District has contributed on his or her behalf.

## **ARTICLE IX - ABSENCE FROM WORK**

### **Section 1. Sick Leave:**

**Subd. 1.** All full or part-time employees shall earn sick leave at the rate of 1-1/3 days per month to a maximum of 12 days annually. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. (A day is equal to the amount of hours of service.)

**Subd. 2.** Unused sick leave days may accumulate to a maximum credit of 200 days of sick leave per employee.

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

**Subd. 4.** The School Board may, where insufficient reason is suspected, require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

**Subd. 5.** In the event that a medical certificate will be required the employee will be so advised in a timely fashion.

**Subd. 6.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

**Subd. 7.** Sick leave pay shall be approved by the district. Requests for sick leave must be made using the Frontline Absence tracking program.

### **Section 2. Personal Leave:**

**Subd. 1.** A full-time or part-time employee shall be granted personal leave of four (4) days per year, for situations which must be handled during school hours requiring the employee's personal attention. Personal leave days taken shall be deducted from sick leave. At the end of the school year, if an employee has remaining personal leave, 1 personal leave day can be carried over into the next year and any remaining days will be put into their sick leave bank. With the carry over of personal leave, an employee can not have more than 5 personal leave days in any given contract year.

No personal leave will be granted on the first days of classes and the last ten (10) days of classes each school year 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.

**Subd. 2.** Requests for this leave must be made using the Frontline Absence tracking program 3 days in advance to the day being requested, except in the event of emergencies. 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 absent to no more than two F.T.E. on a given day from each of the Aitkin High School and Rippleside Elementary School sites.

**Subd. 3. Leave Buy Back:** Members of the bargaining unit who have at least five (5) years with the Aitkin Schools have the option to sell back unused personal days each fiscal year based on the following schedule:

0 days used: 3 days paid

1 day used: 2 days paid

2 days used: 1 day paid

All days will be paid at the substitute rate and will be paid prior to July 1 of the next fiscal year. Paid days will be deducted from sick leave. Requests need to be submitted by the end of the school year.

**Subd. 4. Leave Donation:** Paraprofessionals may donate their unused personal leave to another Paraprofessional that has exhausted his/her sick leave due to an illness of the paraprofessional or eligible family member as defined by statute, providing the paraprofessional 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.

**Section 3. Bereavement Leave:** Employees shall be granted up to five (5) days bereavement leave, per occurrence, in the event of the death of a sibling, son-in-law, daughter-in-law, brother or sister-in-law, parent, grandparent, grandchild or parent-in-law, step sibling or step parent. Employees shall be allowed ten (10) days bereavement leave per occurrence in the event of the death of a spouse, child or stepchild. The first three (3) days will not be deducted from sick leave. All days over three (3) will be deducted from sick leave.

**Section 4. Leave of Absence Without Pay (Less than one year):**

**Subd. 1.** Leave of absence without pay may be granted for full-time or part-time employees by the Superintendent for personal reasons up to a maximum of ten days per year per employee, noncumulative. The School Board may grant leaves for more than ten days. Not more than two employees shall be granted this leave for the same period of time.

**Subd. 2.** Requests for leave of absence without pay must be submitted to the immediate supervisor no less than two weeks and no more than one month in advance. Leaves will be granted on a first come basis, i.e., requests received first will be given priority.

**Subd. 3.** The supervisor will approve or disapprove the request and forward it to the Superintendent of Schools for final approval or disapproval. The School Board and the administration reserve the right to refuse to grant leave.

**Subd. 4.** Leave of absence that does not have prior approval shall not be allowed. Any employee who is absent from work without prior approval shall lose all pay and fringe benefits for the time absent.

**Subd. 5.** There will automatically be a hearing scheduled with the School Board and the Board may impose any penalties it deems appropriate.

#### **Section 5. Legal Leave:**

**Subd. 1.** In cases where an employee must appear as a witness at the request of the Board, the employee shall not lose any pay or fringe benefits for the time absent.

