

For an explanation or interpretation of contract, call  
your Association or the Labor Relations and  
Benefits Department.

**MASTER AGREEMENT**

by and between

Anoka-Hennepin Independent School District No. 11  
Anoka, Minnesota

and

Anoka-Hennepin Office Professional Supervisors Association

July 1, **2023** through June 30, **2025**

## ARTICLE I- PURPOSE

The purpose of this contract is to encourage and increase orderly, constructive, and harmonious relationships between the Employer and the Association; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the Employer and the Association pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended. (hereinafter referred to as the "PELRA").

## ARTICLE II DEFINITIONS

- A. PELRA shall mean the Public Employment Labor Relations Act of 1971 as amended.
- B. SUPERINTENDENT shall mean the Superintendent of Schools of Independent School District No. 11 or a designated representative.
- C. SCHOOL BOARD shall mean the School Board of Independent School District No. 11 or its designated representative.
- D. SCHOOL OFFICE SUPERVISOR shall mean supervisory personnel covered by this contract.
- E. ASSOCIATION shall mean the Anoka-Hennepin Office Professional Supervisors Association or Anoka-Hennepin Office Professional Supervisors designated representative.
- F. OTHER TERMS not defined in this contract shall have those meanings as defined by PELRA

## ARTICLE III - LAWS, RULES, AND REGULATIONS

The parties agree to abide by the state and federal laws, and reasonable rules and regulations established by the School Board. Such School Board rules and regulations will not conflict with this contract.

The exclusive representative recognizes that the School Board, all employees covered by this agreement, and all provisions of this contract are subject to the laws of the State of Minnesota, federal laws, and valid rules, regulations, and orders of state and federal government agencies. Any provision of this contract found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

The exclusive representative 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 if deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this contract.

## ARTICLE IV - RECOGNITION

In accordance with the PELRA, as amended, the School Board recognizes the Anoka-Hennepin Office Professional Supervisors Association, (hereinafter referred to as the "Association"), as the exclusive representative of all School Office Supervisors employed by the School Board of Anoka-Hennepin Independent School District No. 11. The terms School Board and Association shall include authorized officers, representatives, and agents. Despite references herein to School Board and Association as such, each reserves the right to act hereunder by designated representative.

## ARTICLE V - SCHOOL OFFICE SUPERVISOR'S RIGHTS

### SECTION 1. RULE, LAW, AND REGULATION:

The School Office Supervisors have all rights afforded them by state and federal rules, laws, and regulations established by state boards and School Board policies.

### SECTION 2. RIGHT TO JOIN:

School Office Supervisors shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. School Office Supervisors in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such School Office Supervisors.

### SECTION 3. DEDUCTION OF DUES:

School Office Supervisors, who are full members, shall have the right to request and shall be allowed dues check off for the Exclusive Representative Organization. The Employer, upon notification by the Exclusive Representative of such School Office Supervisors, shall be obligated to check off said fee from the earnings of the School Office Supervisor and transmit the same to the Exclusive Representative each regular pay period. Any dispute as to the validity of a specific deduction shall be solely between the Association and the individual employee. The Association warrants that it will indemnify and hold harmless the Employer and any of its agents from any and all actions which any organization or employee may have, or claim to have, now or in the future, arising out of or by reason of the deduction or lack thereof.

### SECTION 4. USE OF FACILITIES:

The Association shall have the right to use District buildings before or after hours for meetings, scheduling such use with the Superintendent, provided that this shall not interfere with or interrupt school district operations. Expenses incident to the meeting shall be borne by the Association in accordance with District policy.

### SECTION 5. TRANSACTION OF BUSINESS:

The Association shall be entitled to use the district mail distribution service for distribution of Association material free of charge. This privilege shall not be used for any political activity.

### SECTION 6. PROBATIONARY PERIOD

Following a probationary period of one (1) calendar year, School Office Supervisors shall not be disciplined or reduced in compensation without just cause.

## ARTICLE VI - SCHOOL DISTRICT RIGHTS

### SECTION 1. INHERENT MANAGERIAL RIGHTS:

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

### SECTION 2. RESERVATION OF MANAGERIAL RIGHTS:

The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights, and management functions not expressly delegated in this contract are reserved to the School Board.

## ARTICLE VII - HOURS AND DUTY DAY

### SECTION 1. BASIC DUTY YEAR:

The work year for the School Office Supervisor at the Compass Program will be 230 days, including earned holidays and vacation. For all other School Office Supervisors, the work year shall be 12 months including earned holidays and vacations.

