

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

SPECIAL EDUCATION PROGRAM SUPERVISORS ASSOCIATION

July 1, **2019** through June 30, **2021**

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ARTICLE 1

PURPOSE

This Agreement entered into by and between the School Board of Anoka-Hennepin Independent District No.11, hereafter called the District, and the Special Education Program Supervisors Association, hereafter called the Association, has as its objective the establishment of the following terms and conditions of employment for certain management personnel.

ARTICLE 2

DEFINITIONS

- 2.1 Superintendent shall mean the Superintendent of Schools of Independent School District No. 11 or a designated representative.
- 2.2 School Board shall mean the School Board of Independent School District No. 11 or its designated representative.
- 2.3 Association shall mean the District No. 11 Special Education Program Supervisors.
- 2.4 Parties shall mean the District and Association.
- 2.5 Employees shall mean individuals employed in Special Education Program Supervisor positions.
- 2.6 Other Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE 3

RECOGNITION

- 3.1 Appropriate Unit. In accordance with the P.E.L.R.A., the District recognizes the Association as the exclusive representative of the bargaining unit certified by the Bureau of Mediation Services (Case No. 97-PCE-1071):

All Special Education Consultants, Program Supervisors, and Assistant Program Supervisors employed by Independent School District No. 11, Anoka-Hennepin, Coon Rapids, Minnesota, who are public employees within the meaning of MN. Stat. 179A.03, subd.14, excluding confidential employees.

- 3.2 Bargaining Unit Dispute. In the event of a dispute between the District and the Association as to the inclusion or exclusion within the bargaining unit of a newly created or modified job classification either party may petition the Bureau of Mediation Services

in accordance with P.E.L.R.A.

ARTICLE 4

ASSOCIATION RIGHTS

- 4.1 Use of Facilities: The Association shall have the right to use District buildings before or after hours for meetings, scheduling such use with the Superintendent, provided that this shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the association in accordance with District policy.
- 4.2 Association Representatives: Duly authorized representatives of the Association shall be permitted to discuss matters pertaining to Association business with District personnel at reasonable times, at the discretion of the Superintendent, provided that this shall not interfere with or interrupt normal operations.
- 4.3 Deduction of Dues: **Employees 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 Employees, shall be obligated to check off said fee from the earnings of the Employee 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.**
- 4.4 Personnel Files: Employees shall have the right to review their individual personnel file in accordance with applicable Minnesota statutes.
- 4.5 Meet and Confer: The Association has the right on an annual basis to request one meet and confer meeting with the Superintendent.

ARTICLE 5

DISTRICT RIGHTS

- 5.1 Inherent Managerial Rights: The Association recognizes that 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 District, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, or number of personnel.
- 5.2 Reservation of Managerial Rights: The foregoing enumeration of District rights shall not be deemed to exclude other inherent management rights. Any and all management rights and functions not expressly delegated by this Agreement are reserved to the District.

ARTICLE 6

DUTY YEAR

- 6.1 The normal duty year for Employees shall be 260 days.
- 6.2 Specific Duty Year: The specific duty days during the calendar period July 1 through June 30 shall be established by individual Employees and Director of Special Education, subject to the approval of the Superintendent. The Superintendent reserves the right to designate specific calendar days during the period July 1 through June 30 as mandatory duty days.
- 6.3 Holiday Observance: Eleven (11) days during the period July 1 through June 30 shall be designated as holidays. A holiday shall be defined as a paid day on which an Employee shall not be scheduled to perform job duties and responsibilities. The calendar days on which the eleven (11) holidays are observed shall be established by the School Board.
- 6.4 Vacations: Employees shall earn twenty-five (25) days of annual paid vacation for a 260-day duty year contract accrued on a per pay day basis. Employees employed for less than a normal duty year shall be pro-rated.
- 6.41 Vacation Flexibility: Vacation days not used during the contract year shall be accumulated to an unlimited amount. Normally, the maximum vacation taken during any contract year shall not exceed thirty-five (35) days; however, additional earned vacation time (annual vacation plus accumulated unused vacation) may be allowed with the approval of the Superintendent.
- 6.42 Effective upon ratification of this Agreement, employees who retire will receive pay at their daily rate for unused vacation to a maximum of seventy-five (75) days payable to the Anoka-Hennepin Special Pay Plan. Employees who resign will receive pay at their daily rate for unused vacation to a maximum of fifty (50) days.