**Subd. 2.** In cases where the employee must make an appearance at a job related liability legal proceeding, the employee shall not lose any pay or fringe benefits of the time absent.

**Section 6. Maternity Leave:** An employee shall notify the Superintendent in writing three (3) months prior to the effective date of leave and also date of delivery of the child. At the same time, the employee shall submit a written request to the Superintendent for a maternity leave including commencement date and return date.

**Subd. 1.** An employee shall be afforded a maternity/paternity leave of absence provided they follow the procedures outlined in this section.

**Subd. 2.** An employee may request a leave of absence in writing subject to the provisions of this section.

**Subd. 3.** Accumulated sick leave benefits will be paid for pregnancy, childbirth, or related disabilities commencing with the date on which they become disabled to such an extent that they are unable to perform their job assignments, provided that:

The District shall be provided with a physician's certificate stating the date on which such disability commenced; and

Said sick leave benefits shall automatically cease to be paid 14 calendar days following the date pregnancy ends, unless said employee shall promptly provide the District with a physician's certificate stating that said employee is still disabled on such date. In that event, benefits shall cease as of the date the disability ends as certified by the physician.

**Subd. 4.** The parties further agree that any leave of absence granted under this section shall be a leave without pay.

**Subd. 5.** If parts of this clause are contrary to statute, the statute will be followed.

**Section 7. Child Care Leave:** Unpaid leaves of absence to natural or adoptive parents in conjunction with birth or adoption, will be granted according to law.

**Section 8. Birth/Adoption Leave under FMLA:**

**Subd. 1. Granting of Leave:** 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. Jury Duty:** When an employee is called for jury duty or subpoena and must lose duty days as a result thereof, the employee shall receive his/her regular rate of pay and benefits after submitting to the School District the pay received for serving on jury duty or subpoena, excluded are meals and mileage reimbursements.

**Section 10. Return from Leave:**

**Subd. 1.** Upon return from leave, pursuant to this article, staff returning from leave return to a position with similar hours and compensation, not a specific job.

**Subd. 2. Notification of Return Date:** An employee on a leave must notify the School District in writing no later than May 1 of his/her intent to return from leave for the following year. Failure to notify the School District will result in the employee losing right of return from leave.

**ARTICLE X - WORK DAYS AND HOURS**

**Section 1. Work Days:** The employees' work year will be determined by the school year calendar as approved by the School Board. Employees shall work all student contact days and any scheduled entrance conferencing days.

**Subd. 1.** In addition employees will attend a mandatory professional development day, between six (6) and eight (8) hours in length, scheduled prior to the start of the school year. This will be paid at the employee's regular rate of pay. The District reserves the right to schedule additional training on workshop days. The employee and the District will work together to create a plan that will be pertinent to the employees position.

**Subd. 2.** Work days may be administratively determined based on workloads and budgetary requirements. Employees will have at least five (5) days notice of an increase or decrease in their work days or hours.

**Subd. 3.** When a "day" is referenced within this contract for the purposes of leave accrual and usage, a "day" is equal to the hours of service worked each day by the employee on an individual basis. For example, a "day" for an employee who works six (6) hours per day is six (6) hours; a "day" for an employee who works seven (7) hours per day is seven (7) hours.

**Section 2. Working Hours:** The regular work day shall be from 8:00 a.m. to 4:30 p.m. unless otherwise directed by the Superintendent. In no case shall an employee work more than 40 hours per week without the prior approval of the immediate supervisor. Approved overtime will be compensated at the rate of time and one half.

**Section 3. Emergency Closings:**

**School closures will follow MN Statute 120A.416.** If the day is a no school day but counts as an instructional day, then all employees are paid full day wages, if it does not count as an instructional day, they are not paid for the day, since the day will be made up at a later time. ESST time can be applied if the school closes due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency.

School employees may be allowed to work from home to the extent practicable. ESST time can be applied if the school starts late or closes early due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency.

**E-learning days will follow MN Statute 120A.414.** During an e-learning day, Paraprofessionals will be allowed to work from home when possible, be assigned to alternative work if possible or be retained on an on-call basis for any potential need. Paraprofessionals will be paid their full daily wage and benefits on an e-learning day.

