

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

MASTER AGREEMENT

between

ANOKA-HENNEPIN

INDEPENDENT SCHOOL DISTRICT NO. 11

and

Anoka-Hennepin School Readiness-Kindergarten Readiness Teachers
Education Minnesota

July 1, 2019 through June 30, 2022

ARTICLE I - PURPOSE

Section 1.1 Parties: This contract is entered into between the School Board of Anoka-Hennepin School District 11, Anoka and Hennepin Counties, Minnesota, ("School Board" or "District" or "Board" or "Employer"), and the Anoka-Hennepin School Readiness-Kindergarten Readiness Teachers–Education Minnesota, American Federation of Teachers, National Education Association, Education Minnesota, AFL-CIO, ("SR-KR Teachers" or "Union" or "Exclusive Representative"), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, ("PELRA") to provide the terms and conditions of employment for Anoka-Hennepin SR-KR Teachers, for the duration of this Agreement.

ARTICLE II – RECOGNITION

Section 2.1 Recognition: The School Board recognizes the Union as the exclusive representative for the employees falling within the appropriate unit of:

All School Readiness Teachers and Kindergarten Readiness Teachers employed by Independent School District No. 11, Anoka-Hennepin, Minnesota, who are public employees within the meaning of Minn. Stat. 197A.03, Subd. 14, excluding supervisory and confidential employees.

ARTICLE III - EMPLOYEES' RIGHTS

Section 3.1 Right to Join Organizations: Employees shall have the right to form and join labor or employee organizations, and shall have the right to not form or join such organizations.

Section 3.2 Payroll Deductions: Employees may have their membership dues deducted for the Exclusive Representative on a payroll deduction plan.

Section 3.3 Personnel Files: All evaluations and files generated within the Employer relating to each employee are available during regular school business hours upon written request. The employee has the right to reproduce any contents of the file and to submit for inclusion employee response to any material contained within.

Section 3.4 Employee Discipline:

Subd. 3.41 An employee will not be disciplined, reprimanded, or reduced in rank or compensation without just cause.

Subd. 3.42 Normal discipline will be prescribed in the following manner:

- A. verbal warning;
- B. written warning;
- C. temporary suspension with or without pay; or
- D. termination.

If a supervisor meets with an employee to discuss possible written reprimand, suspension or discharge, the employee is entitled to have a union representative present, at the

employee's request. Whenever possible, the meeting will occur within two (2) working days after the District's request for such meeting.

ARTICLE IV - UNION RIGHTS

Section 4.1 Use of Buildings: The Union has the right to use school buildings before or after school hours for meetings, scheduling such use with the supervisor, providing that such usage does not interfere with or interrupt school operations. Any expenses incident to any meeting are the responsibility of the Union in accordance with Board policy.

Section 4.2 Transaction of Business: Duly authorized representatives of the Union are permitted to transact official Union business on school premises contingent upon notification of the supervisor provided that such use does not interrupt the school operations. The Union may use the District mail service, employee mailboxes, and District email for communications to employees regarding union business.

Section 4.3 Access to Information: Upon request, the Employer or the Employer's designee agrees to provide the Union with information available to it concerning staffing and financial resources of the District to the extent permitted by law, including the names and addresses and positions on the pay rate schedule of all employees in the bargaining unit and such other information requested by the Union in contract matters or in the processing of a grievance.

Section 4.4 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 contract mediation, grievance investigation, and grievance processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The representative of the Exclusive Representative must notify his/her immediate supervisor at least two days prior to the use of such time off except in emergency situations. The Union will reimburse the District any costs associated with such leave (e.g. cost of substitute for absence days).

Section 4.5 Dues Check Off: The Union shall have the right to request and be allowed dues check-off pursuant to PELRA.

ARTICLE V - SCHOOL BOARD AND EMPLOYER RIGHTS

Section 5.1 It is recognized that except as expressly stated herein, the Employer retains whatever rights and authority granted by state law in order to operate and direct the district affairs in all aspects, including but not limited to: the educational policies of the schools; the right to direct and assign employees, to schedule work days and hours; to determine whether goods and services should be made or purchased; and to make and enforce reasonable policies affecting terms and conditions of employment that are uniformly applied and enforced in accordance with the policy provisions. Any term or condition of employment not specifically established by this Agreement remains solely within the discretion of the Employer to modify, establish or eliminate.

Section 5.2: 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 employees.

