



**St. Louis Park  
Public Schools**

*Achieving success, one student at a time!*

**2019-20 and 2020-21**

**AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 283**

**St. Louis Park, Minnesota**

**and**

**PARK ASSOCIATION OF TEACHERS**

**Representing Teachers in the School District**

Board Approved: 9-23-2019

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**ARTICLE 1 - PURPOSE****1.1 Parties**

This Agreement is entered into between the St. Louis Park Public Schools, Independent School District No. 283, St. Louis Park, Minnesota, and the Park Association of Teachers, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

**ARTICLE 2 - DEFINITIONS****2.1 School District**

For purposes of this Agreement, the term "School District" or "District" shall mean the St. Louis Park Public Schools, Independent School District No. 283, St. Louis Park, Minnesota, its School Board or designated representative(s) of the Board.

**2.2 Association**

For purposes of this Agreement, the term "Association" shall mean the Park Association of Teachers or its designated representative(s).

**2.3 P.E.L.R.A.**

For purposes of this Agreement, the term "P.E.L.R.A." shall mean the Public Employment Labor Relations Act of 1971, as amended.

**2.4 Terms and Conditions of Employment**

Terms and conditions of employment means the hours of employment, the compensation thereof, including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a District. The terms in both cases are subject to the provisions of Minn. Stat. § 179A.07 regarding the rights of public employers and the scope of negotiations.

**2.5 Other Terms**

Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

**ARTICLE 3 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE****3.1 Recognition**

In accordance with P.E.L.R.A., the District recognizes the Park Association of Teachers as the exclusive representative of teachers employed by the District. The Association shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

**3.2 Appropriate Unit**

The Association shall represent all teachers of Independent District No. 283, St. Louis Park, Minnesota, who are required to be and are licensed by the State Board of Education, including those on leave of absence who are guaranteed a position upon their return, but excluding the following: supervisory employees, confidential employees, Superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, essential employees, and such other employees excluded by law.

**ARTICLE 4 - DISTRICT RIGHTS****4.1 Inherent Managerial Rights**

The parties recognize that the Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of

the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the Board. Section 4.1 shall not be construed to limit the right of the Association to meet and confer with the District, pursuant to P.E.L.R.A., regarding policies and matters not included under terms and conditions of employment.

#### **4.2 Management Responsibilities**

The parties recognize the right and obligation of the Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

#### **4.3 Effect of Laws, Rules and Regulations**

The parties recognize that all teachers covered by this Agreement shall perform the teaching and reasonable teaching-related services prescribed by the District. The parties also recognize the right, obligation and duty of the Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders from time to time as deemed necessary insofar as such reasonable rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

### **ARTICLE 5 - TEACHER AND ASSOCIATION RIGHTS**

#### **5.1 Right to Views**

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or their representative to 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.

#### **5.2 Right to Join**

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

#### **5.3 Request for Dues Check Off**

Teachers shall have the right to request and be allowed dues check off for the exclusive representative of the teacher. Upon receipt of a properly executed authorization of the teacher involved (examples of which include paper authorization, electronic authorization or audio-recorded phone authorization), the District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the exclusive representative during the period provided in said authorization. The Union will notify the School District of the dues to be deducted from each teacher's paycheck and the correct institution to remit the dues payments. Deductions will be made each pay-period and transmitted to the designated exclusive representative. The District shall furnish to the exclusive representative (Park Association of Teacher's Treasurer) monthly an alphabetized list of teachers from whom such deductions have been made. The District agrees to honor and implement all the terms of the dues-checkoff authorizations submitted by the Union and agreed to by the teachers. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the teacher as stated in the authorization, irrespective of the teacher's membership in the Union. The Union agrees that the District's only obligation is to deduct and remit the dues indicated by the Union to be deducted from each teacher's pay. The Union agrees to save the District harmless from any actions growing out of these deductions and assumes full responsibility for the disposition of funds so deducted once they have been remitted by the District.



**5.4 Personnel Files**

All evaluations and files relating to each individual teacher shall be available during regular school business hours to said teacher upon reasonable notice. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. The District may destroy such files as provided by law.