ARTICLE 7

DUTY DAY

- 7.1 Normal Duty Day:
- 7.11 Program Supervisors shall normally be on duty during the period established as the teachers' basic duty day at their building/s of responsibility.
- 7.12 Employees, because of their managerial/supervisor duties and responsibilities, agree to commit whatever time is necessary to accomplish such duties and responsibilities.

ARTICLE 8

COMPENSATION

- 8.1 Salary Schedule: The annual salary of Employees employed by an individual continuing contract for the **2019-20 and 2020-21** duty years is established by Appendix A, and shall be considered part of this agreement.
- 8.2 Relationship of Continuing Contract: The Salary Schedule contained in Schedule A shall not be considered part of the Employee's individual continuing contract.
- 8.3 Granting of Annual Experience Increment: Employees completing a normal duty year, as defined by Article 6, Section 6.1, shall be advanced one step on the salary schedule.
- 8.4 Annual Salary: Employees employed by an individual continuing contract will be paid an annual salary in accordance with their position and step placements on the Salary Schedule. Employees employed for a duty year less than that established by Article 6 shall be paid a pro-rated annual salary.
- 8.5 Daily Rate: For the purposes of calculating the daily rate, an Employee's annual salary, based on the individual's placement within Appendix A, divided by the duty year established by Article 6 shall equal the daily rate.
- 8.6 Original Employment: Employees who are newly employed during the term of this Agreement, shall be placed on an experience step of the Salary Schedule as agreed on by the Special Education/Program Supervisor and the Superintendent, subject to the approval of the School Board.
- 8.7 Mileage: Employees shall be reimbursed for the use of their personal automobile to conduct authorized travel, in accordance with the District's policy.
- 8.8 Professional Development: Upon proof of payment, the District shall reimburse each Employee for annual dues in one state and one national professional association or organization as designated and approved by the Superintendent. Upon recommendation of the Executive Director of Student Services and/or Director of SPED (Elementary or Secondary), the District may provide national and/or state conference opportunities for SPED supervisors for the purpose of professional development. Upon proof of payment, the District shall reimburse each Program Supervisor for the Board of Administration renewal up to a total of **\$100.00** per renewal.
- 8.9 Leadership and Performance Compensation: Program Supervisors shall be eligible to receive up to 4% of their base salary in Leadership/Performance Compensation.
- 8.10 Work Stoppage: Employees, in the event of a strike or work stoppage by other District employees, shall report for duty to carry out School Board policies and directives.

ARTICLE 9

GROUP INSURANCE

- 9.1 Carrier Selection: The selection of the insurance carrier or carriers to provide the group insurance programs established by this Article shall remain with the district.
- 9.2 Eligibility: To be eligible for participation and contributions by this Article an Employee must be employed by an individual continuing contract between the District and the Employee.
- 9.3 The District shall contribute \$16,250 toward a flexible account for the purchase of designated employee benefits; **effective September 1, 2020, the District shall contribute \$16,750 toward the flexible account.**
- 9.31 Any additional cost of the premiums shall be paid by the employee via payroll deductions.
- 9.32 Effective September 1, 2014, the Special Education Program Supervisors flexible benefit package shall include \$300,000 of life insurance.
- 9.4 General Liability:
- 9.41 The District shall carry a general liability insurance policy as required by Minnesota Statutes.
- 9.42 The District shall carry "errors and omissions" insurance coverage in an amount not less than that in effect at the time of the signing of this Contract.
- 9.5 Payroll Deductions: The difference between the actual monthly premium cost of the group insurance programs and the District's contributions established by 9.3 of this Article shall be paid by the enrolled Employee through payroll deduction.
- 9.6 Duration of Coverage: Employees shall be eligible for District contributions, as established by this Article, through their last duty day of employment. District contributions shall cease as of the date of separation from employment.

ARTICLE 10

UNPAID LEAVES OF ABSENCE

- 10.1 Medical Leave of Absence: An unpaid medical leave of absence not to exceed 12 months may be granted Employees in accordance with applicable state and federal laws.
- 10.2 Parental Leave: Employees may request an unpaid parental leave of absence. The granting of an unpaid paternity or adoption leave shall be discretionary with the School

Board in accordance with applicable state and federal laws.

