

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

MASTER AGREEMENT

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

and

Anoka-Hennepin Paraeducator Association

Regarding Terms and Conditions of Employment for
Paraeducator Employees
Anoka-Hennepin Independent School District No. 11

July 1, **2018** through June 30, **2020**

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Article I

PURPOSE

The purpose of the Agreement is to encourage and increase orderly, constructive and harmonious relationships between Anoka-Hennepin Independent School District No. 11, hereinafter referred to as the employer and/or the District, and the Anoka-Hennepin Paraeducator Association, hereinafter referred to as paraeducators; 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 operate their school/program 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

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA of 1971, as amended, the School Board recognizes Anoka-Hennepin Paraeducator Association as the Exclusive Representative for the paraeducators who are employed by the District, which Exclusive Representative shall have those rights and responsibilities as prescribed by the PELRA of 1971, as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such paraeducators of the District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement (and in certification by the Director of Mediation Service, if any).

Section 3. Equal Application: The provisions of this contract shall be applied equally to all paraeducators in the bargaining unit without discrimination as to race, creed, religion, color, national origin, disability, sex/gender (unless sex is a bona fide occupational qualification), marital status, or status with regard to public assistance, sexual orientation, age, family care leave status or veteran status.

Section 4. Exclusivity: The employer will not during the life of this Agreement meet and negotiate relative to terms and conditions of employment with any paraeducator or group of paraeducators who are covered by this Agreement except through the Exclusive Bargaining Representative. No paraeducator covered by this Agreement shall negotiate any terms and conditions of employment except with the School Board's designated negotiator.

Section 5. Inclusion of New Titles: If titles are created during the life of this Agreement that are not listed in Article III, Section 2, the parties will meet and attempt to agree on the inclusion or exclusion of the new title. If the parties cannot agree, the question will be submitted to the Director of the Bureau of Mediation Services for a determination of the inclusion or exclusion of such title.

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 contribution to, premium for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the paraeducators. The terms in this case are subject to the provisions of Section 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Description of Appropriate Unit: All District paraeducators including Elementary, Secondary, Health, COTA, Special Education, Bus Paraeducators, Technology Paraeducators, Supplemental Program Paraeducators, ESL Paraeducators, and Special Education-LPN Paraeducators employed by the District whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding all other employees including emergency employees.

Section 3. Immediate Supervisor: This term shall mean the building Principal, Assistant Principal, or Supervisor as defined in PELRA, 1971, as amended.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA, as amended.

Article IV

SCHOOL BOARD RIGHTS

Section 1: It is recognized that except as expressly stated herein, the employer shall retain whatever rights and authority granted by State Statutes in order to operate and direct the affairs of the schools/programs in all of their various aspects, including but not limited to, the educational policies of the schools/programs; the right to direct and assign paraeducators, to schedule working hours; to determine whether goods or services should be made or purchased; to make and enforce reasonable rules and regulations affecting terms and conditions of employment that are uniformly applied and enforced in accordance with the provisions of the rules or regulations. Any term or condition of employment not specifically established by this Contract shall remain solely within the discretion of the employer to modify, establish, or eliminate.

Section 2: The District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Article V

PARAEDUCATOR RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any paraeducator or her/his representative in 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. Outside Activity: The parties to this Agreement shall take no action, direct or indirect, to deny or effectively reduce the constitutional rights of any paraeducator. No exercise of any right of citizenship or any religious or political activities of any paraeducator or the lack thereof shall be ground for disciplinary or discriminatory action with respect to the employment of such paraeducator. It is expressly recognized that the private and personal life of any paraeducator is neither within the concern of, nor the subject of any action taken by, the employer or his representative unless it affects the educational process of the school system.

Section 3. Dues Check Off: Paraeducators **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 paraeducators, shall be obligated to check off said fee from the earnings of the paraeducator 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. Discipline, Dismissal, or Resignations: A paraeducator who has completed his/her probationary period as defined in Article VII, Section 3 shall not be disciplined, reprimanded, reduced in rank or compensation, or discharged without just cause.

- A. Depending on the circumstances, corrective discipline will be prescribed with a verbal warning, written warning, suspension without pay, or termination. If a supervisor meets with a paraeducator to discuss discipline or potential discipline, the paraeducator shall be entitled to have an association representative present. Paraeducators who believe they have been disciplined without just cause may seek a remedy pursuant to Article XIV grievance procedure.
- B. Paraeducators who resign due to unusual circumstances and are accepted for re-employment within one year of resignation shall be reinstated only with the approval of the Superintendent of Schools or her/his designee. Reinstatement shall be at the seniority level and pay rate attained prior to resignation including reinstatement of accrued sick leave days. Paraeducators who resign do so with the understanding that reinstatement may not be obtained by the grievance process.
- C. Paraeducators who are dismissed for just cause or who resign shall do so with the understanding that this shall be with "loss of all rights."
- D. Paraeducators who are terminated may request the District to provide, in writing, the reasons for their termination.