**5.5 School Buildings and Facilities**

The Park Association of Teachers (PAT) shall have the right in accordance with established regulations to reasonable use of school buildings and facilities provided such use shall not interfere with normal school activities or functions. The District reserves the right to assess charges for additional custodial expense or for other additional operational expense beyond normal maintenance costs resulting from such use.

**5.6 Information**

The parties agree that the Association shall have access, upon reasonable notice, to appropriate and available information, not deemed confidential, necessary for the Association to exercise its responsibilities as exclusive representative.

**5.7 Payroll Deduction**

The District shall allow a payroll deduction plan for the United Educator's Credit Union or direct deposits to other eligible banking institution of the teacher's choice that accepts standard ACH deductions.

**5.8 Private and Personal Life**

The private and personal life of a teacher is not within the appropriate concern of the District provided such private and personal life does not adversely affect the teacher's performance or ability to perform.

**5.9 Meet and Confer**

The District shall meet and confer with the Association pursuant to P.E.L.R.A.

**5.10 Union Business Leave**

PAT will have access to up to 50 days of Union Business Leave in a school year. Members of the Union who are authorized by the PAT President shall be granted paid leave to conduct union business up the 50-day limit. Union Leave days for contract negotiations and/or mediation sessions jointly scheduled by the District and PAT will not be deducted from the 50-day total. The Union shall reimburse the District for the cost of a substitute teacher for each day of Union Business Leave used, if a substitute is requested and works that day. The Union agrees to notify the teacher's immediate supervisor and District Administration by email at least three days prior to the use of any Union Business Leave. The District will submit an invoice to the Union for the cost of the substitute teachers.

**ARTICLE 6 - THE SCHOOL YEAR****6.1 Teacher Duty Days**

Pursuant to M.S. §120A.40, the Board shall, prior to April 1 of each school year, establish the school calendar for the coming year, and the teacher shall perform services on those days as determined by the Board, including those legal holidays on which the Board is authorized to conduct school. The length of the school year shall consist of 185 duty days for returning teachers. Not more than 178 of such duty days shall be student days.

The District may add three (3) duty days for newly employed teachers.

If the District adds two days for second-year probationary teachers, the first two days will be paid at \$150/day. If the District schedules a third day for second-year probationary teachers or any of the three additional staff development days for third-year probationary teachers, will be paid at the Extended Employment rate of pay as provided in Schedule C-1, for such hours required by the District.

**6.2 Modifications in Calendar, Length of School Days**

In the event of energy shortage, severe weather, or other catastrophe, the District reserves the right to modify the school calendar, and if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the Board or its designated representative shall determine, if any.

In the event of an order by authorized federal or state authority, the District may modify the duty day or duty week to place the District in compliance with such federal or state order, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Meet and Confer: Prior to adjusting the calendar, duty day, or duty week in Section 6.2, the District shall afford the Association the opportunity to meet and confer on such matters.

**ARTICLE 7 - THE SCHOOL DAY****7.1 Building Hours**

The specific hours at any individual building may vary according to the needs of the educational program of the District. The specific hours for each building shall be designated by the Superintendent. The regularly scheduled work day for teachers within their buildings shall not exceed seven (7) hours and thirty (30) minutes, exclusive of lunch.

**7.2 Additional Activities**

In addition to the basic school day, teachers are obligated to reasonably participate in school activities beyond the basic building hours as is required by the District.

**7.3 Duty Free Lunch**

Except in cases of emergency, teachers shall have a thirty (30) minute duty free lunch period, unless otherwise agreed upon by the District and the Association.

**7.4 Preparation Time and Regular Student Contact Assignment**

Teachers shall be scheduled a maximum of 330 minutes (5-1/2 hours) of regular classroom student contact time and/or supervisory time within the teacher's basic day.

The remaining 120 minutes (2 hours) of the teacher's basic day when the teacher is not assigned regular student contact, shall be available for preparation time. During this preparation time, the teacher will normally be able to engage in individual preparation and planning. However, it is recognized that, as necessary and customary, and as assigned by the District, the teacher will be available for occasional events such as parent conferences, individual help for students, supervision of students, faculty, department or curriculum meetings, or other related tasks.