ARTICLE VI - EMPLOYMENT CONDITIONS

Section 6.1 Definitions:

Subd. 6.11 Duty Days: Duty days are those days on which employees are assigned to perform services, which may include weekends as assigned by the district.

Subd. 6.12 Extended Duty Days: Extended duty days are those days beyond the basic assigned year on which employees have been assigned by the Employer to perform services.

Section 6.2 Duty Year/Duty Day/Assignment: The duty year, days, hours, and assignments for SR-KR teachers are established and assigned by the District for the relevant contract year. The specific duties and scheduled assignments will be determined by the Community Education Manager/Supervisor for the times of day and days of the week that meet the needs of the particular program. Employees will be allocated time for preparation and set-up, staff and curriculum development, staff meeting and parent/student contact time, conferences and follow-up time as appropriate and determined by the manager/supervisor consistent with its staff policies and procedures.

Section 6.3 Probationary Period: The length and term of employment for the employee is based on the number of duty days for the position assignment during the applicable fiscal year beginning July 1st and ending June 30th. New employees will be subject to a position performance review period of one (1) year for determination of continuation through the remaining position assignment. Following the probationary period, an employee may only be disciplined or discharged for just cause. These employees are not subject to continuing contract laws as set forth in Minn. Stat. § 122A.40.

Section 6.4 Seniority: SR-KR Teachers in assigned positions of **1,044** hours or more shall be placed on separate seniority lists: (1) a list for those teachers in positions of **1,340** hours or more; and (2) a list for those teachers in positions of less than **1,340** hours and more than **1,044** hours. Seniority is defined as the SR-KR Teacher's original continuous employment as a SR-KR Teacher.

Section 6.5 Fluctuation within Assignments (Days and/or Hours): The District will make every effort to notify SR-KR Teachers of their assignment by June 1st of the year preceding the next fiscal year and/or to notify any SR-KR Teacher at least thirty calendar days in advance if the assignment is changing significantly.

Section 6.6 Reduction in Positions (Days and/or Hours): SR-KR Teachers are assigned to (1) a position of **1,340** hours or more; (2) a position of **1,044** or more hours and less than **1,340** hours, or (3) a position of less than **1,044** hours. As noted in Section 6.5, an individual SR-KR Teacher's hours within a category may fluctuate from year to year.

When it is necessary to eliminate positions (days and/or hours) equal to or greater than **1,340** hours, the reduction of positions shall be in order of seniority; the SR-KR Teacher(s) shall be offered a position equal to or greater than **1,044** hours and less than **1,340** hours. When it is

necessary to eliminate positions (days and/or hours) equal to or greater than 1,044 hours and less than **1,340** hours, the reduction of positions shall be in order of seniority.

If a SR-KR Teacher has been reduced from a **1,340** or more-hour position or a position of more than **1,044** hours and less than **1,340** hour position, then in the event positions are subsequently added back into those categories, the positions will be offered by reverse seniority.

The District will make every effort to notify SR-KR Teachers of their continuing employment by June 1st of the year preceding the next fiscal year and/or to notify any SR-KR Teacher at least thirty (30) calendar days in advance if the SR-KR Teacher is proposed to be placed on layoff or reduced in hours.

SR-KR Teachers who have been laid off or reduced in hours shall continue right of recall for up to two (2) years. Upon notification, recalled SR-KR Teachers have up to fifteen (15) calendar days from the date of receipt of notification to notify the Employee Services Department in writing to accept the offer of re-employment or additional hours. SR-KR Teachers who either accept or reject a notice of recall to the same category or to a reduced hour category position will nevertheless retain the right of recall to the SR-KR teacher's original category for the two (2) years. A SR-KR Teacher who refuses two recall offers to the same category shall be considered to have removed his/her name from the seniority list.

Section 6.7 Employment Opportunities: When vacancies in the District occur, the vacancy is posted electronically pursuant to Department of Employee Services' procedures. All employees are given an opportunity to apply for such vacancies within the time period stated in the posting. When specific positions are posted, internal candidates will be given consideration. It is also understood that the District may offer additional hours to individual employees on a limited short-term basis. Vacancies shall be filled by the applicant with the strongest qualifications, job performance, greatest experience, and appropriate training. If these factors are basically equal, seniority will be the deciding factor.

Section 6.8 Emergency Closings: In the event that the District is closed due to an emergency or inclement weather, employees are not required to work on that day except if needed for the safety of the students or property. There shall be no loss of pay for employees (excludes employees on Board approved leaves). If an employee is absent using paid leave when an emergency closing occurs, the leave shall not be deducted. The District may require the employee to work with pay on another day if the work day is rescheduled.