- 10.3 Military Leave of Absence: An unpaid military leave of absence shall be granted Employees in accordance with applicable State and Federal Laws.
- 10.4 Educational Growth Leave: Employees may request an unpaid educational growth leave not to exceed 12 months. The granting of an unpaid educational growth leave shall be granted at the sole discretion of the School Board and subject to the following conditions:
 - 10.41 The Employee shall have been employed by the District for at least two full duty years.
 - 10.42 The Employee shall submit a program of educational growth to the Superintendent and obtain recommendation prior to February 1 of the school year of the requested leave, which will be granted or denied no later than April 1.
 - 10.43 The Employee shall inform the Superintendent prior to April 1 of the intention to return to duty the following year or the Employee shall be terminated at the end of the school year.
 - 10.44 Educational Growth Leaves of Absence may be extended for an additional 12 months. Application for this extension must be submitted to the Superintendent by February 1 and this request will be granted or denied no later than April 1.
- 10.5 Conditions During a Leave of Absence: Employees granted an unpaid Leave of Absence as established by Sections 10.1, 10.2, 10.3, and 10.4 shall be subject to the following conditions;
 - 10.51 All benefits earned by an Employee shall be frozen as of the date of the beginning of a Leave of Absence. Upon return to duty at the expiration of the Leave of Absence, an Employee's frozen benefits shall be reinstated.
 - 10.52 Employees may continue to participate in the group insurance program established by Article 9, Section 9.3, by assuming the full cost of the monthly premiums.
 - 10.53 Employees returning from a Leave of Absence shall be offered an equivalent position to that held at the time the leave was granted.
 - 10.54 Employees who fail to return to duty at the expiration of the Leave of Absence shall waive all right to reemployment.
- 10.6 Sabbatical Leave: Employees may request a sabbatical leave of absence in accordance with the following conditions:
 - 10.61 The granting of a sabbatical leave must have the recommendation of the Superintendent and shall be granted at the sole discretion of the School Board.

- 10.62 A sabbatical leave shall be for professional study only.
- 10.63 The Employees shall have at least 7 years of employment with the District to be eligible to apply.
- 10.64 Requests for such leave shall be submitted in writing to the Superintendent at the earliest possible date, but in no case shall this be after February 1 of the year previous to the year for which the request is made.
- 10.65 The reimbursement for sabbatical leave shall be one-half of the Employee's base salary set forth in Appendix A for the year of leave or, if the Employee chooses, three-fourths salary for the year of the leave and three-fourths salary for the year following the leave. This reimbursement shall be paid on the condition that the Employee returns to duty, in an Association unit position or other Special Education administrative position as designated by the District, for a minimum of one (1) year immediately following the year of leave. If the Employee does not return to duty for the minimum of one (1) year after the sabbatical leave, the Employee shall be personally obligated to refund all compensation received and insurance contributions made by the District during the sabbatical leave.
- 10.66 Sabbatical leaves may be granted by the School Board for a period of less than 1 year.
- 10.67 The following conditions shall apply to an Employee on sabbatical leave:
- 10.671 Retirement: deductions from salary shall be made for T.R.A. and social security purposes. The T.R.A. deduction shall be made from the total salary, not the one-half sabbatical leave pay. The social security deduction shall be based on actual salary paid.
- 10.672 Sick Leave: One-half of the days normally allowed will be credited for the year of sabbatical leave. These days are added to the days of the Employee's earned sick leave.
- 10.673 Salary Schedule Movement: The sabbatical year counts as a year of service to the District. An Employee on sabbatical leave shall be eligible for an experience increment for the year following the leave.
- 10.674 Insurance Coverage: All voluntary insurance programs (District contribution for single health, life, dental, and L.T.D) shall continue to be provided as established by Article 9.

