

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 **2026**, through June 30, **2028**

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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 students 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, Technology, Supplemental Program, and ESL Paraeducators **who meet the definition of a "public employee" under MN Statute 179A.03, Subd. 14.**

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, paraeducator mailboxes, bulletin boards and/or the digital equivalent for communications to paraeducators. An Association mailbox shall be located at the District Office.

Section 3. Access of Information: The District will provide the Association access to payroll deductions, employee information, union orientation time, and union access as required under MN Statute 179A. 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 pay-rate schedule of all paraeducators in the bargaining unit and such other information requested by the Association in accordance with applicable statutes.

Section 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, 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.

C. If there is a change to position minimum qualifications, and a paraeducator currently in the role is unable to meet the new qualifications (e.g. highly qualified status) of the position, the paraeducator shall be displaced and the following shall apply:

1. If known, the Exclusive Representative and displaced paraeducator(s) shall be informed of the new minimum qualifications before the end of the school year. The District and the Exclusive Representative shall meet to discuss a support plan to assist paraeducators in meeting the new qualifications.
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. Similar, reasonable notice shall be provided for mid-year changes. 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 preference for a job opening for which they are qualified.
3. The District will assign all displaced paraeducators to an available opening with
4. consideration of the following factors: preference, interview, seniority, and ability to do the job.
5. The paraeducator may accept the new assignment or choose layoff pursuant to Section 6 of this Article.

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.)

C. Paraeducators laid off due to inability to meet new minimum requirements (e.g. Highly Qualified status) shall maintain recall rights to an available position in their same category shall they subsequently meet the new requirements and notify the District within two years.

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.

Section 7. Strike-Related Closures: In the event of a strike by another employee bargaining unit that results in the cancellation of student instruction and the closure of school buildings, paraeducators shall be notified of their employment status as follows:

- A. **Employment Status:** The District reserves the right to determine which paraeducators are required to report to work based on operational needs. Paraeducators shall be paid their regular wages for the first five days of the school closure. Starting on the sixth regularly scheduled work day, paraeducators not required to report shall be placed on an excused, unpaid absence for the duration of the closure or may be subject to temporary layoff procedures as outlined in Article VII of the Master Agreement.
- B. **Compensation:** Paraeducators who are required by the District to report for duty during a strike-related closure shall be compensated at their regular hourly rate for all hours worked.
- C. **Benefit Continuity:** The District shall maintain employer contributions toward group insurance premiums, provided the employee remains in an active employment status immediately following the strike.

Section 8. School Year Extension: In the event that the school year is extended beyond the originally board-approved calendar to fulfill instructional requirements or state mandates following a strike or other emergency closure, the following shall apply:

- A. **Mandatory Attendance:** All paraeducators are required to report for duty on all 'make-up' days designated as part of the adjusted school calendar. These days are considered regular work days within the modified term of employment. Unpaid days may be approved for extenuating circumstances, as determined by the supervisor.
- B. **Compensation for Extended Days:** Paraeducators shall be compensated at their current hourly rate on the salary schedule including seniority and academic credits for each additional day required to meet minimum State requirements or District instructional goals.

Section 9. 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. Eligibility: The employer shall provide the benefits listed in sections 2-5 of this Article to all paraeducators who work at least six (6) hours per day in the normal school year. Employees hired with less than 90 calendar days remaining in the duty year are not eligible until the following school year.

Bus paraeducators are not normally eligible for insurance benefits. The District shall determine the number of bus paraeducators assignments eligible, if any. To the extent the District reduces the number of eligible positions from one plan year to the next, it will provide notice to the Union.

Section 2. Medical Insurance:

A. Single Coverage: Effective September 1, **2026**, for benefit eligible, enrolled paraeducators, the District shall contribute up to **nine hundred forty-five dollars (\$945)** per month of the premium for single coverage; effective September 1, **2027**, for benefit eligible, enrolled paraeducators, the District shall contribute up to **one thousand forty dollars (\$1,040)** per month of the premium for single coverage.

B. Family District Contribution: Effective September 1, **2026**, for benefit eligible, enrolled paraeducators, the District shall contribute up to **one thousand eight hundred forty-five dollars (\$1,845)** per month of the premium for family coverage; effective September 1, **2027**, for benefit eligible enrolled paraeducators, the District shall contribute up to **two thousand thirty dollars (\$2,030)** per month of the premium for family coverage.