The District shall make reasonable effort to provide preparation time in usable blocks of time of at least twenty-five (25) minutes in length insofar as practicable.

**ARTICLE 8 - BASIC COMPENSATION****8.1 Individual Contracts**

Individual contracts issued by the District shall be in the form as provided in Attachment D. Teachers shall receive individual contracts upon initial employment and upon a formal change in level of FTE. Temporary overages and other temporary assignments that do not change the continuing contract rights will be made by letter of assignment from the Human Resource Department.

**8.2 Rates of Pay**

The salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2019-20 school year and the salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the 2020-21 school year. Teachers shall advance on the salary schedule one (1) step for the 2019-20 school year and one (1) step for the 2020-21 school year, subject to the right of the District to withhold salary increases for just cause. A

salary increase shall not be withheld unless the teacher is notified of the deficiency in writing and given reasonable opportunity to correct such deficiency.

**8.3 Status of Salary Schedule**

The salary schedule shall not be construed to be a part of the teacher's continuing contract. In the event a successor Agreement is not entered into prior to the commencement of school in 2021, a teacher shall be compensated according to the past year's compensation until such time that a successor Agreement is executed between the District and the Association.

**8.4 Initial Placement - Experience Credit**

Newly employed teachers shall receive credit for each full year of licensed outside experience and placed on the salary schedule per years of teaching experience. For this Section 8.4, full years of licensed outside experience shall be defined as a licensed teacher serving for at least 150 days under contract. Effective July 1, 2017, the Human Resource Department may offer additional step placement for positions deemed "Hard to Fill" to make a competitive offer. PAT and the District will agree as part of Meet and Confer that process for determining "Hard to Fill" positions and the agreed upon step placement discretion. The Human Resource Department will provide a report to PAT denoting placements for "Hard to Fill" positions that exceed the standard new hire step placement.

Experience credit referred to herein shall be limited to that experience gained during the past (15) fifteen years. This provision shall not be retroactive.

Teachers shall receive one year of experience credit for service in the St. Louis Park District each year of contracted service in which the teacher performs duties on at least 100 duty days.

**8.5 Prior Approval**

Credits to be considered for lane advancement must be approved by the responsible administrator in writing prior to taking the course. In the event of a course cancellation, an amended request for approval shall be made by the teacher as soon as possible. A form for such purpose shall be provided by the District. Where graduate credits are specified in Section 8.6, it is understood that while normally graduate credits will be required, the Superintendent or designee, in their sole discretion, may make an exception and approve undergraduate credits. PAT and the District will create a list of courses that have historically been approved and will not need to be submitted to Human Resources prior to taking the course. This list may be amended from time to time by the Human Resource Department through meet and confer with the Association.

**8.6 Training Levels**

For purposes of placement on the salary schedule, training levels are defined as follows:

DEGREE	TRAINING LEVEL FROM AN ACCREDITED COLLEGE OR UNIVERSITY
Bachelor's	At least a bachelor's degree
Bachelor's +10	At least 10 semester hours earned after the bachelor's degree, either graduate or undergraduate, which are in a field related to the teaching assignment
Bachelor's +20	At least 20 semester hours earned after the bachelor's degree, either graduate or undergraduate, which are in a field related to the teaching assignment
Bachelor's +30	At least 30 semester hours earned after the bachelor's degree, including no fewer than 10 graduate semester credits, which are in a field related to the teaching assignment
Bachelor's +40	At least 40 semester hours earned after the bachelor's degree, including no fewer than 20 graduate semester credits, which are in a field related to the teaching assignment
Master's	A master's degree in a field related to the teaching assignment
Master's +10	At least 10 semester hours of graduate credit earned after the master's degree which are in a field related to the teaching assignment
Master's +20	At least 20 semester hours of graduate credit earned after the master's degree which are in a field related to the teaching assignment
Master's +30	At least 30 semester hours of graduate credit earned after the master's degree which are in a field related to the teaching assignment
Master's +40	At least 40 semester hours of graduate credit earned after the master's degree which are in a field related to the teaching assignment
Specialist	A specialist degree in a field related to the teaching assignment
Doctorate	A doctorate degree in a field related to the teaching assignment

**8.7 Professional Growth Credits**

Teachers who complete an approved in-service course shall be eligible for credit on the salary schedule on the basis of one (1) semester hour for each fifteen (15) hours of class time.