Section 5. Personnel File: Paraeducators shall be shown any evaluation and/or negative information placed in their personnel file and will have the right to respond. The response shall be placed in the personnel file. The paraeducator shall have the right to reproduce any contents of the file at the paraeducator's expense. A paraeducator may request that specific information be included in her/his personnel file subject to the District's approval.

Section 6. The District shall post this Agreement to its website; copies will be provided to employees upon request.

Article VI

ASSOCIATION RIGHTS

Section 1. Use of Facilities: The Association shall be afforded reasonable use of the school/program buildings. Prior approval for such use must be obtained from the building principal/program supervisor.

Section 2. Transaction of Business: Duly authorized representatives of the Association shall be permitted to transact official Association business on school premises contingent upon the approval of the building principal/program supervisor provided that this shall not unduly interfere with nor interrupt the operations of the school. The Association may use the District e-mail, mail service and paraeducator mailboxes for communications to paraeducator.

Section 3. Bulletin Boards: The Association shall have the right to place appropriately identified notices and other material on school/program bulletin boards and/or in paraeducator mailboxes designated for such use. The Association shall be responsible to remove notices on a timely basis.

Section 4. Access of Information: Upon request, the employer or the employer's designee agrees to provide the Association information available to it concerning the paraeducator staffing and financial resources of the District, including the names and addresses and positions on the pay-rate schedule of all paraeducators in the bargaining unit and such other information requested by the Association in contract matters or in the processing of a grievance.

Section 5. Time Off for Exclusive Representative: The District will provide reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of the Exclusive Representative including, but not limited to, grievance investigation and processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The Exclusive Representative shall notify his/her immediate supervisor at least two (2) days prior to the use of such time off except in emergency situations

Article VII

EMPLOYMENT PRACTICE

Section 1. Employee Work Rules: The principal/program supervisor shall be responsible to inform the paraeducators of the work rules.

Section 2. Seniority: The District shall maintain separate seniority lists for full-time positions for the following paraeducator categories: Elementary, Health, Secondary, Special Education, Bus, COTA's, Technology, Supplemental Programs (AVID and Title shall have separate seniority lists), ESL, and Special Education LPN Paraeducators. A paraeducator will earn seniority credit based on the most recent continuous date of employment. Seniority shall accrue up to one (1) year for all approved leaves. If a paraeducator changes positions within the bargaining unit, any seniority earned shall be retained in the new job. A copy of each seniority list shall be sent to the Exclusive Representative by April 1st of each school year. Part-time paraeducators shall be maintained in a separate seniority list, have no guarantees of number of hours of work and shall be subjected to termination at the end of each school year.

Section 3: Probation Period. The Probationary Period for new paraeducators shall be the equivalent of one full year from the date of hire. Section 5 and 6 of this Article does not apply to probationary paraeducators.

Section 4. School Year or Summer Openings:

- A. Any paraeducator may apply for voluntary transfer to an available opening.
- B. Administrative transfer of a paraeducator may be initiated to improve the paraeducator's working conditions. The assignment shall be mutually agreeable to the Executive Administrator, the Building Administrators, the paraeducator and the Association.
- C. During the school year, in the event of vacancies within a category, principals/program supervisors will notify building paraeducators within the same category of opportunities for reassignment. In the event of a position opening within a category and no paraeducator within the category is on layoff:

The District will post the opening created within the category in each school building/program for a minimum period of five (5) working days and send a copy of the notice to the Exclusive Representative. When the position is posted, reasonable effort shall be used to accurately describe the position, location, special training and hours.

- D. A current paraeducator must notify Employee Services of her/his desire to be considered for the posted position no later than the closing date of the posting. A minimum of five (5) internal applicants shall be interviewed for the posted opening. Seniority shall be one of the factors to be considered, but the applicant with the best qualifications for a position shall be selected.
- E. Any paraeducator transferring to a different paraeducator position shall normally be required to remain at her/his present position no more than two (2) weeks. (Summer not applicable)

- F. Vacancies which exist within two (2) weeks before or after commencement of a new school year shall be posted for two working days and then be released for immediate fill.

Section 5. Elimination, Displacement and Reassignment of Paraeducator Position(s):

- A. If a full-time paraeducator position is eliminated during the school year, the following shall occur:
1. If a position is eliminated within a school, the least senior paraeducator within that category shall be displaced unless the more senior affected paraeducator volunteers to be displaced and/or the District determines that it is not in the best interest of the children or programs affected to displace the least senior paraeducator - in such circumstances the District, Association, and paraeducators shall meet in an attempt to resolve the procedure for the affected paraeducator's continuing assignment.
 2. If a displaced paraeducator chooses to substitute for a period of time until an appropriate assignment becomes available, she/he shall receive her/his current hourly rate of pay and benefits.
- B. If there is an elimination of full-time paraeducator positions within a building for the following school year, the paraeducator with the lowest district seniority within each category shall be the first to be displaced and the following shall apply:
1. If known, the paraeducator shall be informed by the building principal/program supervisor of the known eliminations of position(s) before the end of the school year. The paraeducators who have to be reassigned to other buildings shall be determined by their district seniority according to the category lists established in Section 2 of this Article, unless the District determines that it is not in the best interest of the children or programs affected to displace the least senior paraeducator. In such circumstances the next least senior paraeducator will be displaced.
 2. Employee Services will notify all displaced paraeducators and the Exclusive Representative of the known open positions available approximately four weeks prior to the opening of school. Employee Services will accurately describe and designate hours of the open positions. Following notice of available positions from Employee Services, the displaced paraeducators shall submit within five (5) working days their preferences for a job opening within their category.
 3. The District will assign all displaced paraeducators to the opening within their category with consideration of the following factors: preference, interview, seniority, and ability to do the job.
 4. The District shall not hire any new paraeducators until the displaced paraeducators have been placed in all available openings within their category for which they are qualified or which they are willing to learn.