Paraprofessionals will also have the opportunity to receive training and be paid for 2 additional days beyond the regular student contact day calendar.

**Section 4. Part-Time Employees:** The School District reserves the right to employ such personnel as it deems desirable or necessary, on a part-time or casual basis for time less than that of the regular employees.

**Section 5. Shifts and Starting Time:** All employees will be assigned starting time and shifts as determined by the School District.

**Section 6. Lunch Period:** Employees shall be provided a duty free lunch period of at least 30 minutes.

**Section 7. Breaks:** Employees who work four hours or more per day will be provided with one paid break, 15 minutes in duration.

**ARTICLE XI - DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD**

**Section 1. Probation:** New employees shall be considered as probationary employees for ninety (90) working days, during which time the Board can terminate the employee at will.



**Section 2. Completion of Probationary Period:** An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

**Section 3. Suspension:** Any employee may be temporarily suspended without pay or disciplined for just cause. The employee shall be notified of the reason in writing at the time of the suspension, or if there is other disciplinary action to be taken. If the employee feels she/he has been suspended without pay or disciplined without just cause, or that the period of suspension is unwarranted, the employee shall have the right to appeal under the grievance procedure. If it is determined that the suspension without pay was without cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

**Section 4. Discharge for Cause:** Discharge shall be made only for just cause. If the employee feels she/he has been discharged without just cause, the employee shall have the right to appeal under the grievance procedure, provided that objection is made within five (5) working days of the date of the discharge.

**Section 5. Salary During Suspension:** The salary of the employee shall be suspended during the period in which the hearing for discharge or suspension occurs or during which notice has been given. Employee's name shall not be removed from the payroll, nor shall checks be issued in his/her name. In case of reinstatement after the hearing, the employee shall be given all back pay withheld during the period of suspension. Any employee may be suspended with full pay and benefits pending investigation of allegations against the employee.

**Section 6. Progressive Discipline:** No employee shall be disciplined except for just cause. The parties agree that the principles of progressive discipline will be followed including, but not limited to, verbal warning, written warning, suspension and discharge.

## **ARTICLE XII - REDUCTION IN FORCE**

The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority and right to recall in seniority order for a period of twelve (12) months after the date of layoff.

## **ARTICLE XIII - GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** A grievance shall mean a claim by an employee, 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, rule, law or regulation.

**Section 2. Representative:** The employee, 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 his/her 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 weekdays not designated as holidays by state law. Weekdays are Monday, Tuesday, Wednesday, Thursday or Friday and work or working days include week days when school is in session.

**Subd 3. Computation of Time:** 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.

**Section 4. Time Limitation and Waiver:** Failure to file any grievance within the time periods prescribed hereafter provided 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 Board or its representative to issue a decision within the time periods hereafter provided shall constitute a denial of the grievance and the employee may appeal to the next level.

**Section 5. Adjustment of Grievance:** An effort shall first be made to adjust a grievance informally between the employee and her/his supervisor. The parties may mutually agree to waive timelines and submit the grievance to grievance mediation offered by the Bureau of Mediation Services (BMS). The School Board and the employee shall attempt to adjust all unsettled grievances which may arise during the course of employment of any employee within the School District in the following manner:

**Subd. 1. Level I:** If informal discussions are not successful, the grievance, to be valid for consideration, must be submitted in writing to the supervisor, setting forth the facts and the specific provision of the Agreement violated and the relief sought, within ten (10) work days after the date of the event giving rise to the grievance occurred. The supervisor shall give a written decision on the grievance to the parties involved within five (5) work days after receipt of the written grievance.

**Subd. 2. Level II:** If the grievance is not resolved in Level I, an appeal may be made to the Superintendent of Schools, provided such appeal is made in writing within five (5) work days after the receipt of the decision in Level I. The Superintendent will set a time to meet regarding the grievance within fifteen (15) workdays after the receipt of the appeal. The Superintendent will have five (5) work days after the meeting to issue a written response.