Teachers also shall be granted salary schedule credit, on the basis of one (1) semester hour for each fifteen (15) hours of participation, for successful completion of approved courses sponsored by outside agencies which meet the following criteria:

- A. No academic credit is granted.
- B. The experience must be in a field related to the teaching assignment.
- C. Participation occurs outside the regular school day.
- D. The participant's expenses are not paid by the District.

Salary schedule credits, earned through any means described in this Section 8.7, shall be limited to four (4) semester hours toward each block of ten (10) semester hours required for a lane change. A maximum of twelve (12) professional growth credits shall be considered for application on the salary schedule.

**8.8 Lane Changes**

The training level of the teacher as of September 15 will be the basis of pay for that school year except eligible credits submitted by February 15 shall be counted in determining the basis of pay for the second semester. Applications for a salary adjustment due to a change in the training level of a teacher shall be made to the Human Resources Director by the submission of a transcript from an accredited college or university prior to September 15 for the first semester and prior to February 15 for the second semester adjustment. The application for lane change shall contain a verification as to whether the credits submitted are semester credits or quarter credits. If a transcript is not available by these dates, other satisfactory evidence of the completion of a course will be recognized pending the receipt of the official transcript. However, the salary adjustment shall not be made until the official transcript is received, at which time the salary adjustment shall be retroactive.

**8.9 National Board Certification**

Teachers who become certified by the National Board of Certification or hold a Certificate of Clinical Competence or other national or professional board certifications recognized by the District Human Resource Department will receive \$2,500 annual stipend. Non-recertification shall result in the loss of the annual stipend. It is the responsibility of the teacher to provide proper evidence that the teacher holds the certification. Certifications received by the Human Resource Department by September 15 will be eligible for the full stipend. Certifications received by the Human Resource Department by February 15 will be eligible for half of the full stipend. The Stipend will start to be paid after an official copy of the certification has been received and will be processed over the remaining pay periods.

**8.10 Method of Payment**

Teachers contracted for more than the basic duty year described in, Section 6.1, shall be paid in twenty-four (24) payments. Teachers contracted for the regular basic duty year as described in Section 6.1, after July 1, 2015, shall receive their salary in twenty-four (24) payments. Effective September 15, 2020, teachers who have previously elected the 19-pay option will be moved to the 24 payment payroll cycle.

Pay days shall be on the 15th and the last day of each month. In the event that a pay date falls on a weekend or legal holiday, the payday shall be the preceding day. The first payday shall be September 15 of each year. For those teachers on the nineteen (19) payment plan, the last payment shall be paid on the first pay period following the last duty day. The District may choose to move payroll to 26 payments and pay every other Friday. In the event the District plans to move pay dates, it will give the Union not less than six (6) months of notice and meet and confer on the plan for implementing the change.

Extra compensation associated with additional services which appear on the basic contract of the teacher shall be paid pursuant to this Section 8.10. Payment for additional services based on a letter of assignment shall be paid at the conclusion of the activity or may be set up by Human Resources to be paid with regular pay dates over the course of the activity. Compensation for summer employment shall be paid in three (3) installments, based on approved hours worked, to be submitted by the teacher in accordance with the District payroll calendar.

**8.11 Deduction**

In the event that a teacher employed for the regular duty year as described in Section 6.1, is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction shall be the teacher's basic annual contract salary, divided by the number of duty days, for each day's absence. In the event that a teacher's duty year is different than the regular duty year described in Section 6.1, the divisor shall be adjusted accordingly.

