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

# MASTER AGREEMENT

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

and

Anoka-Hennepin Association of Community School Coordinators

Regarding Terms and Conditions of Employment
for Community School Coordinators

Anoka-Hennepin Independent School District No. 11

July 1, 2018 through June 30, 2020

# ARTICLE I - PURPOSE

This agreement entered into by and between the School Board of Anoka-Hennepin Independent School District No. 11 and the Anoka-Hennepin Association of Community School Coordinators has as its objective the establishment of the terms and conditions of employment for certain supervisory personnel for the period herein established.

#### **ARTICLE II - DEFINITIONS**

- A. <u>PELRA</u> of 1971 shall mean the Public Employment Labor Relations Act of 1971 as amended.
- B. <u>SUPERINTENDENT</u> shall mean the Superintendent of Schools of Independent School District No. 11 or a designated representative.
- C. <u>SCHOOL BOARD</u> shall mean the School Board of Independent School District No. 11 or its designated representative.
- D. Community School <u>COORDINATOR</u> shall mean a person employed by the District in a supervisory position who provides one or more of the following services for a school and/or community: preschool, youth, teen or adult enrichment, building use facilitation, community involvement and/or Key Communicator/Crime Prevention, summer recreation programming.
- E. <u>ASSOCIATION</u> shall mean the Anoka-Hennepin Association of Community School Coordinators or its designated representative.
- F. <u>OTHER TERMS</u> not defined in this agreement shall have those meanings as defined by PELRA of 1971 as amended.
- G. SUPERVISOR shall mean the Director of Community Education or his/her designee.

# ARTICLE III - LAWS, RULES, AND REGULATIONS

The parties agreed to abide by the state and federal laws, and reasonable rules and regulations established by the Board. Such Board rules and regulations will not be in conflict with this Agreement.

The exclusive representative recognizes that the School Board, all Coordinators covered by this agreement, and all provisions of this agreement 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 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.

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 as deemed necessary by the School Board in so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this agreement.

# **ARTICLE IV - RECOGNITION**

In accordance with the PELRA-71, as amended, the School Board, hereinafter referred to as the Board, recognizes the Anoka-Hennepin Association of Community School Coordinators, hereinafter referred to as the Association, as the exclusive representative of Community School Coordinators employed by the School Board of Anoka-Hennepin Independent School District No. 11. The terms Board and Association shall include authorized officers, representatives, and agents. Despite references herein to Board and Association as such, each reserves the right to act hereunder by designated representatives.

#### ARTICLE V - COORDINATORS' RIGHTS

# SECTION 1 RULE, LAW, AND REGULATION:

The community school coordinators have all rights afforded them by state and federal rules, laws, and regulations established by the State Board of Education and School Board policies.

#### SECTION 2 RIGHT TO JOIN:

Coordinators shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Coordinators 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 coordinators.

#### SECTION 3 DUES CHECK OFF

The Association shall have the right to request in writing the deduction of Association dues. Association dues deducted by the District shall be remitted to the Treasurer of the Association.

Employees who are full members may have their membership dues deducted for the Exclusive Representative on a payroll deduction plan. 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 PERSONNEL FILES:

The district personnel file relating to each individual Coordinator shall be available with an appointment during regular office business hours to each individual Coordinator upon written request. The Coordinator shall have the right to reproduce any of the contents of the file at the coordinator's expense

and to submit for inclusion in the file written information in response to any material contained therein. A Coordinator shall be notified if any negative information is put in the coordinator's file.

# SECTION 5 DISCIPLINE:

Coordinators shall not be disciplined, reprimanded, reduced in rank or compensation without just cause. Whenever possible, the supervisor will discuss with the Coordinator those activities of the Coordinator which would normally lead to a written disciplinary action against the Coordinator. Such a meeting must be held within two working days after the Coordinator is notified.

# SECTION 6 SALARY NOTICE:

The District shall give each Coordinator a letter defining the coordinator's salary, step, days and hours for each fiscal year.

# SECTION 7 EXTRA-CURRICULAR POSITIONS:

Coordinators who apply for district extra curricular positions must have prior written approval from their manager for both application for and the specific schedule of that activity. A manager's denial is non-grievable.

#### SECTION 8 JOB SHARE:

Job share rights of a Coordinator shall be contained in the letter of agreement given to each participant in that job share situation, including compensation, rights to the position, step advancement, designated incumbent, and prorated benefits. See Appendix 4 for further clarification.