Although the basic duty day will be eight (8) hours per day, not including the 30 minutes of the unpaid lunch break, the School Office Supervisors, because of their managerial and supervisory responsibilities, agree to commit whatever additional time is necessary to accomplish such managerial and supervisory duties and responsibilities. There shall be no paid overtime.

### SECTION 2. HOLIDAYS:

There shall be **eleven (11)** paid holidays for positions with a basic duty year of less than 12 months: Labor Day, two days at Thanksgiving, two days during Winter break, New Year's Day, **Martin Luther King, Jr. Day, President's Day** two days during spring break, **and** Memorial Day.

There shall be **twelve (12)** paid holidays for 12-month employees: Independence Day, Labor Day, two days at Thanksgiving, two days in winter break, New Year's Day, **Martin Luther King, Jr. Day, President's Day**, two days in spring break, **and** Memorial Day.

If **Juneteenth** is observed as a School District holiday for employees, **12 month** School Office Supervisors will receive it as a paid holiday.

### SECTION 3. VACATION:

Vacation accrual shall be allocated on the pay period following an employee's anniversary date. Vacation shall be accrued in the following manner:

Less than five years of consecutive employment with the district:

10 days\*

Five or more years and less than ten years of consecutive employment with the district:

15 days\*

Ten or more years and less than fifteen years of consecutive employment with the district:

22 days\*

Fifteen or more years and less than twenty years of consecutive employment with the district:

23 days\*

Twenty or more years of consecutive employment with the district:

25 days\*

*\* This contract item is subject to pro-rata calculations for any Office Supervisor working less than full time.*

For purposes of this section, the District may credit new hires with up to five years of employment depending on background and experience.

Requests for vacation must be approved by the immediate supervisor. **The** maximum vacation taken during any fiscal year shall not exceed thirty **(30)** days.

Vacation days not used during the fiscal year will be accumulated to an unlimited amount.

School Office Supervisors who retire with three months' notice shall be paid up to a maximum of fifty (50) days of unused vacation.

School Office Supervisors who resign with two weeks' notice shall be paid up to a maximum of thirty (30) days of unused vacation.

## ARTICLE VIII- BASIC COMPENSATION

### SECTION 1. SALARY SCHEDULE:

<b>2023-24</b>	Elementary, Bridges/Pathways, Compass, River Trail, <b>BECC/RECC/SECC</b>	Middle School, STEP, <b>Sandburg</b> Regional /Technical HS	High School
	TIER 1	TIER 2	TIER 3
<b>Step 1</b>	<b>53,440</b>	<b>55,690</b>	<b>56,690</b>
<b>Step 2</b>	<b>54,065</b>	<b>56,315</b>	<b>57,315</b>
<b>Step 3</b>	<b>54,690</b>	<b>56,940</b>	<b>57,940</b>
<b>Step 4</b>	<b>55,315</b>	<b>57,565</b>	<b>58,565</b>
longevity <b>10</b> (7/1/09-6/30/14)	<b>57,815</b>	<b>60,065</b>	<b>61,065</b>
longevity <b>15</b> (7/1/04-6/30/09)	<b>60,315</b>	<b>62,565</b>	<b>63,565</b>
longevity <b>20</b> (7/1/99-6/30/04)	<b>62,815</b>	<b>65,065</b>	<b>66,065</b>
longevity <b>25</b> (pre 7/1/99)	<b>65,315</b>	<b>67,565</b>	<b>68,565</b>
 <b>2024-25</b>	 TIER 1	 TIER 2	 TIER 3
<b>Step 1</b>	<b>55,225</b>	<b>57,475</b>	<b>58,475</b>
<b>Step 2</b>	<b>55,850</b>	<b>58,100</b>	<b>59,100</b>
<b>Step 3</b>	<b>56,475</b>	<b>58,725</b>	<b>59,725</b>
<b>Step 4</b>	<b>57,100</b>	<b>59,350</b>	<b>60,350</b>
longevity <b>10</b> (7/1/10-6/30/15)	<b>59,600</b>	<b>61,850</b>	<b>62,850</b>
longevity <b>15</b> (7/1/05-6/30/10)	<b>62,100</b>	<b>64,350</b>	<b>65,350</b>
longevity <b>20</b> (7/1/00-6/30/05)	<b>64,600</b>	<b>66,850</b>	<b>67,850</b>
longevity <b>25</b> (pre 7/1/00)	<b>67,100</b>	<b>69,350</b>	<b>70,350</b>

In year one, there will be a one-time off-schedule payment of **800.00** per School Office Supervisor at time of ratification **for any Employee who are not scheduled to receive a step increase (including longevity steps) for the 2023-24 or 2024-25 fiscal year.**

**SECTION 2. SALARY SCHEDULE PLACEMENT**

Upon hire, each Employee will be given a step and career date for purposes of placement and advancement on the Salary Schedule. The career date will reflect prior experience in the School Office Supervisors' and Education Office Professionals' bargaining units as well as other relevant experience as determined by the District.