Section 6.9 Extended Employment:

Subd. 6.91 Compensation: The individual compensation shall be on a prorated basis according to the hourly rate of pay for the normal contract year as shown in Appendix A.

Subd. 6.92 Selection: Extended employment shall be offered to current employees before any outside persons are hired. Extended employment shall be filled by the applicant with the strongest qualifications, job performance, greatest experience, and appropriate training. If these are basically equal, seniority will be the deciding factor.

Section 6.10 Staff Development: Employees designated by the District to attend staff development on non-duty days are compensated at their hourly rate in addition to approved expenses incurred.

Employees who request and receive District approval to attend staff development sponsored by either the District or outside agencies outside duty time will be reimbursed by the District for approved expenses incurred (e.g. registration, travel, meals, lodging).

ARTICLE VII - COMPENSATION

Section 7.1 Salary Schedule: The basic salary schedule is set forth in Appendix A. Employees are placed on Appendix A at the appropriate step as determined by the Employer based upon their qualifications and experience.

Subd. 7.11 Step Movement: In the event a successor agreement is not entered into prior to June 30, 2019, an employee shall remain at the same step as compensated during the prior contract year until a successor agreement is reached, which successor agreement governs step advancement.

Section 7.2 Pay Procedures: Paychecks are electronically deposited on pay dates as determined by the District's Payroll Department. Payroll deductions for the tax deferred plans, or other reasons are subject to District policy. In the event of overpayments to an employee, paychecks will also be subject to deduction.

ARTICLE VIII - BENEFITS

Section 8.1 This section applies to employees who (1) work in assigned positions of 6 hours per day for at least number of the minimum student contact days per year as defined by district calendar and (2) are enrolled in a District-sponsored health and hospitalization plan.

Beginning with the 2020-21 school year, benefit eligible employees will be defined as those employees who work in assigned positions of at least 1,044 hours. Employees who work in assigned positions of at least 1,340 hours shall be considered full time employees and will receive full benefits. Employees who work in assigned positions of 1,044 hours or more per year but less than 1,340 hours per year shall be eligible for a prorated District contribution for Health Insurance, Dental Insurance, and Term Life-Accidental Death and Dismemberment Insurance provided the employee elects to pay the remaining premium and will also be eligible for Long Term Disability Insurance. Employees must be enrolled in district sponsored benefit plans.

Subd. 8.11 Single Coverage: Effective September 1, 2019, the School Board will contribute up to **654.00** per month toward the premium for individual coverage for **benefit** eligible employees, who qualify for and are enrolled in the school district group health and hospitalization plan. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Subd. 8.12 Family Coverage: Effective September 1, 2019, the School Board will contribute up to **1150.00** per month toward the premium for family coverage for **benefit** eligible employees. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Subd. 8.13 Dual Spouses: Effective September 1, 2019, if both married spouses work for the District and both are benefit eligible and enrolled, the **School Board** will contribute up to **1850.00** per month of the premium for family coverage. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Section 8.2 Dental: Effective September 1, 2019, the District will contribute **up to 80.00/month** towards dental insurance.

Section 8.3 Life and Long-Term Disability Insurance: The District will pay the full cost for income protection, for all eligible employees. The maximum monthly benefit for a qualified employee is equal to two-thirds of current annual base salary not including extra services compensation.

Section 8.4 Term Life Insurance: A \$50,000 term life insurance policy will be paid by the District for all eligible employees.

Section 8.5 Workers Compensation: The Employer will provide worker's compensation insurance as required by law with the following guidelines:

Subd. 8.51 Use of Accrued Sick Leave: For the employee 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 to the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave (unless the employee requests that the sick leave not be utilized). The Employer will make a payroll deduction for monies received by the employee from the Workers Compensation insurance coverage.

Section 8.6 Employees on Leaves of Absence: Employees on approved leaves of absences will be allowed to continue participation in any group insurance plan available (except Long-Term Disability Insurance and Workers Compensation Insurance) provided they pay the premiums themselves. Employees participating in any of the insurance plans available will prepay the Employer on a quarterly basis. Employees who cancel their participation will not be eligible to reenroll for the insurance until they return to work. Employees choosing to take benefits under the Federal Family and Medical Leave Act ("FMLA") should contact the Labor Relations and Benefits Department for clarification.