5. After the placement of all displaced paraeducators, vacancies which exist within two weeks prior to the start of school shall be posted for 2 working days and then released for immediate fill.
6. If a reassigned paraeducator is unable to exhibit the ability to perform the job after 40 school days, a district representative, the paraeducator, and the paraeducator's representative shall meet to place the paraeducator in a more suitable position. If a reassigned paraeducator chooses to substitute for a period of time until an appropriate assignment becomes available, she/he shall receive her/his current hourly rate of pay and benefits.

Section 6. Layoff and Reemployment:

- A. Layoff: In the event the School Board shall eliminate or reduce full-time paraeducator positions or need to create additional openings for displaced full-time paraeducators, such action shall be governed by the following procedures:
 1. The employer shall notify all affected paraeducators and the Exclusive Representative in writing. This notice shall be given at least two weeks prior to the date of layoff.
 2. The least senior paraeducators, by category, as established in Section 2 of this Article shall be laid off first. If more than one paraeducator started employment on the same day, the paraeducator with the higher "employee number" shall be laid off first.
- B. Reemployment of all full-time paraeducators shall be subject to the following conditions:
 1. Rights of reinstatement shall continue only for a period of two (2) years from the date of layoff.
 2. All full-time paraeducators shall be reemployed in the inverse order in the job category in which they were laid off.
 3. A paraeducator who is reinstated as provided above shall have all rights and benefits previously earned restored. Seniority shall be retained but will not accumulate during this absence.
 4. The employer shall notify the paraeducator of an opening in her/his category by registered letter mailed to the last known address of the paraeducator.
 - a. Paraeducators notified during the school year shall have five (5) working days to inform the District of acceptance or rejection of the offer. If the paraeducator accepts the offer, the paraeducator must be available within ten (10) working days of the date of notification.
 - b. Paraeducators notified during the summer months shall normally notify the District of acceptance or rejection of the offer within two weeks of notification.

5. A full-time paraeducator may reject up to three (3) full-time jobs within their category before relinquishing rights of reemployment. (Bus paraeducator openings excluded.)

Article VIII

COMPENSATION

Section 1. Pay Schedule: The pay rates and rules in Appendix A, attached hereto, shall be part of the Agreement.

Section 2. Paychecks: Paychecks shall be issued electronically by direct deposit on pay dates as determined by the District Payroll Department. Reasonable effort shall be made to pay new paraeducators (who have completed all required employment forms) no later than the second pay day after the start of the school year. If the payday occurs on a holiday, reasonable effort will be made to issue the paycheck on the last working day prior to the holiday.

Section 3. Pay Rate Beyond Normal Schedule Hours: Any hours authorized by the paraeducator's immediate supervisor shall be compensated in the following manner:

- A. Hours authorized and worked up to forty (40) hours per week shall be compensated at the paraeducator's current hourly rate on the salary schedule including seniority and academic credits.
- B. Hours authorized and worked beyond forty (40) hours per week shall be compensated at one and one-half the paraeducator's current hourly rate on the salary schedule including seniority and academic credits.

Section 4. If a paraeducator is required to go on a field trip to supervise a student(s) and is required to be on duty during lunch or beyond normal duty hours, she/he shall be paid for all compensable hours as set forth in Section 3 of this Article. Unusual circumstances may receive special consideration.

Section 5. Mileage: Any paraeducator who is directed and authorized to use his/her own vehicle for any assigned task shall be reimbursed at the district rate upon submitting the proper forms.

Section 6. Emergency Closings: Paraeducator attendance shall not be required whenever student attendance is not required due to district-wide closings because of inclement weather and there shall be no loss in pay. If a school/program is closed or dismissed for students due to emergency conditions beyond the control of the District, the building principal/program supervisor shall determine the paraeducator's attendance. There shall be no loss in pay. If a day is required to meet minimum State requirements, paraeducators shall be paid at the current hourly rate on the salary schedule including seniority and academic credits for each additional day required to meet the State requirements.

Section 7. Overpayment/Underpayment: Overpayment or compensation which exceeds earned compensation by the paraeducator for whatever reason shall be recoverable by the

school district by payroll deduction. Underpayment of compensation shall be recoverable by the paraeducator.

Recovery will be limited to one school year prior to the time of discovery. Individual repayment will be worked out between the Paraeducator and the Payroll Department.