#### ARTICLE VI - ASSOCIATION RIGHTS

# SECTION 1 The Association shall have the right to use the school building before or after school hours, scheduling such use with the building principal and the manager providing this shall not interfere with coordinator's work hours or interrupt school operation.

- SECTION 2 The Association shall have the right to place appropriately identified notices and other material on designated school bulletin boards and in mailboxes.
- SECTION 3 Expenses of copies or consumable supplies are to be at the Associations expense. The right to make copies or use supplies is subject to the manager's approval. Mileage is at the Association member's expense.
- SECTION 4 Duly authorized representatives of the Association shall be permitted to discuss matters pertaining to association business with district personnel at all reasonable times at the discretion of the managers and the director.

Meetings to include other association members are on the coordinator's own time.

#### SECTION 5

The Board shall provide information statistics and records as necessary for the proper enforcement of this agreement.

# ARTICLE VII - SCHOOL DISTRICT RIGHTS

#### SECTION 1 INHERENT MANAGERIAL RIGHTS:

The Association recognizes that the 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 VIII - Duty Year

# SECTION 1 BASIC DUTY YEAR:

The normal duty year for Community School Coordinators shall be 185 days/1,480 hours for Coordinators working full-time which includes three (3) paid holidays. Anything less is part-time. Included in the basic duty year, the full-time Community School Coordinators may work a maximum of eleven (11) Saturdays.

Subdivision 1 – Contract extensions beyond ten days shall be posted. Contract extensions beyond the normal duty year shall be at the coordinators daily rate of pay.

# SECTION 2 SPECIFIC DUTY YEAR:

The specific duty days during the calendar period July 1 through June 30 shall be proposed by individual Coordinators subject to the approval of the Director of Community Education.

# SECTION 3 HOLIDAY OBSERVANCE:

Eleven days during the period July 1 through June 30 shall be designated as holidays. A holiday shall be defined as a non-paid day on which a Community School Coordinator shall not be scheduled to perform duties and responsibilities. The calendar days on which the eleven holidays are observed shall be established by the School Board. They will normally be

Independence Day, Labor Day, two days at Thanksgiving, two days at Christmas, New Year's Day, President's Day, two days in the spring, and Memorial Day. The Director of Community Education will designate three holidays as paid holidays; Coordinators assigned to **220** or more duty days shall receive **ten** paid holidays. The amount of holiday pay shall be based on the assigned hours per day for the position as established by the District.

#### SECTION 4 EMERGENCY CLOSING:

Coordinators shall not be required to be in attendance in their buildings when schools are closed due to emergencies. However, due care must be given to orderly closing of the program, notification of participants, and protection of district property.

#### ARTICLE IX - DUTY DAY

#### SECTION 1 NORMAL DUTY DAY:

The Community School Coordinators, because of their managerial and supervisory responsibilities, agree to commit whatever time is necessary to accomplish managerial and supervisory duties and responsibilities. During the school year, the primary duty times of the Community School Coordinator are a combination of day and evening hours. The Community School Coordinator will meet with the Community Education Director or his/her designee to discuss the hours necessary to accomplish the said managerial and supervisory duties and responsibilities.

# ARTICLE X - BASIC COMPENSATION AND RATES OF PAY

#### SECTION 1 SALARY SCHEDULE July 2018 – June 2020:

(See Appendix 1)

A coordinator's advancement is subject to the right of the school district to withhold increments or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure. Notice of intent to withhold must be made by January 1 and notice of withholding by April 1.

# SECTION 2 PLACEMENT ON THE SALARY SCHEDULE:

Subdivision 1 - Initial Employment. Community School Coordinators who are newly employed during the terms of this Agreement shall be placed on the salary schedule as agreed upon by the Coordinator and the Director, subject to the approval of the School Board.

Subdivision 2 - Subject to future contract negotiations, Employees hired prior to March 1, **2018** shall advance one step on July 1 of the relevant year. Employees hired on or after March 1, shall not have step movement until the following July 1, if applicable. There shall be no step movement for the **2019-2020** contract year.

#### SECTION 3 PAY DEDUCTION:

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

#### SECTION 4 MILEAGE:

Community School Coordinators shall be reimbursed at the established Board rate for the use of their personal motorized vehicle to conduct authorized and approved travel on behalf of the District.

#### SECTION 5 DUES:

The District shall reimburse membership dues in MCEA upon verification of Coordinator's payment.

#### SECTION 6 PAYMENT:

All Coordinators shall be paid in 26 equal payments. Payment for summer assignments shall be made during the time period worked.