Step movement will be provided on July 1. Employees hired on or after March 1 will not be eligible for step movement in their first year.

**SECTION 3. LARGE SCHOOL STIPEND**

Beginning July 1, 2024, Employees in elementary schools with more than 900 students, middle and high schools with more than 2,000 students, and those who supervise Office Professionals in multiple buildings will receive an additional stipend of \$1,000 per year. The October 1 student count will be used to determine allocation of the stipend each year.

**SECTION 4. DAILY PAY RATE:**

For purposes of retirement benefits, the daily rate shall be based on the annual salary divided by 260 duty days. For purposes of pay deduction, the daily rate will be based on the annual salary divided by the number of duty days, including holidays, in the fiscal year.

**SECTION 5. MILEAGE:**

The employee will be reimbursed for authorized travel in accordance with District Policy and per IRS regulations.

**SECTION 6. PAY CHECKS AND PAY DEDUCTIONS:**

Paychecks will be issued electronically by direct deposit on pay dates as determined by the District Payroll Department. If the normally scheduled payday occurs on a bank holiday, reasonable effort will be made to issue paychecks on the last working day before the bank holiday. Overpayment or compensation which exceeds the normal compensation of the employee for whatever reason shall be recoverable by the School District. Underpayment of compensation shall be recoverable by the School Office Supervisor.

ARTICLE IX - GROUP INSURANCE

**SECTION 1. CARRIER SELECTION:**

The selection of the insurance carrier or carriers to provide the group insurance program shall remain with the district.

**SECTION 2. HOSPITAL-MEDICAL-MAJOR MEDICAL: INSURANCE:**

The School District provides hospitalization insurance for all full-time employees.

1. Single Contribution: The School Board shall contribute up to **\$770.00** (seven hundred **seventy** dollars) per month of the premium for single coverage for full-time employees who qualify for and are enrolled in the School District group health and hospitalization plan; effective September 1, **2024**, the School Board shall contribute up to **\$810.00** (**eight hundred ten** dollars) of the premium for single coverage for eligible, enrolled employees.

2. Family Contribution: The School Board shall contribute up to **\$1,375.00** (one thousand **three** hundred **seventy-five** dollars) per month for full-time eligible and enrolled employees; effective

September 1, **2024**, the School Board shall contribute up to **\$1,515** (one thousand **five** hundred **fifteen** dollars) per month for full-time eligible and enrolled employees.

3. Dual Spouse Contribution: If both married spouses work full time for the District and both are benefit eligible, the School Board shall contribute up to **\$2,145.00** (**two** thousand **one** hundred **forty**-five dollars) per month toward the premium for family coverage; effective September 1, **2024**, if both married spouses work full time for the District and both are benefit eligible, the School Board shall contribute up to **\$2,325** (**two** thousand **three** hundred **twenty**-five dollars) per month toward the premium for family coverage.

SECTION 3. LONG TERM DISABILITY INSURANCE:

The District will pay the full cost for Long Term Disability insurance for all eligible employees.

SECTION 4. TERM LIFE INSURANCE:

A \$50,000-term life insurance policy will be paid by the District for all eligible employees.

SECTION 5. DENTAL INSURANCE:

The District shall contribute no more than \$80.00/month of the premium for all full time eligible and enrolled employees in accordance with the School District Dental plan.

SECTION 6. PAYROLL DEDUCTION:

The difference between the actual monthly premium cost of the group insurance programs and the District's contribution shall be paid by the enrolled School Office Supervisor through payroll deduction.

SECTION 7. VOLUNTARY PARTICIPATION:

Participation by eligible School Office Supervisors in the insurance programs is voluntary. School Office Supervisors who choose not to participate shall receive no additional compensation in lieu of not participating.

SECTION 8. DURATION OF COVERAGE:

School Office Supervisors shall be eligible for District contribution through their last duty day of employment. District contributions shall cease as of the date of separation from employment.