C. Dual Spouse Contribution: Effective September 1, **2026** if both married spouses work full time for the District and both are benefit eligible, the District shall contribute up to **two thousand seven hundred ninety dollars (\$2,790)** per month of the premium for family coverage; effective September 1, **2027**, for benefit eligible enrolled paraeducators, the District shall contribute up to **three thousand seventy dollars (\$3,070)** 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 3. Dental Insurance: **Effective September 1, 2026, for benefit eligible, enrolled paraeducators**, the District shall contribute up to a maximum of **eighty-five dollars (\$85)** per month for eligible enrolled paraeducators; **effective September 1, 2027, for benefit eligible enrolled paraeducators, the District shall contribute up to ninety dollars (\$90) per month.** Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. 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 5. 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 6. 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.

Employees may be reimbursed for broken eyeglasses or personal medical equipment following a student related incident in accordance with District Guidelines.

Section 7. 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 omissions clause.**

Article X

LEAVES OF ABSENCE

Section 1. The District shall comply with the provisions of the Family and Medical Leave Act (FMLA)

Section 2. Sick Leave/Emergency Leave/Personal Leave: Paraeducators who return to work at the start of a school year will earn twelve (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. Sick leave may be used for safety leave, personal illness or injury, serious illness or injury of the employee's immediate family or on the account of death of a member of the immediate family. Immediate family shall include spouse, children, parents, siblings, grandparents, grandchildren, and in-laws of similar degree of relationship. Circumstances of an unusual nature may receive special consideration in accordance with District guidelines.

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 3. Parenting Leave: (Maternity, Paternity, Adoption)

a. Purpose and Procedures: A leave of absence shall be granted to a paraeducator for the purpose of providing full-time parental care for a new-born or newly adopted child(ren). Whenever possible, arrangements for such leaves shall be made at least ninety (90) days prior to the beginning date of the leave. A planned date of return to duty shall also be arranged at the same time. Paraeducators should meet with the principal/supervisor in considering the particular educational needs of the students in their classroom in selecting an effective date for beginning of and/or returning date from such leave. The leave must commence within the first twelve (12) months of the birth or adoption.

b. Use of Sick Leave for Parenting Leave: For any leave of absence for maternity, paternity or adoption, paraeducators shall be able to access their earned sick leave during the parenting leave up to twelve (12) weeks. Documentation of date of birth or adoption shall be submitted to the **Benefits** Department.

c. Parenting Leave in Excess of twelve (12) Weeks: Any leave of absence in excess of twelve (12) weeks for maternity, paternity or adoption that results from the birth or adoption of a child(ren) that is medically necessary as evidenced by an attending physician's statement is covered by the sick leave provisions of this Agreement. The attending physician's statement shall be submitted to the **Benefits** Department concerning the medical circumstances that require the leave. Paraeducators may access their earned sick leave during parenting leave up to the time specified by their physician.

d. Paraeducators returning from parental leave shall return to the same position; in the event the position no longer exists, the relevant provisions of Article VII shall apply.

e. Sick leave benefits accumulated at the start of the parental 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. 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 5. 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 6. Military: Paraeducators shall be granted military leave as required or allowed by federal and state statutes.

Section 7. 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 8. 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 **the Director of Labor Relations and Benefits**.

Section 9. 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 eleven (11) paid holidays. These holidays shall be Labor Day, two days at Thanksgiving, two days at winter break, New Year's Day, President's Day, Martin Luther King Day, two days in the spring and Memorial Day. If Juneteenth is observed as a school district holiday for employees and falls within the school year calendar, it shall become a paid holiday.

Section 2. Holiday pay: Employees eligible for holiday pay are required to work (or use paid time) the day before and the day after a holiday to be paid for the holiday. Notwithstanding the foregoing, if the employee's assigned work year does not begin until the day after Labor Day the employee is not required to work (or take paid leave) the day before Labor Day to be paid for the Labor Day holiday.

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.
- E. Technology paraeducators shall be paid a minimum of two (2) hours when called back to work on a day they are not regularly scheduled to work.