# ARTICLE XI - GROUP INSURANCE

Full-time Coordinators eligible for insurance must enroll within 30 days of first day worked.

#### SECTION 1 CARRIER SELECTION:

The selection of the insurance carrier or carriers to provide the group insurance programs shall remain with the District.

#### SECTION 2 HOSPITAL-MEDICAL-MAJOR MEDICAL:

The District shall establish a group hospital-medical-major medical program.

Subdivision 1 – Single **Contribution**. Effective September 1, **2018** through August 31, **2020**, the employer shall contribute up to **six hundred fifty four** 

dollars (\$654.00) per month towards the premium for single coverage for full-time eligible and enrolled employees.

Subdivision 2 - Family **Contribution**. Effective September 1, **2018** through August 31, **2020**, the employer shall contribute a maximum of **one thousand one hundred fifty** dollars (\$1,150.00) per month towards the premium **for family coverage** for full-time eligible and enrolled employees.

Subdivision 3 – **Dual Spouse Contribution.** When both married spouses work for the school district full time and are eligible and enrolled in insurance coverage, effective September 1, **2018** through August 31, **2020** the **employer** shall contribute up to **one thousand eight hundred fifty** dollars (**\$1,850.00**) per month **towards** of the premium for family coverage.

Subdivision 4 - Any additional cost of the premiums shall be paid by the employee via payroll deduction.

# SECTION 3 LONG-TERM DISABILITY - INCOME PROTECTION:

The Board shall provide this insurance plan at no cost to full-time Coordinators. The maximum monthly benefit for qualified Coordinators shall be two-thirds of current contract salary.

Coordinators on long-term disability:

Subdivision 1. Coordinators who are on a long-term disability shall be allowed to continue participation in any group health insurance plan in which they participated prior to going on long-term disability.

Subdivision 2. The District shall contribute an amount equal to that contributed or active Coordinators for single health/hospitalization coverage. Dependent coverage contribution by the District shall continue at the amount in effect at the time of disability and shall cease two years from the time of long-term disability eligibility.

Subdivision 3. The District shall contribute the full premium for life insurance until the waiver of premium commences.

Subdivision 4. Dental insurance may be secured by employee payment of the entire premium in effect for active Coordinators.

#### SECTION 4 TERM LIFE - ACCIDENTAL DEATH AND DISMEMBERMENT

The District shall provide \$50,000 coverage for this plan for all full-time insurance eligible coordinators.

#### SECTION 5 WORKER'S COMPENSATION:

The District shall provide Worker's Compensation insurance as required by law with the following guidelines.

Subdivision 1 - For the Coordinator who is absent from work as a result of a compensable injury, the District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the Coordinator and the Coordinator's regular rate of pay to the extent of the Coordinator's earned accrual of sick leave (unless the Coordinator requests that sick leave not be utilized). The School District will make a payroll deduction for monies received by the Coordinator from the District's Worker's Compensation insurance carrier

#### SECTION 6 DENTAL INSURANCE:

Effective September 1, 2018, the school district shall contribute a maximum of eighty dollars (\$80.00) per month toward the dental plan for all full-time Coordinators employed by the school district who qualify for and are enrolled in the dental plan. Any additional cost of the premium shall be paid by the employee via payroll deduction.

#### SECTION 7 GENERAL LIABILITY:

Subdivision 1 - The district shall carry general liability insurance as required by Minnesota Statutes.

Subdivision 2 - The District shall carry "errors and omissions" insurance coverage for Community School Coordinators.

#### SECTION 8 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 Community School Coordinator through payroll deduction.

#### SECTION 9 VOLUNTARY PARTICIPATION:

Participation by eligible community school coordinators in the insurance programs is voluntary. Community School Coordinators who choose not to participate shall receive no additional compensation in lieu of not participating.

#### SECTION 10 DURATION OF COVERAGE:

Community School Coordinators shall be eligible for district contribution to their last duty day of employment. District contributions shall cease as of the date of separation from employment.

#### ARTICLE XII - LEAVES OF ABSENCE

#### SECTION 1 SICK LEAVE:

The district incorporates Federal Family and Medical Leave Act provisions.

Full-time Community School Coordinators shall accrue 15 days of sick leave per year pro-rated on a per pay day basis. Part-time Coordinators will be prorated accordingly.

Subdivision 1 - Use of Sick Leave. Earned sick leave may be used in accordance with District guidelines.

Subdivision 2 - Definition of Immediate Family. The immediate family is designated as the coordinator's spouse, children, mother, father, brother, sister, or in-laws of a similar degree of relationship.