SECTION 9. WORKERS COMPENSATION:

Subd. 1. If any employee is absent from work as a result of a compensable injury under provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the regular rate of pay to the extent of the employee's earned accrual of sick leave (unless the employee requests that sick leave not be utilized).

Subd. 2. Any employee who terminates his/her employment during a period of absence eligible for Workers' Compensation and has been overpaid shall return the overpayment to the School District.

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

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

## ARTICLE X - LEAVES OF ABSENCE

### SECTION 1. SICK LEAVE:

School Office Supervisors shall be granted fifteen (15) days of sick leave per year. School Office Supervisors terminating employment during the year shall be required to reimburse the District for sick leave days taken but not earned.

Subd. 1. Use of Sick Leave. Earned sick leave may be used because of personal injury or illness, serious injury or illness in the School Office Supervisor's immediate family, or death in the School Office Supervisor's immediate family as determined by state law.

Subd. 2. Definition of Immediate Family. The immediate family is designated as the School Office Supervisor's spouse, child, parent, siblings, grandparents, grandchildren, mother-in-law, father-in-law, and stepparent.

**Subd. 3. Earned Safe and Sick Time. Up to 80 hours of accrued sick leave may be used for any other uses allowable under MN Statute 181.9413, such as safety leave and care of relatives not included in the definition of immediate family members.**

Subd. 4. Accumulation. Unused sick leave shall accumulate to an unlimited amount.

Subd. 5. School Office Supervisor's absence due to injury as a result of assault by a student or nonstudent while performing school business shall not be charged against the School Office Supervisor's sick leave days during the three calendar day workers compensation waiting period.

Subd. 6. An employee with accrued sick leave or vacation may not use dock days for illness.

### SECTION 2. PERSONAL/EMERGENCY LEAVE:

Three (3) days of personal leave per year may be deducted from sick leave, for personal business and emergencies, transaction, hearing or consultation which requires the presence of the staff member during working hours, and which would be impossible to fulfill at any other time. Personal leave will not be approved for absence resulting from weather conditions and its effect on transportation. Requests for personal leave must be submitted to the staff member's supervisor in writing five (5) days in advance, except in emergency cases. All requests must have the approval of the Labor Relations and Benefits Department. Leave days are not cumulative.

### SECTION 3. JURY DUTY:

School Office Supervisors shall be compensated by the District for the difference between the School Office Supervisor's regular salary and fees received while on jury duty. However, mileage fees paid to the School Office Supervisor in lieu of said duty shall be kept by the School Office Supervisors

### SECTION 4. MILITARY LEAVE OF ABSENCE:

A military leave of absence shall be granted to School Office Supervisors in accordance with applicable state and federal laws.

### **SECTION 5. MATERNITY/PARENTAL LEAVE OF ABSENCE:**

**A maternity leave of absence shall be granted for Employees in accordance with applicable State and Federal Laws. Earned sick leave may be used for all work days included in a FMLA approved maternity or parental leave.**



## ARTICLE XI - SENIORITY/LAYOFF

### SECTION 1. PROCEDURES:

Seniority shall be established by the following procedures:

1. Seniority in the District shall be computed on the basis of continuous employment as a School Office Supervisor from the first day of actual work as a Supervisor.
2. Tiebreaker seniority shall be based on the first day of continuous employment in a benefit eligible position with the District.

### SECTION 2. PROCEDURES FOR LAYOFF:

Within each school level as set forth above, in the event of reduction in School Office Supervisor positions, School Office Supervisors will be displaced/laid off in reverse seniority order subject to the following rules:

1. A School Office Supervisor may only be displaced by another School Office Supervisor working at the school tier level equal or greater to their own (elementary, middle, or high school) and with greater seniority.
2. The District shall assign the least senior displaced employee to a vacancy at the employee's current school tier level. In the event more than one vacancy exists, the District shall seek the displaced employees' vacancy preferences before the District makes a final placement decision.
3. If no vacancy exists at the current level, the School Office Supervisor whose position has been eliminated may choose whether to accept layoff, displace the least senior School Office Supervisor within the same school level, or accept assignment to a vacancy at a lower level if a vacancy exists.
4. When the least senior School Office Supervisor is bumped out of their level they will have the choice of layoff or bumping to the next lower level to accept assignment to a vacancy, or to the extent their seniority is greater, to bump the least senior School Office Supervisor in the next lower level.
5. If no position exists for the least senior displaced employee, the employee shall be laid off.
6. In the event that a new position is created at a higher level than current employees on layoff previously held, that position will be posted for internal transfer.
7. Recall rights will be in reverse order of layoff; a School Office Supervisor may not be recalled into a higher level or greater duty day position unless the District determines, at its sole discretion, that they are qualified for the position.
8. The recalled School Office Supervisor must be qualified for the position. An individual's recall rights expire after 24 months from the first effective date of layoff or if the individual declines an offer of recall.
9. Short-term vacancy:

a. When an employee on leave results in a short-term vacancy, the employee still has rights to a position. A laid off employee will not be recalled to a short-term vacancy. A laid off employee may temporarily fill a short-term vacancy, subject to school district approval and selection.