ARTICLE 11

PAID ABSENCES

- 11.1 Sick Leave: Employees shall be granted 18 days sick leave each duty year on a per pay day basis. Employees employed for less than a normal duty year shall be pro-rated.
- 11.11 Use of Sick Leave: Earned sick leave may be used because of personal illness or injury, serious illness or injury in the Employee's immediate family, or death in the Employee's immediate family.
- 11.12 Definition of Immediate Family: Immediate family is defined as the Employee's spouse, child, parent, brother, sister, grandparent, grandchild, or in-laws of a similar degree of relationship.
- 11.13 Accumulation: Unused sick leave shall accumulate to an unlimited amount.
- 11.14 Termination of Employment: Employees who terminate their employment prior to the completion of their normal duty year, shall reimburse the District for sick leave used in excess of their pro-rated accrual.
- 11.2 Personal/Emergency Leave: A maximum of 3 days of earned sick leave may be used during each duty year for situation involving personal/emergency business that cannot be scheduled outside the duty time of the Employee. Request for personal leave shall be submitted to the Employee's Supervisor at least five days in advance except in emergency situations.
- 11.3 Jury Duty:
- 11.31 Employees called for jury duty shall be compensated by the District for the difference between the Employee's regular salary and fees received while on jury duty.
- 11.32 Employees may be requested by the Superintendent to seek postponement or exemption from jury duty as provided by Minnesota Statute.
- 11.4 Court Hearings: An Employee subpoenaed by a court as a defendant or witness as the result of performing management duties and responsibilities shall be compensated for the difference between the Employee's regular daily salary and witness fees for each duty day of absence. This shall not apply to court cases initiated by the Employee against the School District.
- 11.5 Leave: The Superintendent may assign Employees to visit other schools, attend conferences and workshops, or to other situations having management improvement potential. During such assignments the Employee shall be considered to be in a duty status.

- 11.6 Absences without Pay: Absences without pay may be granted Employees requesting such absence in writing, at the discretion of the Superintendent.
- 11.7 SPED Supervisors Absences Due to Assault: A SPED Supervisor's absence due to injury as a result of assault by a student or non-student while performing school business in a professional manner shall not be charged against the SPED Supervisor's sick leave days.

ARTICLE 12

RETIREMENT

All Employees hired on or after July 1, 2001, into the District are not eligible for Section 12.1.

- 12.1 Severance: Effective July 1, 2000, Employees who notify the district of intended retirement or resignation by February 1st of the relevant school year will qualify for a payment of up to 142 unused sick days times the Employee's daily rate of pay and less any District contribution to a matching 403(b) plan as set forth in Section 12.2. 403(b) of this Article.

Employees must have ten (10) years active service on a continuous contract in the District, be immediately eligible for a Minnesota State retirement pension, and the total District contribution for eligible Employees under Section 12.2. 403(b) of this Article has not exceeded **\$70,000**.

- 12.11 The severance payment shall be made as a lump sum payment upon retirement to the District's Special Pay Plan in accordance with Federal rules and regulations. Deductions, such as state and federal income tax, social security, or T.R.A. shall be made only as required by law.

- 12.12 If a retired Employee 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.

12.2 403(b)

- 12.21 All Employees who are eligible for insurance as set forth in Article 9 are eligible for this benefit.

- 12.22 The District shall establish a matching contribution of up to **\$3,000** in a 403(b) matching program for all full-time Employees. Effective July 1, **2020**, the District matching contribution shall be up to **\$3,250**.

- 12.23 The maximum individual lifetime matching contribution by the District shall be **\$70,000**.

- 12.3 Health Insurance: Employees eligible for retirement as established in this Article and enrolled in insurance may elect to continue to participate in the District's Health and Dental insurance program established by Article 9.

The value of accumulated sick leave over 142 sick leave days shall be allocated to the Health Care Savings Plan for the individual retiring employees.

This benefit will be reviewed on an annual basis.

- 12.4 For purposes of this section, active service includes FMLA leaves of absences and excludes all other unpaid leaves of absence. This section shall not apply to any Employee who is discharged for cause by the School District. Severance and Retirement Health Benefits shall be available only once in a Employee's employment with the District.
- 12.5 Mandatory Retirement: Retirement shall be mandatory only to the extent required by law.

ARTICLE 13

UNREQUESTED LEAVE OF ABSENCE

- 13.1 In the event it is necessary for the District to reduce the number of Employees covered by this agreement, the work force shall be reduced in accordance with Minnesota Statute 122A.40 subd. 11(b).

ARTICLE 14

GRIEVANCE PROCEDURE

- 14.1 Definitions:

14.11 Grievance is defined as a disagreement as to the interpretation or application of any term or terms of this Agreement.