Article IX

INSURANCE

Section 1. Hospitalization - Medical - Major Medical: The employer shall provide hospitalization, medical and major medical insurance annually for all paraeducators who work at least six (6) hours per day in the normal school year. Bus paraeducators are not eligible for insurance benefits.

- A. Single Coverage: Effective September 1, **2018**, for **benefit** eligible, enrolled paraeducators, the employer shall contribute up to **six hundred fifty-four dollars (\$654.00)** per month of the premium for single coverage.
- B. Family District Contribution: Effective September 1, **2018**, for benefit eligible, enrolled paraeducators, the employer shall contribute up to **one thousand one hundred fifty dollars (\$1,150.00)** per month **of the premium for family coverage**. Thereafter, the District contribution will increase by the same dollar amount as the negotiated increase in single coverage.
- C. Dual Spouse Contribution: Effective September 1, **2018** if both married spouses work full time for the District and both are benefit eligible, the District shall contribute up to **one thousand eight hundred fifty dollars (\$1,850.00)** per month of the premium for family coverage.
- D. Any additional cost of the premiums shall be borne by the employee and paid by payroll deduction.

Section 2. Dental Insurance: The District shall contribute up to a maximum of **eighty dollars (\$80.00)** per month for eligible enrolled paraeducators. **Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.**

Section 3. Income Protection: The employer will pay the premium of income protection insurance for paraeducators who work six (6) hours or more per day in the normal school year. Paraeducators who are on a long-term disability leave shall be allowed to continue participation in any group insurance plan in which they participated prior to going on LTD.

Section 4. Term Life Insurance: A \$50,000 term life insurance policy for each paraeducator who works six (6) hours or more per day in the normal school year will be paid by the employer.

Section 5. Worker's Compensation: The employer shall provide worker's compensation insurance as required by law with the following provisions:

Upon the request of the paraeducator who is absent from work as a result of a compensable injury, the employer will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the paraeducator and the paraeducator's regular rate of pay to the extent of the paraeducator's earned accrual of sick leave.

Section 6. Liability Insurance: The employer shall provide liability insurance on all paraeducators to cover acts of the paraeducators while acting within the scope of their employment. Such policy shall include an errors and omission clause.

Section 7. Flexible Benefit Account: Paraeducator's shall be eligible to participate in Anoka-Hennepin Flexible Benefit Plan in accordance with Anoka-Hennepin plan description and IRS Rules.

Article X

LEAVES OF ABSENCE

THE DISTRICT SHALL COMPLY WITH THE PROVISIONS OF THE FEDERAL FAMILY AND MEDICAL LEAVE ACT FOR ELIGIBLE PARAEDUCATORS.

Section 1. Sick Leave/Emergency Leave/Personal Leave: Paraeducators who return to work at the start of a school year will earn (12) days of sick leave at the paraeducator's assigned hours per day and to be accrued on a per pay day basis. Paraeducators hired during the school year will earn sick leave on a pro-rated basis based on the days worked for the year. Sick leave will be allowed to accumulate to an unlimited amount.

- A. Pursuant to District guidelines, sick leave may be used for **safety leave, or** personal illness/injury, serious illness/injury and bereavement for members of the immediate family as determined by state law (e.g. spouse, children, sibling, parents, grandparents, grandchildren, parent-in-laws).
- B. Leaves of absence without pay may be granted for illness or poor health beyond the limits of paid sick leave.
- C. Paraeducator absence due to injury as a result of an assault by a student or a nonstudent, while performing school business that is not provoked by the Paraeducator, shall not be charged against the paraeducator's sick leave.
- D. Personal Leave: Three (3) non-cumulative personal leave days deducted from sick leave shall be granted each year at the paraeducators discretion; paraeducators with ten (10) years or more seniority shall be granted one (1) additional personal leave day. Paraeducators 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. Principals/program supervisors have discretion to approve or deny requests based on established limits on the number of paraeducators who may take personal leave on any given day. Guidelines for building/program limitations include the following:

1. Personal leave requests during the first five (5) days of the school calendar year or the last five (5) days of the student calendar year.
 2. No more than 7% of paraeducators may use personal leave the same day.
 3. Personal leave requests on Mondays (Tuesday of Memorial week-end) or Fridays, commencing on May 1st and continuing until the end of the school year.
 4. Personal leave requests adjacent to a scheduled break or to requests for unpaid days off.
 5. In cases where two or more paraeducators submit their request at the same time and the building/program limitations would be exceeded, District wide seniority would be used to break the tie (the most senior paraeducator shall be granted leave).
- E. A paraeducator who used less than half of the year's allotted sick leave (used days includes the combination of sick and/or personal leave days), no dock days, and has an accumulation of thirty (30) sick leave days may choose to buy back up to five unused days at the paraeducator's current hourly rate on the salary schedule including longevity and academic credits.
- F. Dock days may not be used for illness when the paraeducator has sick leave available. Unusual circumstances will be reviewed.
- G. Paraeducators who terminate employment or go on a leave of absence will be docked for any sick leave used but not earned to date.