Section 2. Paraeducators shall normally work student contact days and designated staff development days and up to five (5) additional duty days or up to ten (10) additional duty days for Health and Technology Paraeducators at the District's discretion. Flexing of a paraeducator's work hours within the relevant pay period shall be at the discretion and approval of the building principal/program supervisor.

Section 3. All paraeducators **working six (6) or more consecutive hours** shall receive a one-half hour duty free lunch break. A paraeducator required to work during their lunch break shall be compensated at their regular rate of pay.

Section 4. Paraeducators shall be **allowed** fifteen (15) minutes **of** break time **for each four (4) consecutive hours of work** at a time approved by the paraeducator's supervisor. **In the event that emergency student needs or District requirements prevent a paraeducator from taking a scheduled break, the break shall be rescheduled during the same work shift.**

Article XIII
RETIREMENT

Section 1. 403(b):

Subd. 1. All employees eligible for insurance as set forth in Article IX, are eligible for this benefit.

Subd. 2. Beginning in the 2026-27 School Year, the District shall make a matching contribution for all employees for the relevant school year into a 403(b) plan up to \$2,000 annually on a per paycheck basis over 20 pay periods. Employees who begin contributions after the start of the year will receive a prorated amount of the full District match.

Subd. 3. To the extent State and Federal Statutes allow, the school district will allow student loan payments as qualifying dollars to receive the employer 403(b) matching contributions.

Section 2: Retirement Benefits Eligibility: to be eligible for the retirement benefits in sections 3 and 4 of this Article, employees must notify the District of intended retirement by March 1st of the relevant school year, have at least ten years seniority and be eligible for a Minnesota State retirement pension.

Subd. 1. District Retirement benefits are payable upon becoming an annuitant to a State retirement pension upon retirement from the District.

Subd. 2. Employees may elect to defer their State pension annuity for up to one year and still be eligible for District retirement benefits.

Subd. 3. Retirement Benefits shall not apply to any employee who is discharged for cause by the School District.

Section 3. Retirement Healthcare Reimbursement Benefit: For insurance benefit eligible employees who retire under this Article, half of the value of the first 160 days of unused sick leave, and 100% of the value of unused sick leave greater than 160 days shall be allocated to a Health Care reimbursement account established by the District for the individual employee.

Section 4. Severance: In addition to the retirement healthcare reimbursement benefit listed in section 3, eligible employees with a seniority date prior to July 1, 2011 qualify for a payment of up to half of the first 160 unused sick days times the employees daily rate of pay (and less any District contribution to a matching 403(b) plan as set forth in Section 1. 403(b) of this Article).

The severance payment shall be made as a lump sum payment upon retirement to a Special Pay Plan established by the District in accordance with Plan documents, Federal rules and

regulations. Deductions, such as state and federal income tax, Social Security, or PERA shall be made only as required by law.

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.

Section 5. Health and Dental Insurance Continuation: 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.

Section 6. Retirement benefits shall be available only once in an employee's employment with the District.

Section 7. 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 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 **Chief Human Resources Officer** for handling in accordance with Step 2.

Step 2. The **Chief Human Resources Officer** shall establish a Step 2 meeting with the aggrieved and the appropriate second level supervisor. The Step 2 meeting shall be held within one (1) week after the paraeducator has filed the grievance. The time and place for meetings under Step 2 shall be mutually agreed between the **Chief Human Resources Officer** and the aggrieved. The paraeducator shall be allowed a maximum of three representatives at the meeting. The **Chief Human Resources Officer** 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, not individual members, 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 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, **2026**, and shall continue in full force and effect to and including June 30, **2028**.

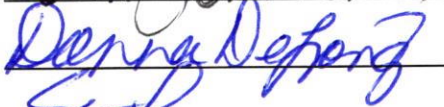
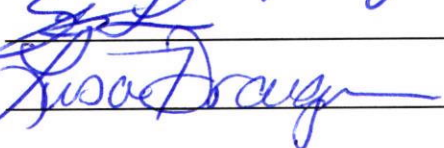
Section 2. Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 3. This Agreement may be modified by written notice to the other party submitted between April 1 and April 30, **2028**, otherwise the Agreement shall remain in effect for another twelve (12) month period.