14.12 Days shall be defined as calendar days.

- 14.2 Procedure: Grievances as defined in 14.11 shall be settled in the following manner. 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 Director of Special Education within 10 days after the Employee knew or should have known of the alleged violation. No settlement in Step 1 shall be made in violation of this Agreement. If a settlement is not reached within 5 days after the oral presentation to the Director of Special Education the grievance shall be reduced to writing in a clear statement of the issues involved. This shall be transmitted to the General Counsel for handling in accordance with Step 2.

Step 2. Grievances referred to Step 2 shall be discussed between a representative of the Association and the Executive Director of Student Services. This discussion shall take place within 10 days after the grievance has been referred to Step 2. If

agreement is reached as a result of this meeting, the Associate Superintendent shall issue a disposition of the matter which shall be final and binding. If agreement is not reached, the Grievant shall, within 5 day after the Step 2 meeting, notify the General Counsel in writing that the grievance is appealed to Step 3.

Step 3. The General Counsel shall establish a Step 3 meeting with the Association. The Step 3 meeting shall be held within 10 days after the Employee has appealed from Step 2. The time and place for the meeting under Step 3 shall be at the discretion of the General Counsel. The General Counsel shall prepare a report of the meeting, together with a written disposition of the matter and forward copies to the Employee within 10 days after the Step 3 meeting. If settlement is not reached in Step 3 within 5 days of the date of the disposition, the Grievant may request arbitration.

Step 4. Arbitration: In cases referred to Step 4 the parties shall attempt to agree on an arbitrator. If agreement is not reached within 10 days, either party may petition the Bureau of Mediation Services for a list of arbitrators in which the parties shall alternately strike names until there is an arbitrator remaining to preside over the hearing. The arbitrator shall have no power to add to, subtract from or modify any of the terms of the Agreement and shall only 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 the arbitrator, shall be binding on both parties within the limitations of the P.E.L.R.A. The expense and fees of the arbitrator shall be borne jointly by the District and the Association.

14.3 Rules: Any loss of time by an Employee or a representative to attend Step 4 of the grievance procedure shall not be compensated. The number of days indicated at each step of the grievance procedure shall be considered as maximum. Any time limit may be extended by mutual written consent. The failure of an aggrieved Employee to proceed from one step of the grievance 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 this particular grievance. The failure of the District to communicate a decision or hold a meeting within the specific time limits shall permit the aggrieved to proceed to the next step of the grievance procedure. ARTICLE 15

ARTICLE 15

DURATION

15.1 Term of Contract: This Agreement shall remain in full force and effect for a period commencing July 1, 2019, through June 30, 2021 and thereafter until modified or terminated pursuant to the P.E.L.R.A. of 1971 as amended.

15.2 Modification: If either party desires to modify or terminate this Agreement effective on June 30, 2021, it shall give written notice of such intent no later than April 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this agreement.

- 15.3 Effect: This Agreement constitutes the full and complete agreement between the District and the Association. The provisions herein supersede and take precedence over any and all prior Agreement, resolutions, practices, District policies, rules or regulations concerning the terms and conditions of employment.
- 15.4 Negotiating During Term: The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for Employees. All understandings and agreements arrived by the parties are set forth in this Agreement. For the duration of this Agreement, the District and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed; provided, however, that any provision of this Agreement may be amended in writing at any time by mutual consent of the parties.
- 15.5 Finality: It is further agreed that any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.
- 15.6 Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of the Agreement or the application of any provisions thereof under different circumstances.

ARTICLE 16

DOCUMENT AUTHORIZATION

16.1 Document Authorization: In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their chief negotiators and their signature to be placed herein, all on the day and year first above written.

ASSOCIATION

Dr. Amir Farz Bafivaki

BOARD OF EDUCATION

Thomas
Chairperson

J. English
W. Long
Steve Hayes

[Signature]
General Counsel

Dated: September 23, 2019

Appendix A

Special Education Program Supervisors

July 1, 2019 - June 30, 2021

Supervisors Salary Schedule

Step	7/1/2019 - 6/30/2020		7/1/2020 - 6/30/2021
8	\$103,018		-----
9	\$104,013		\$104,793
10	\$104,754		\$105,540
11	\$106,415		\$107,213
12	\$108,144		\$108,955
13	\$109,944		\$110,769
14	\$112,121		\$112,962
15	\$114,273		\$115,130
16	\$116,455		\$117,328
17	\$118,688		\$119,578
18	\$120,468		\$122,878