Section 8.7 Flex Spending Accounts: Eligible employees may elect to participate in the Employer's spending account program by enrolling during the open enrollment period.

ARTICLE IX - LEAVES

Section 9.1 Maternity and/or Parental Leave of Absence: Parental leave of absence will be granted in accordance with the following regulations:

- a. Within 90 days of learning of pregnancy, the employee must provide a doctor's statement to the Employee Services Department confirming pregnancy and anticipated delivery date.
- b. A "Request for Maternity Leave of Absence" must be submitted to the Employee Services Department at least 90 days before the anticipated delivery date.

- c. A maternity leave coincides with the maternal period of disability, which normally does not exceed 6 weeks. An employee may choose to use earned and available sick leave for the regular duty days she is disabled up to and including 30 duty days, upon submitting a doctor's statement and a written request to Employee Services. This disability period begins no later than the first day of birth.
- d. A parental leave is defined as the period of time an employee intends for the convenience and comfort of the child and is granted at the District's discretion. Parental leave normally is no longer than a maximum of one year. The return date is aligned with the beginning of school/fiscal/program calendar needs.
- e. An employee on maternity/parental leave has the district contribution of health insurance continued by the district during the time period as provided for by FMLA and its guidelines. If the employee desires to continue coverage during an unpaid parental, non-FMLA leave, the employee may do so by paying the full premium cost.
- f. An employee returning from maternity and/or parental leave within six months will return to the same position. In the event the position no longer exists, the employee will be placed in a position in accordance with the provision of the FMLA.
- g. Sick leave accrued during the paid maternity leave will be granted upon return from leave; sick leave benefits do not accrue during an unpaid leave unless required by the FMLA.

Section 9.2 Adoption/Paternity Leaves: A father, following the birth of his child, or a mother and/or father following the adoption of a child may use up to fifteen days sick leave. The leave must commence within the first twelve months of the birth or adoption.

Section 9.3 Adoption of Parental Leave of Absence: An employee may be granted adoption/paternity leave of absence without pay, not to exceed twelve months.

Section 9.4 Jury Duty: An employee called for jury duty will suffer no loss of salary. Full salary is paid by the District; but compensation received by the employee for jury duty, exclusive of expenses, is returned to the District.

Section 9.5 Leaves for Court Hearings: Court leave with pay is granted to employees for the time necessary to make appearance(s) in any court proceeding resulting from District work activities. This leave does not apply to court cases initiated by the employee or the Union against the District.

Section 9.6 Military Leaves: An employee will be granted military leave as required or allowed by federal and state laws.

Section 9.7 Short Term Unpaid Leave: The supervisor may grant leaves of absence of up to five days without pay to be taken either consecutively or singly. Additional days may be granted by the supervisor under unusual circumstances.

Section 9.8 Extended Leaves of Absence: Extended leaves of absence may be granted in accordance with School Board policies for educational leaves or for any reason. Requests for these leaves should be submitted in writing to the Employee Services Department for consideration.

Section 9.9 Sick Leave: Employees in assigned positions of 500 hours or more will accrue sick leave at the rate of 112 hours earned per one-year full time (2080 hours) worked pro rata per year.

Section 9.10 Personal Leave: Employees in positions of 500 hours or more and less than **1,044** hours may use one pro-rata day of personal leave during each duty year at the employee's discretion without salary deduction.

Employees in positions of **1,044** hours or more and less than **1,340** hours may use two pro-rata days of personal leave during each duty year at the employee's discretion without salary deduction.

Employees in positions of **1,340** hours or more may use three pro-rata days of personal leave during each duty year at the employer's discretion without salary deduction.

A request for personal leave must be submitted in writing in advance. The days used will be deducted from the employee's accrued sick leave. Although the district has discretion to approve additional requests, the Community Education Manager/Supervisor may limit personal leave to no more than one personal leave day per program per day on a first-come first serve basis; an employee may not use personal leave days during the first three weeks of the program term.

Section 9.11 Family Medical Leave: An employee may apply for Family Medical Leave in accordance with state and federal law and School District policy.

ARTICLE X - RETIREMENT

Section 10.1 Retirement, Hired Pre-July 1, 2004: This section applies to employees who meet the following criteria and were hired before July 1, 2004. For the purpose of this section, the school year begins on July 1 of one year and concludes on June 30 of the following year.