**8.12 Long-Term Substitute Teachers**

Substitute teachers employed to replace the same teacher for more than fifteen (15) consecutive school days shall be considered long-term substitutes. Long-term substitutes will be paid \$200/day. Substitute teachers are not eligible for District benefits, except as provided below. Long-term substitutes who have worked thirty (30) consecutive days to replace the same teacher will be eligible for union membership and dues deduction in Art 5.3. If the assignment for the same teacher extends more than ninety (90) school days, then the substitute

teacher's status will change and the employee will receive a Temporary Contract and be retroactively paid at the regular contract rate for days worked in that assignment. The Long-term substitute will also be eligible for insurance benefits the first of the month following the 90th day. If the Human Resource Department knows that the assignment for the same teacher will be longer than 90 days, then the assignment will be set up with a Temporary Contract from the beginning and paid at the regular contract rate. If the Long-term substitute is subsequently hired by the District for the following fall of the next school year, that teacher shall be given experience credit for step placement as long as they worked 100 school days for the same teacher. The year will also be counted as the first year of probation if the long-term substitute worked 120 instructional days for the same teacher.

### **8.13 Part-Time Teachers**

Except as otherwise expressly provided in this Agreement, teachers employed for less than an average of fourteen (14) hours per week and eighty-five (85) days per year shall be compensated pursuant to District policy and shall not be subject to the provisions of this Agreement for compensation purposes. However, compensation for such teachers shall not be less than that as provided in current policy.

## **ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENT**

### **9.1 Assignment of Extracurricular Duties**

The Superintendent or designee may assign the teacher to extracurricular assignments subject to established compensation for such services which exceed the teaching or nonteaching services prescribed in the basic contract. Such assignments shall not be made without the consent of the teacher except on a temporary basis when no qualified teacher is available to take the assignment. Said extracurricular assignment may or may not appear in the individual contract. Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract unless expressly so provided in the individual contract.

### **9.2 Extracurricular Compensation**

The salaries reflected in Schedules C-2, C-3, C-4, and C-5, attached hereto, shall be a part of this Agreement for the 2019-20 and 2020-21 school years.

The positions listed in Schedules C-2, C-3, C-4, and C-5 constitute the rates of pay for extracurricular positions. However, there is no obligation to make any particular assignment if the District determines it inappropriate to do so.

Certain basic expectations for the positions listed in Schedules C-2, C-3, C-4, and C-5, as delineated by the principals before contracts are signed, shall be a condition of the assignment.

### **9.3 Special Services Compensation**

The wages and salaries reflected in Schedule C-1, attached hereto, shall be a part of this Agreement for the 2019-20 and 2020-21 school years.

### **9.4 Department Heads/Elementary Grade Level Chairs**

Department heads/elementary grade level chairs shall be assigned by letter of assignment.

Certain basic expectations for a department head as delineated by the principal before an assignment is made shall be a condition of the assignment. A description of duties and expectations will be provided to any department head/elementary grade level chair candidate prior to agreeing to fulfill said position.

### **9.5 Extended Time Assignments**

Extended time beyond the regular school year as defined in Section 6.1, shall be assigned by letter of assignment and compensated pursuant to Schedule C-1, attached hereto. Extended time assignments shall be made only upon mutual agreement between the teacher and the responsible administrator.

### **9.6 Counselor/Nurse/Social Worker Summer Work**

A secondary Counselor or Dean may receive up to ten (10) days; a district nurse and or school social worker may receive up to five (5) days to process enrollments and deal with schedule conflicts, case management issues and

complete other duties as delineated by the Principal or Student Services Director. These days shall be compensated at each individual's contract rate. These days shall be outside of their regular contracted number of days and not subject to continuing contract rights.

## **ARTICLE 10 - GROUP INSURANCE**

### **10.1 Selection of Carrier**

The selection of the insurance carrier and policy shall be made by the School District. Opportunity shall be afforded to the Association to meet and confer on such matters. The District shall contribute toward a portion of the premium for health insurance for the 2019-21 Health Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in any of the Employee, Employee+1, or Family coverage options. The employee shall pay the difference through payroll deduction between the District contribution listed below and the total cost of the health plan coverage selected.

#### **10.2A District Health Insurance Program Non-Deductible/Standard:**

District Contributions Standard-Plan A	Employee	Employee + 1	Family
July 1, 2019	\$465/mo	\$850/mo	\$1,240/mo
July 1, 2020	\$480/mo	\$900/mo	\$1,300/mo

#### **10.2B District Health Insurance Program Deductible/VEBA:**

District Contributions VEBA-Plan B	Employee	Employee + 1	Family
July 1, 2019	\$570/mo	\$1,180/mo	\$1,600/mo
July 1, 2020	\$600/mo	\$1,240/mo	\$1,650/mo

For eligible employees who select the \$1,000 Deductible Health Insurance Plan, the District will deposit \$1,000 annually into an employee owned Health Reimbursement Account (HRA) during active employment. The District will deposit that amount at the beginning of the plan year.