Subdivision 3 - Accumulation. Unused sick leave shall accumulate to an unlimited amount.

Subdivision 4 - Sick Leave Buy Back. Coordinators who have accumulated 30 days of sick leave and who have used less than half of their yearly allotment may cash in up to 5 days of unused sick leave days (prorated for less than 8 hours) at his/her daily rate of pay by notification to the Labor Relations and Benefits Department by June of the relevant year.

#### SECTION 2 EMERGENCY LEAVE:

Personal/Emergency Leave: Effective July 1, 2005, three (3) non-cumulative personal leave days deducted from sick leave shall be granted each year at the coordinator's discretion; Coordinators with 10 years or more seniority shall be granted one additional personal leave day. Coordinators may request personal leave days on a first requested, first granted basis at least five (5) days in advance, except in emergency situations. A request is a filed, signed personal leave request form. However, supervisor approval is required for personal leave under the following circumstances:

- a. Personal leave requests within the first five (5) days of the school calendar year/program start date or within the last five (5) days of the student calendar year/program end date.
- b. More than one Coordinator has requested personal leave on the same day.
- c. Personal leave requests on Mondays (Tuesday of Memorial week-end) or Fridays, commencing on May 1<sup>st</sup> and continuing until the end of the school year.
- d. Personal leave requests adjacent to a scheduled break or to requests for unpaid days off.
- e. In cases where two or more Coordinators submit their request at the same time, District wide seniority shall be used to break the tie (the most senior Coordinator shall be granted leave).

#### SECTION 3 JURY DUTY:

Community School Coordinator shall be compensated by the district for the difference between the coordinator's regular salary and fees received while on jury duty. However mileage fee paid to the Community School Coordinator in lieu of said duty, shall be kept by the Coordinator.

# SECTION 4 COURT HEARINGS:

A Community School Coordinator subpoenaed by a court as a defendant or witness as a result of performing management or supervisory duty shall be compensated for the difference between the coordinator's regular daily salary and witness fees for each duty day of absence.

However, this shall not include cases concerning Community School Coordinators versus Anoka-Hennepin Independent School District No. 11.

# SECTION 5 PROFESSIONAL LEAVE:

The Community Education Director may assign Community School Coordinators to attend appropriate professional meetings, conferences, and workshops at the local, state, and national levels. During such assignments, the Community School Coordinator shall be considered to be in a duty status. (Sundays shall be excluded.)

# SECTION 6 MATERNITY LEAVE:

Maternity and/or Child Care Leave of Absence: Maternity/child care leaves of absence will be granted in accordance with the following subdivisions:

Subdivision 6.1 Notification: No later than ninety (90) days after knowledge of becoming pregnant, the Coordinator shall provide a doctor's statement to her supervisor indicating: (1.) the general health condition of the Coordinator and (2.) the expected date of birth.

If the Coordinator remains in good health and wishes a maternity leave and/or a child care leave, she shall submit a "Request for Maternity Leave of Absence" through her supervisor addressed to the Employee Services Department at least ninety (90) days before the expected date of birth. The Coordinator shall be granted a child care leave of absence without pay not to exceed nine months (June, July, and August not included). A maternity leave shall not normally exceed thirty (30) working days. However, if complications develop or the disability continues, a doctor's statement shall be required for the Coordinator to continue using accumulated sick leave during the period of disability. An unpaid child care leave is defined as the period of time a Coordinator intends for the convenience and comfort of the Coordinator as well as the care of the child.

The Coordinator's supervisor shall consider the ability to perform the job assignment, and the wishes of the Coordinator in determining the starting date for the leave of absence. Notice of the leave approval will be forwarded

to the Coordinator and her supervisor. Failure to return within the specified time of unpaid leave shall be cause for termination.

Subdivision 6.2 Health Insurance: Coordinators on maternity leave shall have their health insurance continue while they are using sick leave on disability status. Coordinators on an unpaid child care leave shall be responsible for the total cost of health insurance while they are on leave by paying the group rate cost except as noted in the Federal Family Leave Act.

Subdivision 6.3 Seniority: District seniority shall accumulate during the first six (6) months of child care leave of absence and thereafter be retained but not accumulate

Subdivision 6.4 A Coordinator may choose to use earned sick leave for the regular duty days she is disabled. This disability shall begin no later than the first day of confinement and no sooner than the date of confinement unless the Coordinator is disabled with complications and presents the district with a doctor's statement. Cases of an unusual nature shall receive special consideration. Written request to use sick leave days must be submitted to the Labor Relations/Benefits Manager.