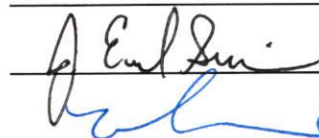
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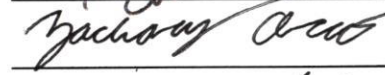
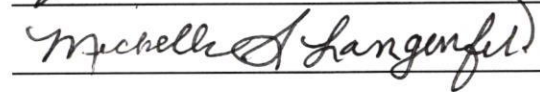
IN WITNESS WHEREOF, the parties have executed the Agreement as follows:

Anoka-Hennepin Paraeducator Association
District No. 11

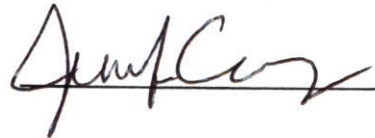
Anoka-Hennepin Independent School

Chief Human Resources Officer

Date 6/22/26



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, 2026– June 30, 2028

Step movement both years

<u>BUS</u>						
	2026-2027				2027-2028	
Step	Base	AA/AAS	BA		Base	AA/AAS BA
2	\$18.95	\$20.10	\$20.95		\$19.30	\$20.45 \$21.30
3	\$19.20	\$20.35	\$21.20		\$19.55	\$20.70 \$21.55
4	\$19.45	\$20.60	\$21.45		\$19.80	\$20.95 \$21.80
5	\$19.70	\$20.85	\$21.70		\$20.05	\$21.20 \$22.05
6	\$19.95	\$21.10	\$21.95		\$20.30	\$21.45 \$22.30
7	\$20.20	\$21.35	\$22.20		\$20.55	\$21.70 \$22.55
8	\$20.45	\$21.60	\$22.45		\$20.80	\$21.95 \$22.80
9	\$20.75	\$21.90	\$22.75		\$21.10	\$22.25 \$23.10

<u>Secondary, Elementary, Supplemental Programs</u>						
	2026-2027				2027-2028	
Step	Base	AA/AAS	BA		Base	AA/AAS BA
2	\$20.00	\$21.15	\$22.00		\$20.35	\$21.50 \$22.35
3	\$20.60	\$21.75	\$22.60		\$20.95	\$22.10 \$22.95
4	\$21.20	\$22.35	\$23.20		\$21.55	\$22.70 \$23.55
5	\$21.80	\$22.95	\$23.80		\$22.15	\$23.30 \$24.15
6	\$22.40	\$23.55	\$24.40		\$22.75	\$23.90 \$24.75
7	\$23.00	\$24.15	\$25.00		\$23.35	\$24.50 \$25.35
8	\$23.60	\$24.75	\$25.60		\$23.95	\$25.10 \$25.95
9	\$24.25	\$25.40	\$26.25		\$24.60	\$25.75 \$26.60

Technology, Spec Ed & COTA							
	2026-2027				2027-2028		
Step	Base	AA/AAS	BA		Base	AA/AAS	BA
2	\$20.85	\$22.00	\$22.85		\$21.20	\$22.35	\$23.20
3	\$21.50	\$22.65	\$23.50		\$21.85	\$23.00	\$23.85
4	\$22.15	\$23.30	\$24.15		\$22.50	\$23.65	\$24.50
5	\$22.85	\$24.00	\$24.85		\$23.20	\$24.35	\$25.20
6	\$23.50	\$24.65	\$25.50		\$23.85	\$25.00	\$25.85
7	\$24.15	\$25.30	\$26.15		\$24.50	\$25.65	\$26.50
8	\$24.80	\$25.95	\$26.80		\$25.15	\$26.30	\$27.15
9	\$25.50	\$26.65	\$27.50		\$25.85	\$27.00	\$27.85

Health, LPN, SPED-LPN							
	2026-2027				2027-2028		
Step	UHP	EMS/EMT/CMA	LPN/RN		UHP	EMS/EMT/CMA	LPN/RN
2	\$24.30	\$25.45	\$26.55		\$24.65	\$25.80	\$26.90
3	\$24.70	\$25.85	\$26.95		\$25.05	\$26.20	\$27.30
4	\$25.10	\$26.25	\$27.35		\$25.45	\$26.60	\$27.70
5	\$25.50	\$26.65	\$27.75		\$25.85	\$27.00	\$28.10
6	\$25.90	\$27.05	\$28.15		\$26.25	\$27.40	\$28.50
7	\$26.30	\$27.45	\$28.55		\$26.65	\$27.80	\$28.90
8	\$26.70	\$27.85	\$28.95		\$27.05	\$28.20	\$29.30
9	\$27.10	\$28.25	\$29.35		\$27.45	\$28.60	\$29.70

Paraeducators who were assigned four hours per day or greater and on Step 9 during the 2025-2026 school year shall receive a one time payment of \$600 on October 9, 2026; paraeducators who were assigned less than four hours per day and on Step 9 during the 2025-2026 school year shall receive a one time payment of \$300 on October 9, 2026.