Subd. 10.11 Qualifications: To qualify for benefits within this section, an employee must (1) have been hired by the District prior to July 1, 2004; (2) have at least ten years of Anoka-Hennepin School District experience in a sick leave benefit eligible position, (3) notify the District of the intended retirement by February 1 of the year of retirement and (4) be immediately eligible for and will receive a state retirement annuity benefit upon retirement.

Subd. 10.12 Calculation of Severance Retirement Payment: The retirement severance payment base ("base") is calculated by taking the employee's unused sick leave hours amount, up to 100 days prorata, multiplied by the employee's current hourly rate. Any employee-received, District contribution to the employee's 403(b) account is subtracted from the calculated base, resulting in the amount of the employee's retirement severance payment.

Subd. 10.13 Lump Sum Payment: The retirement severance payment shall be made as a lump sum payment upon the employee's retirement. Deductions, such as State and Federal income tax, social security, and PERA/TRA are made as required by law. If eligible, the sick leave severance payment will be deposited into the Anoka-Hennepin Special Pay Plan subject to the plan provisions. If the employee retiree dies before the retirement severance payment has been made, the balance will be paid to a named beneficiary or, lacking same, to the estate of the deceased.

Subd. 10.14 Employee Termination: No part of this section applies to an employee who is discharged for cause by the District.

Subd. 10.15 Continuation of Insurance Benefits: Benefit-eligible employees currently enrolled in the District's health and/or dental insurance may continue to be enrolled in those plans following retirement with the retiree paying the entire premium of each selected insurance.

Subd. 10.16 Health Care Savings Plan Contribution, Sick Leave Days in Excess of 100 Days: Benefit-eligible employees currently enrolled in the District's health and/or dental insurance who have accrued more than 100 days of sick leave are eligible, upon retirement, for a contribution to the Anoka-Hennepin Health Care Savings Plan. This contribution is calculated by taking the employee's unused sick leave hours amount in excess of 100 days multiplied by the employee's current hourly rate. Any contribution under this subdivision is deposited after retirement into the retiree's Health Care Savings Plan in accordance with the Plan's provisions.

Subd. 10.17 Availability: Any retirement severance payment or health care savings plan contribution is available only once for an employee.

Section 10.2 Retirement – Hired on or after July 1, 2004: This section applies to employees who meet the following criteria and were hired on or after July 1, 2004. For the purpose of this section, the school year begins on July 1 of one year and concludes on June 30 of the following year.

Subd. 10.21 Qualifications: To qualify for benefits within this section, an employee must (1) have been hired by the District on or after July 1, 2004; (2) have at least ten years of Anoka-Hennepin School District experience in a sick leave benefit eligible position, (3) notify the District of the intended retirement by February 1 of the year of retirement (4) be immediately eligible for and will receive a state retirement annuity benefit upon retirement; and (5) be insurance benefit eligible.

Subd. 10.22 Employee Termination: No part of this section applies to an employee who is discharged for cause by the District.

Subd. 10.23 Continuation of Insurance Benefits: Benefit-eligible employees currently enrolled in the District's health and/or dental insurance may continue to be enrolled in those plans following retirement with the retiree paying the entire premium of each selected insurance.

Subd. 10.24 Health Care Savings Plan Contribution, Sick Leave Days in Excess of 100 Days: Benefit-eligible employees currently enrolled in the District's health and/or dental insurance who have accrued more than 100 days of sick leave are eligible, upon retirement, for a contribution to the Anoka-Hennepin Health Care Savings Plan. This contribution is calculated by taking the employee's unused sick leave hours amount in excess of 100 days multiplied by the employee's current hourly rate. Any contribution under this subdivision is deposited after retirement into the retiree's Health Care Savings Plan in accordance with the Plan's provisions.

Subd. 10.25 Availability: Any health care savings plan contribution is available only once for an employee.

ARTICLE XI - RETIREMENT - 403(b)

Section 11.1 403(b): All full-time and part-time employees who are eligible for insurances as set forth in Article VIII will be eligible for the following benefit:

Effective July 1, 2016, the District has established a matching contribution for each relevant fiscal year of up to \$1,500.00 per fiscal year in a 403(b) program for all employees employed for one year or more as of July 1st of the given year.

The maximum individual lifetime District matching contribution is \$40,000.

ARTICLE XII - GRIEVANCES

Section 12.1. Definitions:

Subd. 12.11 A grievance is any controversy between the Employer and the Union or between the Employer and an employee or group of employees as to 1) interpretation of this Agreement, 2) a charge of violation of this Agreement, or 3) an alleged violation involving wages, hours or working conditions resulting in unnecessary hardship.