Subdivision 6.5 Job Security: Coordinators returning from maternity and/or child care leave will not receive less compensation than at the time the leave started. Coordinators selecting and completing a maternity and/or an unpaid child care leave of six (6) months or less during the school year shall retain the same position.

#### SECTION 7 ADOPTION OR PATERNITY LEAVE OF ABSENCE:

A Coordinator shall be granted adoption/paternity leave of absence without pay, not to exceed twelve months. Seniority shall be retained but not accumulate after six months. A father, following the birth of his child, or a mother and/or father, following the adoption of a child, may use up to seven (7) days sick leave. The leave shall commence within the first twelve months of the birth or adoption.

#### SECTION 8 MILITARY LEAVE OF ABSENCE:

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

# SECTION 9 ABSENCE WITHOUT PAY:

Absence without pay may be granted to Community School Coordinators, requesting such absence in writing, at the discretion of the Community Education Director

#### SECTION 10 VOLUNTARY LEAVE:

Community School Coordinators will have the same voluntary leave privileges as other Anoka-Hennepin District No. 11 staff.

#### ARTICLE XIII - SENIORITY/LAYOFF

# SECTION 1 SENIORITY:

Seniority shall be established by the following procedures:

- 1. Bargaining unit seniority in the district shall be computed on the basis of continuous employment as a benefit eligible Community Education employee.
- 2. Coordinators shall continue to accrue seniority while on military, professional, or maternity leaves. Coordinators shall retain seniority while on all other leaves.

# SECTION 2 PROCEDURES FOR LAYOFF:

Reduction means taking away the number of days or hours in a given position. Elimination means the prospective non-existence of a position. Bumping means the movement of a more senior Coordinator from one position to another held by a less senior coordinator. Bumping may only be exercised when one's position is eliminated or reduced in accordance with 1, 2, 3 below.

Full-time Community School Coordinators will be laid off in reverse seniority order subject to the following rules:

- 1. In the event of reduction or elimination of a full-time position, the Coordinator in that position will have a choice of (1) accepting the reduced position, (2) bumping, if qualified, the least senior full-time Coordinator or (3) being laid off subject to recall, if qualified, for the next available full-time position.
- 2. In the event of being bumped, the least senior full-time Coordinator will have the option of (1) bumping, if qualified, a part-time Coordinator of nearest equivalent level in hours and days who is lesser seniority or (2) being laid off subject to recall, if qualified, for the next available full-time position.
- 3. In the event of reduction or elimination of or bumping of a part-time position, the Coordinator in that position will have a choice of (1) accepting the reduced position, (2) bumping, if qualified, the least senior part-time coordinator, or (3) being laid off subject to recall, if qualified, for the next available part-time position.
- 4. No Coordinator may improve his/her position by more than 60 hours in the exercise of layoff bumping rights.

Qualified in sections 1-3 refers to seniority in the district as a coordinator, satisfactory performance, past experience and/or training in unique or similar programs.

- 5. Coordinators on layoff will be retained on the list for one year or for the length of their seniority, whichever is less.
- 6. Coordinators recalled shall notify the Employee Services Department of their intent to return immediately. Coordinators will be allowed up to three weeks to report to work.
- 7. Coordinators working less than 1,480 hours/year will be placed in a separate category for purposes of bumping.

#### ARTICLE XIV - RETIREMENT

All Coordinators hired on or after July 1, 2005 are not eligible for Section 1 Severance.

#### SECTION 1 RETIREMENT SEVERANCE:

Coordinators who are immediately eligible to receive a state retirement pension upon retirement, have ten (10) years seniority in the district, and notify the District of intended retirement no later than sixty (60) days prior to the last day worked, shall qualify for up to 100 unused sick leave days times their daily rate of pay less any District contribution to a matching 403(b) as set forth in section 2, 403(b), of this Article in retirement severance compensation.

- a. Payment shall be made in one lump sum 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/TRA shall be made only as required by law. If the retiree dies before the severance payment has been made, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.
- b. Retirement severance shall be available only once in a Coordinator's employment with the District.
- c. This section shall not apply to any Coordinator who is discharged for cause by the School District.
- d. Coordinator's retirement date shall be in compliance with state laws regarding public employees.

#### <u>SECTION 2</u> <u>403(b)</u>:

Effective July 1, 2011 the School District will contribute up to \$2000 per year towards a matching 403(b) tax-sheltered annuity for all eligible full time Coordinators with one-year's seniority as of July 1. The maximum individual lifetime matching contribution by the District shall be \$25,000.