**Subd. 3. Level III:** 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 (5) workdays after receipt of the decision in Level II. The School Board will within ten (10) work days meet with the parties involved and five (5) work days thereafter issue a decision in writing.

**Section 6. Arbitration Procedures:** No grievance shall be considered for arbitration which has not been first duly processed in accordance with the grievance procedure heretofore prescribed. If the employee and the School Board are unable to resolve a grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1 Request:** Notification of submission to arbitration must be in writing, signed by the employee and copied to the Chairperson of the School Board within five (5) work days following the decision in Level III of the grievance procedure.

**Subd. 2. Selection of Arbitrator:** The representative of the School Board and the employee or his/her representative shall, within five (5) work days after the request to arbitrate, attempt to mutually select an arbitrator. If the employee or his/her representative cannot agree as to the arbitrator, they will obtain a list of arbitrators and each will strike until one is left.

**Subd. 3. 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. 4. Decision:** Decisions by the arbitrator in cases properly before her/him shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by in P.E.L.R.A.

**Subd. 5. 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 either party, cost of which will be borne by the requesting party. The parties shall share equally fees and expenses of the arbitrator.

**Section 7. Veteran's Rights:** In the case of a veteran, he/she shall have the right to select either a veteran's preference hearing under Minnesota Statute or arbitration pursuant to this Agreement. The veteran shall receive all wages and benefits provided by this working agreement until the veteran's panel or arbitrator has made such a decision.

**Section 8. General:**

**Subd 1.** At least one exclusive representative shall be allowed to attend and present her/his views at any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented.

**Subd. 2.** The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file.

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

**Section 9. 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 employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

#### **ARTICLE XIV - DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing, July 1, 2025 through June 30, 2027 and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 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 employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Finality:** Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any 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.

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Lead Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

## SCHEDULE A 2025-2026 & 2026-2027

### **Subd. 1. Pay Schedules:**

Step (added steps 17 and 23 beginning 25-26)	2025-2026 (Step 3 24-25 becomes step 1 25-26)	2026-2027 (2%)
1	\$17.92	\$18.28
2	\$18.37	\$18.74
3	\$18.82	\$19.20
4	\$19.26	\$19.65
5	\$19.71	\$20.10
6	\$20.15	\$20.55
7	\$20.48	\$20.89
8	\$20.85	\$21.27
12	\$21.22	\$21.64
15	\$21.59	\$22.02
17	\$21.96	\$22.40
20	\$22.33	\$22.78
23	\$22.70	\$23.15

Step 12 is a longevity step, when a staff member reaches 12 years of service in the Aitkin Public School District they will receive the step 12 pay, and be able to move to step 15, 17, 20 and 23 if they continue to be employed as a Paraprofessional with Aitkin Schools.

### **Behavior Management/Specialist Pay**

A pay differential shall be given at \$.85 an hour to paraprofessionals assigned to students meeting one or more of the following conditions determined to be high needs: physical/personal care of toileting, physical aggression, students who demonstrate a repeated pattern of verbal aggression/abuse, students who may require the use of restrictive procedure (physical holds/seclusions), needs for regular daily medical interventions. Paraprofessionals working in this setting for 2 or more hours per day will be compensated the \$.85 per hour pay difference for those hours. If a student may require the use of restrictive procedures, specific training requirements for the use of restrictive procedures are required, these requirements are set forth by Handle with Care or other programs the District elects to utilize for training.

The need for this will be determined by the District, the building Principal and the case managers. The district will have the right of assignment. The additional \$.85 per hour will be paid as long as the student is enrolled and it is determined that they meet the criteria for added support. Candidates need to be certified and trained in Handle with Care or other programs the District elects to utilize for training. Preference will be given to Paraprofessionals who have experience in working with the high needs students. Paraprofessionals hired as Behavior Management/Specialists will maintain their seniority status on the seniority list when they would return to their regular salary.

The Principal and Case Manager will set schedules based on the amount of time they determine to be Behavior Management/Specialist time.