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

2026-2027	Years	Seniority Date
\$0.25	15-16	1/1/11-12/31/12
\$0.50	17-18	1/1/09-12/31/10
\$1.00	19-22	1/1/05-12/31/08
\$1.25	23-26	1/1/01-12/31/04
\$1.50	27-29	1/1/98-12/31/00
\$1.75	30+	Prior to 12/31/97

2027-2028	Years	Seniority Date
\$0.25	15-16	1/1/12-12/31/13
\$0.50	17-18	1/1/10-12/31/11
\$1.00	19-22	1/1/06-12/31/09
\$1.25	23-26	1/1/02-12/31/05
\$1.50	27-29	1/1/99-12/31/01
\$1.75	30+	Prior to 12/31/98

B. LANE PLACEMENT: As set forth on the salary schedule, paraeducators who obtain or have an Associates of Arts degree, an Associate of Applied Science degree, or an equivalent number

of credits applicable towards a bachelor's degree (60 semester or 90 quarter credits) from a regionally accredited college or university will be eligible to be paid at the AA/AAS lane. Paraeducators with a BA or BS from a regionally accredited College or University will be eligible for the BA Lane. Changes in lane placement will become effective after documentation from the College or University is submitted to the Employee Services department. Newly hired Paraeducators whose transcripts are received in the Employee Services department within 30 calendar days of the start of their assignment, will be granted lane placement retroactive to the first day of employment. **Effective July 1, 2026, health paraeducators shall receive lane placement based on certification or licensure. Unlicensed health professionals (UHP) shall be placed on the first lane. Health paraeducators with a medical certificate (e.g. EMS, EMT, CMA) shall be advanced to the second lane. Health paraeducators with a nursing license (e.g. LPN, RN) shall be advanced to the third lane. Health paraeducators without a medical certification who had been placed on the second lane prior to July 1, 2026, will be placed on the EMS/EMT/CMA lane.** 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.

C. SPECIAL EDUCATION SETTING III and SETTING IV STIPEND: Special Education paraeducators regularly assigned to a Setting III program for half of their assignment or more, as determined by the District, shall receive an additional \$0.50 per hour. Special Education paraeducators regularly assigned to Two Rivers **Transition Program** shall receive an additional \$1.00 per hour. **Special Education paraeducators regularly assigned to River Trail Learning Center will receive an additional \$1.50 per hour.** These stipends cannot be stacked.

D. FLOATING PARA STIPEND: Health paraeducators assigned to a float position shall receive an additional \$1.00 per hour.

E. Health Paraeducators who show evidence of relicensure with the Board of Nursing shall be reimbursed for the cost of the license.

F. A paraeducators with any current teacher license, including short call substitute, is eligible for a \$100 annual stipend.

A paraeducator with a valid teaching license assigned to a daily substitute teacher assignment for any part of a day shall be paid the greater of the current substitute teacher rate or the equivalent of their regular daily wage. For as long as the law allows, this shall also include paras who fall under the Minnesota Statutes 122A.441, the program that allows paraprofessionals with a high school degree and one year of experience and training from the School District to be licensed as a short call substitute teacher. Such training shall be voluntary, at no cost to the employee, and not paid time.

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, **2026**, all paraeducators hired prior to April 1, **2026** shall be eligible for step movement on July 1, **2026**. Those hired between April 1, **2026** and June 30, **2026** shall remain on the same step.

Effective July 1, **2027**, all paraeducators hired prior to April 1, **2027** shall be eligible for step movement on July 1, **2027**. Those hired between April 1, **2027** and June 30, **2027** 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. Para educators accepting Setting III and Setting IV ESY assignments shall also receive the corresponding stipend.

APPENDIX "B"

ANOKA-HENNEPSCHOOL 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