Section 2. Maternity /Parental Leave of Absence: Maternity/parental leave of absence will be granted in accordance with the following regulations:

- A. Within ninety (90) days of learning of pregnancy, the paraeducator shall provide a doctor's statement to her supervisor confirming pregnancy and anticipated delivery date.
- B. A "Request for Maternity Leave of Absence" shall be submitted to her supervisor addressed to the Employee Services Department at least ninety (90) days before the anticipated delivery date.
- C. The Superintendent of Schools or designee shall consider the paraeducator's ability to perform the job assignment, and the wishes of the paraeducator, in determining the starting date for the leave of absence. Notice of the leave will be forwarded to the paraeducator and her supervisor.
- D: A maternity leave is defined as the period of time of disability and shall not normally exceed thirty (30) **duty** days. A child care leave is defined as the period of time a paraeducator intends for the convenience and comfort of the paraeducator as well as the care of the child. Maternity/child care leave shall normally be no longer than a maximum of twelve (12) weeks per year. The return date shall be aligned with the beginning of school/fiscal/program calendar needs.
- E. Paraeducators on leave shall have the district contribution of health insurance continued by the District in accordance with District FMLA policies and guidelines.

District seniority shall accumulate during the leave of absence.

A paraeducator may choose to use earned sick leave for the regular duty days she is disabled up to and including thirty (30) duty days, upon submitting written request to the Labor Relations and Benefits Department. This disability shall begin no later than the first day of birth.

- F. Circumstances of unusual nature may receive special consideration.
- G. Paraeducators returning from maternity leave shall return to the same position; in the event the position no longer exists, the relevant provisions of Article VII shall apply.
- H. Sick leave benefits accumulated at the start of the maternity/child care leave will be granted at the return of the leave.

Section 3. Family/Medical Leave: A paraeducator will be eligible for family medical leave in accordance with state and federal statute.

Section 4. Adoption/Parental Leave: 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) consecutive days sick leave. The leave must commence within the first twelve months of the birth or adoption.

Section 5. Jury Duty: A paraeducator called for jury duty shall suffer no loss of salary. Full salary shall be paid by the District; but compensation received by the paraeducator for jury duty, exclusive of expenses, shall be returned to the District.

Section 6. Leaves for Court Hearings: Court leave with pay shall be granted to paraeducators for the time necessary to make appearance(s) in any court proceeding resulting from District work activities. This shall not apply to court cases initiated by the paraeducator or the Association against the District.

Section 7. Military: Paraeducators shall be granted military leave as required or allowed by federal and state statutes.

Section 8. Dock Days: The building principal/program supervisor may grant leaves of absence up to five days annually without pay (includes adjustments for District contribution to insurance benefits and sick leave accrual) to be taken either consecutively or singly. An additional day may be granted upon request for approval to Employee Services.

Section 9. Extended Leaves of Absence: Paraeducators may be granted extended/educational leaves of absence at the discretion of the District by submitting in writing for consideration to Employee Services.

Section 10. If a paraeducator has more than a six-month continuous absence, that position may be posted as a vacancy. Upon return from leave, the paraeducator will take the next available opening for which qualified, unless the absence was for job-related injury in which case the paraeducator shall be entitled to the least senior position for which qualified.

If a paraeducator has a six month or less leave, that position will be posted for an emergency substitute. Upon return from leave, the paraeducator may return to the position. This includes all leaves of absence.

Article XI

HOLIDAYS

Section 1. Holidays: All paraeducators in the bargaining unit shall have ten (10) paid holidays. These holidays shall be Labor Day, two days at Thanksgiving, two days at winter break, New Year's Day, President's Day, two days in the spring and Memorial Day.

Article XII

WORKING HOURS AND DAYS

Section 1. Hours:

- A. Regular full-time positions will be assigned at least six (6) hours per day for at least the number of student contact days. Each building and program shall be encouraged to schedule as many full-time (based on a work schedule of at least 6 hours per day) paraeducators as possible before creating part-time positions.
- B. Positions assigned less than six (6) hours per day will be considered part-time positions. Accrued sick leave shall be pro-rated. Bargaining unit status paraeducators (14 hours per week or more) are covered by the working agreement provisions with the exception of Article VII and Article XII.
- C. Paraeducators hired into full-time positions, or current paraeducators who voluntarily accept new or other full-time positions, shall be guaranteed a full-time position as defined in this Article. Notwithstanding the guarantee of hours, full-time paraeducators are subject to displacement/layoff. Part-time positions are subject to be assigned to fluctuating hours from year to year; to the extent that no hours are available, the part-time paraeducator shall be terminated.
- D. Bus paraeducators shall be paid for a minimum of two (2) hours per route.

Bus paraeducators shall be able to pick her/his route according to District seniority at the beginning of the school year. Thereafter, the Transportation Department shall conduct a posting and selection process twice per school year for new routes or vacancies which open during the school year.

Section 2. Paraeducators shall normally work student contact days and designated staff development days **and up to five (5) additional duty days at the District's discretion.** Technology paraeducators shall work student contact days, designated staff development days and up to ten (10) additional duty days **at the District's discretion.** Flexing of a paraeducator's work hours on a regular work day scheduled assignment within the relevant pay period shall be at the discretion and approval of the building principal/program supervisor. Paraeducators shall work on nonstudent contact days if mutually agreed upon between the building principal/program supervisor and the paraeducator.