Subd. 12.12 Employee is an employee or employee organization that is certified as an appropriate unit in the School District and not classified as confidential, supervisory, or Principal/Assistant Principal as defined in PELRA as amended.

Subd. 12.13 First Level Supervisor shall mean Supervisor or the person to whom the employee reports.

Subd. 12.14 Second Level Supervisor shall mean the direct supervisor to whom the first level supervisor reports.

Subd. 12.15 Days shall be considered "working" days as defined for the employee except at the end of the school year. The days in this instance shall be week days.

Section 12.2. Procedure: Grievances as defined in subdivision 12.11 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 employee's first level supervisor within ten (10) days after 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 two (2) days after oral presentation to the first level supervisor the grievance shall be reduced to writing with a clear statement of the issues involved. This shall be presented to the first level supervisor 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 appropriate second level supervisor. The Step 2 meeting shall be held within five (5) 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 General Counsel. The employee shall be allowed a reasonable number of 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 employee and to Union within five (5) days after the Step 2 hearing.

If settlement is not reached in Step 2 within three (3) days of the date of the disposition, the grievance is referred to Step 3.

Step 3. Grievances referred to Step 3 shall be discussed between Union 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 grievant shall, within ten (10) 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, unless otherwise agreed, the parties shall request within ten (10) days a list of seven (7) arbitrators from the Bureau of Mediation Services. After the parties have received the list, they shall alternately strike names until there is one arbitrator remaining who shall preside over the hearing.

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 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 with the limitations of PELRA as amended. The expense and fees of the arbitrator shall be borne jointly by the Board and Union.

Section 12.3. Rules: Any loss of time by the employee and his/her representatives to attend Step 4 in the grievance procedure shall not be compensated unless Union Leave Days are used. These days must be taken in minimums of half days.

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 procedure to the next step within the time limits set forth shall be deemed to be acceptance of 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.

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.

ARTICLE XIII - DURATION

Section 13.1. Terms and Reopening Negotiations: This Agreement remains in full force and effect for a period commencing on July 1, 2019 through June 30, 2022 and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2022, it will give written notice of such intent no later than May 1, 2022. Unless otherwise mutually agreed, the parties will not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 13.2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Union. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior Agreements, practices, laws, School District policies, or rules or regulations concerning terms and conditions of employment inconsistent with the provisions.

Section 13.3. Finality: It is further agreed that any matters relating to the current Agreement term, whether or not referred to in this Agreement, are not be open for negotiation during the term of this Agreement.


Section 13.4. Severability: The provisions of this Agreement are severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it does not affect any other provisions of this Agreement or the application of any provisions thereof under different circumstances.

Appendix A

Step	2019-20		Step	2020-21		Step	2021-22
1							
2	26.50						
3	26.75		3	26.75			
4	27.05		4	27.05		4	27.05
5	27.60		5	27.60		5	27.60
6	28.15		6	28.15		6	28.15
7	28.80		7	28.80		7	28.80
8	29.55		8	29.55		8	29.55
9	30.35		9	30.35		9	30.35
10	31.15		10	31.15		10	31.15
11	32.00		11	32.00		11	32.00
12	32.90		12	32.90		12	32.90
13	33.80		13	33.80		13	33.80
14	35.29		14	35.29		14	34.90
						15	36.00
	Step movement			No step movement			Step movement

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

Anoka-Hennepin
School Readiness/Kindergarten Readiness




Negotiator



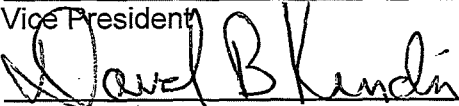
Negotiator



Negotiator

Negotiator


President


Vice President


EM Field Representative

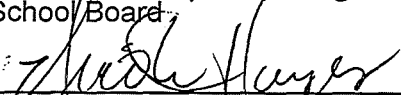
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Date

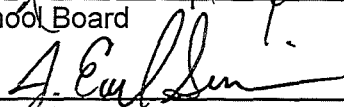
Anoka-Hennepin
Independent School District No. 11



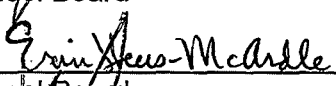
School Board




School Board



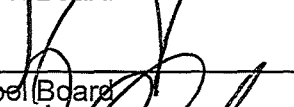
School Board




School Board



School Board



School Board



General Counsel