b. If selected: A laid off employee's recall duration will not be altered or lengthened. A laid off employee will not be eligible for school district contribution to benefits or leave benefits (i.e. sick leave). However, a laid off employee may apply available sick or vacation time prior to layoff to absences defined by Article X, Section I, during the short-term assignment. A laid off employee will be paid at the daily rate for the position that the employee is covering, including any previously earned longevity credit.

## ARTICLE XII - RETIREMENT/SEVERANCE

To be eligible for District retirement/severance benefits, School Office Supervisors must have ten (10) years active service in the District, be enrolled in the district health insurance plan, and be immediately eligible for a Minnesota State retirement pension.

All School Office Supervisors with a School District employment date on or after July 1, 2001, are not eligible for Section 1.

### SECTION 1. SEVERANCE:

School Office Supervisors who provide three months' notice to the district of intended retirement of the relevant school year will qualify for a payment of up to 80 unused sick days times the School Office Supervisor's daily rate of pay and less any District contribution to a matching 403(b) plan as set forth in Section 2. 403(b) of this Article.

Subd. 1. The severance payment shall be made as a lump sum payment upon retirement to the District's Special Pay Plan in accordance with federal rules and regulations. Deductions, such as state and federal income tax, social security, or PERA shall be made only as required by law.

Subd. 2. If a retired School Office Supervisor dies before the severance payment has been made, the balance due shall be paid to a named beneficiary or, lacking a beneficiary, to the estate of the deceased.

Subd. 3. This section shall not apply to any School Office Supervisor who is discharged for cause by the School District.

Subd. 4. For purposes of this section, active service includes FMLA and statutory leaves of absences but excludes all other unpaid leaves of absence.

### SECTION 2. 403(b):

Subd. 1 All School Office Supervisors who are eligible for insurance as set forth in Article IX are eligible for this benefit.

Subd. 2 The District shall establish a matching contribution of up to \$2,500.00 in a 403(b) matching program for all School Office Supervisors. Effective July 1, **2024**, the District shall establish a matching contribution of up to **\$2,860.00** in a 403(b) matching program **on a per paycheck basis over 26 pay periods (20 pay periods for 10 month employees). Employees who begin contributions after the start of the year will receive a prorated amount of the full annual district match.**

SECTION 3. HEALTH AND DENTAL:

a. Health and Dental Insurance: Benefit eligible and enrolled employees eligible for retirement as established by Section 1 may elect to continue to participate in the District's Health and Dental insurance programs. The value of accumulated sick leave over 80 sick days shall be allocated to the Health Care Savings Plan in accordance with Plan documents for the individual retiring employees.

b. This section shall not apply to any School Office Supervisor who is discharged for cause by the school district. The employee notification of retirement shall be waived in the event of District layoff or position elimination for the employee.

SECTION 4. RETIREMENT BENEFITS:

Severance and Retirement Health Benefits shall be available only once in a School Office Supervisor's employment with the District.

SECTION 5: MANDATORY RETIREMENT:

Retirement shall be mandatory only to the extent required by law.

ARTICLE XIII: EMPLOYEE DISCIPLINE:

Subd. 1. A Non-probationary employee shall not be disciplined, reprimanded, or reduced in rank or compensation without just cause.

Subd. 2. Progressive discipline will be applied at the District's discretion:

- a. verbal warning
- b. written warning
- c. suspension without pay
- d. termination

If a supervisor meets with an employee to discuss possible discipline, the employee shall be entitled to have an association representative present. The meeting shall occur within two (2) working days after the District's request for such meeting unless mutually agreed by the Association and the District.

Subd. 3. Certain instances may require immediate termination.

Subd. 4. After three (3) years of the date of the most recent documentation of performance deficiency, an employee may request the District to remove from the employee's personnel file written performance deficiencies that have been satisfactorily corrected. If the District denies the request, the District shall provide the employee with its reasons for denial.