Section 3. All paraeducators shall receive a one-half hour duty free lunch break.

Section 4. To the extent the work schedule and work load permits, full time paraeducators shall be scheduled one (1) fifteen (15) minute break per day at a time approved by the paraeducator's supervisor. It is understood by all parties that scheduling and work assignments may not permit any or a portion of breaks on some days. It is also understood that this issue is not grievable and that lack of a break time on any given day can not be used for reasons to leave work early or to come to work later than a paraeducator's regular scheduled duty day.

Article XIII

RETIREMENT

For Paraeducators hired on or after July 1, 2011, the sick leave severance as set forth in Section 1 of this Article is not available.

Section 1. Retirement: The following retirement program is established for eligible paraeducators.

A. A severance payment shall be available to paraeducators who have at least 10 years of seniority with the District, are immediately eligible for a Minnesota State retirement pension, and notify Employee Services of the intended retirement no later than March 1. For the purpose of this Section, the duty year shall begin July 1 of one calendar year and end on June 30 of the following calendar year.

1. The severance payment base will be determined by multiplying the paraeducator's unused sick leave hours times the paraeducator's current wage rate on the salary schedule including seniority pay but excluding any other stipend as of the date of retirement, not to exceed 103 days pay. As noted in Paragraph B below, the value of accumulated sick leave over 103 sick days shall be allocated to the Health Care Savings Plan for benefit eligible enrolled paraeducators.

2. The severance payment shall be made as a lump sum payment in the calendar year of retirement.

Deductions, such as State and Federal income tax, social security, or PERA shall be made only as required by law.

3. If a paraeducator 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.

B. Health and Dental Insurance: Paraeducators eligible for retirement as established by Section 2 and enrolled in the insurance plan may elect to continue to participate in the District's Health and Dental insurance programs. The value of accumulated sick leave over 103 sick days shall be allocated to the Health Care Savings Plan for benefit eligible enrolled paraeducators.

C. Ineligibility: Paraeducators who are discharged for cause shall not be eligible for the benefits established by this Article. Sick leave severance and retirement health and

dental benefits shall be available only once in a paraeducator's employment within the District.

Section 2. 403b: The School District will contribute up to \$1,500 per year toward a matching 403(b) tax-sheltered annuity for all benefit eligible full-time paraeducators with one-year's seniority as of July 1. **Effective July 1, 2019, the District shall contribute up to \$1,750 per year.** The maximum individual lifetime matching contributions by the District shall be **\$40,000.**

For paraeducators hired prior to July 1, 2011, each dollar contributed by the School District toward the matching 403(b) shall reduce the retirement severance payment, as set forth in Section 1 of this article, based on unused sick leave by the same dollar amount.

Section 3. Date of Retirement: Retirement shall be mandatory only to the extent required by law. Generally, a Paraeducator's retirement shall be effective at the end of the school year; however, retirement during the school year may be approved at the end of a trimester at the District's discretion.

Article XIV

GRIEVANCE PROCEDURE

Section 1. Definitions:

- A. A grievance is any controversy between the Board and the Association or between the Board and a paraeducator or group of paraeducators as to:
 - 1. Interpretation of this Agreement.
 - 2. A charge of violation of this Agreement.
 - 3. An alleged violation involving wages, hours or working conditions.
- B. Paraeducator is an employee or paraeducator organization that is certified as an appropriate unit in the District and not classified as confidential, supervisor, or principal/assistant principal as defined in PELRA of 1971 as amended.
- C. First Level Supervisor shall mean supervisor/principal or the person to whom the paraeducator reports.
- D. Second Level Supervisor shall mean the assistant superintendent/director/supervisor or the person to whom the first level supervisor reports.
- E. Days shall be considered "working" days as defined for the paraeducator except at the end of the school year. The days in this instance shall be week days.

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 to the paraeducator's first level supervisor within fifteen (15) days after the paraeducator knew or should have known of the violation. No settlement in this Step 1 shall be made in violation of the "written contract." If a settlement is not reached within five (5) days after the oral presentation to the first level supervisor the grievance shall be reduced to writing on Form No. G-1 with a clear statement of the issues involved (see Appendix B). This shall be presented to the first level supervisor who shall promptly transmit the grievance to the General Counsel for handling in accordance with Step 2.

Step 2. The General Counsel shall establish a Step 2 meeting with the aggrieved and the appropriate second level supervisor. The Step 2 meeting shall be held within five (5) days after the paraeducator has filed the grievance. The time and place for meetings under Step 2 shall be mutually agreed between the General Counsel and the aggrieved. The paraeducator shall be allowed a maximum of three representatives at the meeting. The General Counsel shall prepare a report of the meeting, together with a written disposition of the matter and forward copies thereof to the paraeducator and to the paraeducator's Exclusive Representative organization within five (5) days after the Step 2 hearing. If settlement is not reached in this Step 2 meeting, the grievant may within five (5) days of the date of the disposition refer the grievance to Step 3.