For Coordinators hired prior to July 1, 2005, each dollar contributed by the School District towards the matching 403(b) shall reduce the Retirement Severance payment, as set forth in Section 2, based on unused sick leave by the same dollar amount

# SECTION 3. Health and Dental Insurance:

Effective following adoption of this Agreement by the District, Coordinators eligible for retirement as established by Section 1 and enrolled in insurance may elect to continue to participate in the District's Health and Dental insurance programs. The value of accumulated sick leave over 100 sick days shall be allocated to the Health Care Savings Plan for eligible and enrolled Coordinators.

#### ARTICLE XV - GRIEVANCE PROCEDURE

#### SECTION 1 DEFINITION:

A grievance shall mean an allegation by a Coordinator resulting in a dispute or disagreement between the Coordinator and the district as to the interpretation or application of terms and conditions contained in this agreement.

#### SECTION 2 REPRESENTATIVE:

The Coordinator, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

#### SECTION 3 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 limit prescribed:

Step 1 - The grievance shall be orally presented to the Community Education Manager within ten days after the Coordinator 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 two days after oral presentation to the manager, the grievance shall be reduced in writing on a form specified by the Labor Relations and Benefits Department with a clear statement of the issues involved. This shall be presented to the Director who shall promptly transmit the written grievance to the General Counsel for handling in accordance with Step 2.

Step 2 - The General Counsel shall establish a Step 2 hearing with the aggrieved and the Community Education Director. The Step 2 meeting will be held within five days after the Coordinator has filed the written grievance.

The time and place for meetings under Step 2 shall be at the discretion of the General Counsel. Counsel and the Director shall prepare a report of the meeting together with a written disposition of the matter and forward copies to the Coordinator and to the Association within five days after the Step 2 hearing. If settlement is not reached in Step 2 within three days of the date of disposition, the grievance is referred to Step 3.

Step 3 - Grievances referred to Step 3 shall be discussed between the Association and the General Counsel. This discussion shall take place within five days after the grievance has been referred to Step 3. If agreement is reached as a result of this meeting, Counsel shall issue a disposition of the matter which shall be final and binding. If agreement is not reached, the grievance shall, within three days after the Step 3 meeting, notify in writing the General Counsel that arbitration is required.

Step 4 - Arbitration. In cases referred to Step 4, the parties shall attempt to agree on an arbitrator. If agreement is not reached within three days, the petitioning party shall petition the Bureau of Mediation Services for assistance under the rules of the PELRA-71 as amended. The arbitrator shall set the time and place for the Step 4 hearing, the method of procedure, and issue all necessary rulings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the agreement or of any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as defined in this article. The decision of the arbitrator, if within the scope of his/her power, shall be binding on both parties with the limitations of PELRA-71 as amended. The expense and fees of the arbitrator shall be born jointly by the Board and the Association.

#### ARTICLE XVI - DURATION

#### SECTION 1 TERMS AND REOPENING NEGOTIATIONS:

This agreement shall remain in full force and effect for a period commencing on July 1, **2018** through June 30, **2020**-and thereafter until modifications are made pursuant to the PELRA-71 as amended. If either party desires to modify or amend this agreement commencing on July 1, **2020**, it shall give written notice of such intent no later than March 1, **2020**. 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 Association of Community School Coordinators. The 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 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 effect 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:

Anoka-Hennepin Association of Community School Coordinators	Anoka-Hennepin Independent School District No. 44
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January 14, 2019	DOM9
DATE	General Counsel
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# APPENDIX 1

# COMMUNITY SCHOOL COORDINATORS

Based on 185 days of 8 hours per day:

	2018-19	2019-20
	Step Movement	No Step Movement
Step:	SALARY	SALARY
5	\$41,243	\$42,274
6	\$42,500	\$43,563
7	\$43,779	\$44,873
8	\$45,113	\$46,241
9	\$46,497	\$47,659
10	\$47,907	\$49,105
11	\$49,370	\$50,604
12	\$52,376	\$53,424
13	\$53,424	\$54,492

# ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT No. 11

# WRITTEN GRIEVANCE

	Grievance No		
Aggrieved	Classification		
Grievance: State in clear terms t Cite specific contract sections(s) al	he violation, people involved and other relevant information. lleged to be violated.		
Relief sought:			
Date	Signature		
(To be filled out by the First Leve Counsel.)	el Supervisor with copies to the Aggrieved and the General		
Disposition of Step I:			
Date	Signature		