ARTICLE XIV GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS:

Subd 1. A grievance is any controversy between the Board and the Association or between the Board and an employee as to:

- a. Interpretation of this Agreement
- b. A charge of violation of this Agreement
- c. An alleged violation involving wages, hours or working conditions

Subd. 2. Supervisor shall mean supervisor/principal/assistant principal or the person to whom the employee reports.

Subd. 3. Days shall be considered "working" days, defined as Monday through Friday excluding District-designated holidays.

#### SECTION 2. PROCEDURE:

Grievances as defined in Section 1 shall be settled in the following manner and the steps set forth must be followed in the order listed within the time limits prescribed:

Step 1. The grievance shall be orally presented by the employee and/or the Association to the employee's supervisor within thirty (30) calendar days after the employee knew or should have known of violation. No settlement in this Step 1 shall be made in violation of the "written contract". If a settlement is not reached within three (3) days after oral presentation to the first level supervisor, then, within ten (10) days of the oral presentation, the grievance shall be submitted in written form by the employee and/or the Association with a clear statement of the issue(s) involved to the **Executive Director of Human Resources** for handling in accordance with Step 2.

Step 2. The **Executive Director of Human Resources** shall establish a Step 2 meeting with the Association and/or its representatives, the aggrieved and appropriate District representatives. The Step 2 meeting shall be held within ten (10) days after the employee has filed the written grievance. The time and place for meetings under Step 2 shall be at the discretion of the Association and **Executive Director of Human Resources**. The **Executive Director of Human Resources** shall prepare a report of the meeting, together with a written disposition of the matter and forward copies to the employee and to the Association within ten (10) days after the Step 2 hearing. If the employee or Association is dissatisfied with the **Executive Director of Human Resources'** written disposition the employee and/or Association may appeal to Step 3 within five (5) days of the receipt of the written disposition.

Step 3. Grievances referred to Step 3 shall be discussed between the Association and/or its representatives and the General Counsel. This discussion shall take place within ten (10) days after filing the Step 3 appeal. The General Counsel shall have ten (10) days to respond in writing to the Association. The Step 3 response may be appealed to Step 4 by the Association within ten (10) days by written notice to General Counsel.

Step 4. ARBITRATION: In cases referred from Step 3 the parties shall attempt to agree on an arbitrator. If agreement is not reached within five (5) days, the parties shall petition the Bureau of Mediation Services for selection of an arbitrator under the rules of the PELRA. The arbitrator shall set the time and place for the Step 4 hearing, the method of procedure and make all necessary rulings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the written agreement or to any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as described in this article. The decision of the arbitrator, if within the scope of his power, shall be binding on both parties within the limitations of the PELRA. The expense and fees of the arbitrator shall be borne jointly by the School District and the Association.

SECTION 3. RULES:

Any loss of time by the employee and the employee's representatives to attend Step 4 in the grievance procedure shall not be compensated. The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual written consent. The failure of an aggrieved person to submit or present a grievance within the time limits or to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to accept the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator to communicate a decision or hold a meeting within the specific time limits shall permit the aggrieved to proceed to the next step in the grievance procedure. Grievance cases shall be as confidential as possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

SECTION 4. TIME LIMITATIONS ARE MANDATORY:

The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said limitations shall result in the grievance being waived and it shall not be submitted to arbitration. In the event the District does not reply to the grievance as required in Step 2, and the time limits contained therein are not extended by mutual consent, the grievance shall be referred to the next step. The time limitations provided herein may be extended by mutual written Agreement of the District and the Union.

ARTICLE XV – DURATION

SECTION 1. TERMS AND REOPENING NEGOTIATIONS:

This agreement shall remain in full force and effect for a period commencing on July 1, **2023** through June 30, **2025** and thereafter until modifications are made pursuant to the PELRA as amended. If either party desires to modify or amend this agreement commencing on July 1, **2025**, it shall give written notice of such intent no later than April 1, **2025**. 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 Board and the Anoka-Hennepin Office Professional Supervisors Association. Provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with the provisions.

SECTION 3. FINALITY:

It is further agreed that any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the terms 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 provisions thereof under different circumstances.

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

AH Office Professional Supervisor's Association

Sammy Smith  
Nancy Hamilton  
Carlyn Beaker  
G. Selleck  
Kathy Nelson  
Kertha Grace Brant  
Rexanne Chase

Dated 4/3/24

Anoka-Hennepin Independent School District No. 11

Yachway Crow  
Kary Doherty  
J. Emil Swain  
J. W.  
Michelle Langenfeld

Executive Director of Human Resources

Dated Jennifer Cherry