Step 3. Grievances referred to Step 3 shall be discussed between the paraeducator's Exclusive Representative and the General Counsel. This discussion shall take place within five (5) days after the grievance has been referred to Step 3. If agreement is reached as a result of this meeting, the General Counsel shall issue a disposition of the matter which shall be final and binding. If agreement is not reached, the Association may, within seven (7) 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 (3) days the parties shall petition the Bureau of Mediation Services for assistance under the rules of the PELRA of 1971. 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/her power, shall be binding on both parties within the limitations of PELRA of 1971. 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 paraeducator and her/his 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 proceed from one step of the grievance 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 his decision or hold a meeting within the specific time limits shall permit the aggrieved to proceed to the next step in the grievance procedure. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Article XV

SEVERABILITY

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

Article XVI

DURATION

Section 1. The Agreement shall become effective on July 1, 2018, and shall continue in full force and effect to and including June 30, 2020.

Section 2. Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 3. This Agreement may be modified by written notice to the other party submitted between April 1 and April 30, 2020, otherwise the Agreement shall remain in effect for another twelve (12) month period.

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

Anoka-Hennepin Paraeducator Association

Mina Abdel

Angela M 2

10/22/18

Date

Anoka-Hennepin Independent School
District No. 11

Thomas

Marci Anderson

J. E. Ben

Michelle Hynes

Alisa Peltier

W. J. [unclear]

[unclear]

General Counsel

APPENDIX " A"

RATE OF PAY AND STEP MOVEMENT

The parties understand that the salary schedule is subject to change in future contract negotiations.

Section 1. The hourly rate of pay for Paraeducators for all work performed in all schools shall be according to the following schedule:

Effective July 1, 2018 – June 30, 2020

Step movement both years

BUS

	2018-2019			2019-2020			
Step	Bus			Bus			
	<u>Base</u>	<u>AA/AAS*</u>	<u>BA</u>		<u>Base</u>	<u>AA/AAS*</u>	<u>BA</u>
1	13.00	14.50	15.25		13.50	15.00	15.75
2	13.10	14.60	15.35		13.70	15.20	15.95
3	13.61	15.11	15.86		13.90	15.40	16.15
4	13.98	15.48	16.23		14.12	15.66	16.41
5	14.34	15.84	16.59		14.41	15.91	16.66
6	14.89	16.39	17.14		14.96	16.46	17.21
7	15.43	16.93	17.68		15.51	17.01	17.76
8	15.90	17.40	18.15		15.98	17.48	18.23
9	16.37	17.87	18.62		16.67	18.17	18.92
10	16.97	18.47	19.22		17.52	19.02	19.77

Secondary, Elementary, Supplemental Programs, ESL

	2018-2019			2019-2020			
Step	Secondary, Elementary, Supplemental Programs, ESL						
	<u>Base</u>	<u>AA/AAS*</u>	<u>BA</u>		<u>Base</u>	<u>AA/AAS*</u>	<u>BA</u>
1	13.50	15.00	15.75		14.00	15.50	16.25
2	13.70	15.20	15.95		14.25	15.75	16.50
3	14.39	15.89	16.64		14.46	15.96	16.71
4	15.09	16.59	17.34		15.17	16.67	17.42
5	15.79	17.29	18.04		15.87	17.37	18.12
6	16.75	18.25	19.00		16.83	18.33	19.08
7	17.70	19.20	19.95		17.79	19.29	20.04
8	18.59	20.09	20.84		18.68	20.18	20.93
9	19.54	21.04	21.79		19.74	21.24	21.99
10	20.14	21.64	22.39		20.69	22.19	22.94

Technology, Special Ed, & COTA

	2018-2019			2019-2020			
Step	Technology, Special Ed & COTA						
	<u>Base</u>	<u>AA/AAS*</u>	<u>BA</u>		<u>Base</u>	<u>AA/AAS*</u>	<u>BA</u>
1	14.40	15.90	16.65		14.75	16.25	17.00
2	14.55	16.05	16.80		14.98	16.48	17.23
3	15.12	16.62	17.37		15.21	16.71	17.46
4	15.74	17.24	17.99		15.82	17.33	18.08
5	16.36	17.86	18.61		16.44	17.94	18.69
6	17.24	18.74	19.49		17.33	18.83	19.58
7	18.12	19.62	20.37		18.21	19.71	20.46
8	19.38	20.88	21.63		19.48	20.98	21.73
9	20.62	22.12	22.87		20.82	22.32	23.07
10	21.22	22.72	23.47		21.82	23.32	24.07

Health, LPN, SpEd-LPN, RN

	2018-2019			2019-2020		
Step	Health, LPN, SpEd-LPN					
	<u>Base</u>	<u>AA/AAS*</u>	<u>LPN-RN-BA</u>	<u>Base</u>	<u>AA/AAS*</u>	<u>LPN-RN-BA</u>
5	18.12	19.62	21.37	18.75	20.25	22.00
6	18.75	20.25	22.00	19.10	20.62	22.37
7	19.38	20.88	22.63	19.48	20.98	22.73
8	20.00	21.50	23.25	20.10	21.60	23.35
9	20.62	22.12	23.87	20.82	22.32	24.07
10	21.22	22.72	24.47	21.82	23.32	25.07

- A. Paraeducators whose seniority date is listed will receive the additional hourly amount.

<u>2018-19 Seniority Date</u>		<u>2019-20 Seniority Date</u>	
\$1.00	20 yr 1/1/97 to 12/31/99	\$1.00	20 yr 1/1/98 to 12/31/2000
\$1.25	23 yr 1/1/93 to 12/31/96	\$1.25	23 yr 1/1/94 to 12/31/97
\$1.50	27 yr 1/1/90 to 12/31/92	\$1.50	27 yr 1/1/91 to 12/31/93
\$1.75	30 yr prior to 12/31/89	\$1.75	30 yr prior to 12/31/90

- B. As set forth on the salary schedule, paraeducators who obtain or have an Associates of Arts degree or Technology Paraeducators who have obtained an Associate of Applied Sciences (in network electronics) degree or Paraeducators who have obtained an Associate of Applied Science degree that is, at the District's discretion (and with an opportunity for input from the Association), educationally relevant, will receive an additional \$1.50 per hour over their base schedule rate; Paraeducators who obtain or have a bachelor's degree will receive an additional \$2.00 per hour over their base schedule rate; effective July 1, 2015, they shall receive an additional \$2.25 per hour. Special Education-LPN, or Health Paraeducators who have or obtain an LPN or RN license will receive an additional **\$2.25** per hour over their base schedule rate; effective July 1, **2018**, they shall receive an additional **\$3.25** per hour. Special Education-LPN or Health Paraeducators may not stack an LPN or RN license on top of Associates or Bachelor's degree, Paraeducators may not stack an AAS degree on top of an Associates or Bachelor's degree. Paraeducators who earned additional compensation for academic quarter credits prior to June 30, 2000, will continue to receive the additional compensation or compensation for an associate or bachelor's degree or LPN/RN license (Health Paraeducators) or Associates of Applied Science degree (COTA Paraeducators) whichever is greater. Effective July 1, 2017 paraeducators regularly assigned to a center based site for half their assignment or more, as determined by the District, shall receive an additional \$0.50 per hour.

- C. Special Education-LPN or Health Paraeducators who show evidence of relicensure with the Board of Nursing shall be reimbursed for the cost of the license.

- D. If a licensed staff member is absent from the classroom and a paraeducator is responsible for the entire class period, she/he shall be paid at one and one-half times their current hourly rate on the salary schedule including longevity and academic credits for that class period.

If a licensed staff member normally assigned to an area (i.e., Media, A-V, Secondary Health, etc.) is absent from his/her assigned area for two hours or more, and the paraeducator is solely responsible for the students in the area, the paraeducator shall be paid at one and one-half times their current hourly rate on the salary schedule including longevity and academic credits for the entire student contact time.

As determined by the District, this section does not apply for paraeducator assignments with students that do not normally require a licensed teacher.

Final approval for this compensation shall be with the Labor Relations and Benefits Department.

Section 2. Initial Placement on Pay Schedule: Salary schedule placement will be at the discretion of the District based on an individual's training and experience. New hires will not be placed above the initial step without notice to the Association.

Section 3. Step Movement: Effective July 1, **2018**, all paraeducators hired prior to **April 1, 2018** shall be eligible for step movement on July 1, **2018**. Those hired between **April 1, 2018** and June 30, **2018** shall remain on the same step.

Effective July 1, 2019, all paraeducators hired prior to April 1, 2019 shall be eligible for step movement on July 1, 2019. Those hired between April 1, 2019 and June 30, 2019 shall remain on the same step.

Section 4. Extended School Employment:

- A. Summer School employment shall be voluntary.
- B. Paraeducators accepting employment in their same category shall be paid at their school year ending hourly rate on the salary schedule including seniority and academic credits; paraeducators accepting employment in a different category shall be paid that category's school year ending hourly rate on the salary schedule at the relevant step including seniority and academic credits.

APPENDIX "B"

ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT No. 11

WRITTEN GRIEVANCE

Grievance No. _____

Aggrieved _____

Classification _____

Grievance: State in clear terms the violation, people involved and other relevant information.

Relief sought:

Date Signature

(To be filled out by First Level Supervisor with copies to the Aggrieved and the District Legal Counsel.)

Disposition of Step I:

Date Signature

MEMORANDUM OF AGREEMENT C

The following provisions shall apply for teachers/paraeducators or any other employees who have retired from employment with the District and now seek re-employment into a regular vacant paraeducator position.

1. Retired teachers/paraeducators or any other employees hired shall not be eligible or entitled to receive any benefits set forth in Article VII, IX, X, XII and XIII of the collective bargaining agreement.
2. Retired teachers/paraeducators or any other employees shall be eligible to receive two noncumulative days at assigned hours per day of sick leave pay.
3. Retired teachers/paraeducators or any other employees will be paid for student contact days within the regular assignment and any conference or staff development days for which they are required to attend.
4. At the end of each school year this/these position(s) shall be re-posted.