### **10.2C Married Couples**

In the case of two District teachers covered by this agreement who are married to each other, the couple may elect to have both employees participate in the VEBA program separately with one health insurance policy coverage as long as this election is cost neutral or may create a cost savings for the District. Beginning 2015-16, for employees that are married to each other and participating in the VEBA program, the District shall contribute an additional amount toward the teacher contribution of an amount not to exceed the single VEBA contribution for that year.

### **10.3 Dental Insurance**

The District shall contribute toward a portion of the premium for dental insurance for the 2019-21 Dental Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in either Employee or Family coverage options. The employee shall pay the difference between the District contribution and the total cost of the dental plan coverage selected.

District Dental Contributions	Employee	Family
July 1, 2019	\$52/mo	\$95/mo
July 1, 2020	\$52/mo	\$95/mo

In the event that a successor agreement has not been entered into by July 1, 2021, School District's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 2020.

**10.4 Group Income Protection (Long Term Disability or LTD)**

The District shall pay the premium for the income protection insurance in force on the effective day of this Agreement for all eligible teachers who qualify for and are enrolled in the group income protection plan.

Subject to the provisions of the policy, the plan provides for a benefit of 2/3 of basic income as provided in Schedule A or Schedule B hereof. The plan shall include a cost of living adjustment factor.

When a teacher is placed on long-term disability under the provisions of Section 10.4, the District shall continue its contribution in the dollar amount in effect at such time for the disabled teacher toward the group medical insurance plan as provided in Section 10.2 for a period of five (5) years from the date of placement on long-term disability, or the teacher reaches the age of Medicare eligibility, whichever occurs first.

**10.5 Life Insurance**

The District shall provide a group term life insurance plan providing \$50,000 of life insurance for each eligible teacher employed by the District who qualifies for and is enrolled in the life insurance plan.

**10.6 District Medical Insurance Contribution for Eligible Retirees (hired prior to July 1, 2005)**

- A. Eligibility: Pursuant to Minn. Stat. §471.61, teachers eligible for retirement benefits from the State of Minnesota, who have completed at least fifteen (15) years of experience credit within the District, and who are at least fifty-five (55) years of age, or teachers regardless of age who have completed at least twenty-five (25) years of teaching credit with the Minnesota State Teachers Retirement Association at least fifteen (15) of which involve service in the St. Louis Park District, shall be eligible for medical insurance benefits pursuant to the provisions of Section 10.6, upon submission of a written resignation accepted by the Board. This benefit shall not be granted to any teacher who is discharged for cause by the District. To be eligible for the benefits of Section 10.6, a teacher must be regularly employed at least one-half (1/2) time and compensated on the basic salary schedule.
- B. The teacher shall be eligible to continue participation in the District group medical insurance plan, if permitted by the terms of the policy with the insurance carrier. Except as otherwise provided in Section 10.6.3, the teacher shall pay the entire premium for such coverage.
- C. The District shall contribute the dollar amount provided in Section 10.2A-B in effect at the time of the teacher's retirement until the teacher reaches the age of Medicare eligibility or the expiration of five (5) years from the date of the teacher's retirement, whichever occurs first. The portion of the premium not contributed by the District shall be borne by the teacher. If a retired teacher is not eligible to continue to participate in the District's medical insurance plans because of geographical location, the District will contribute the dollar amount provided herein to a medical insurance plan for which the teacher is eligible and enrolled.

A teacher who has reached the age of Medicare eligibility and has maintained continuous coverage under Section 10.6, and has a spouse who is not Medicare eligible, shall be eligible to purchase group medical insurance at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse becomes eligible for Medicare or upon the expiration of five (5) years from the date the teacher became eligible for Medicare, whichever occurs first.

It is the responsibility of the teacher to make arrangements with the school business office to pay such monthly premium amounts, payable by the teacher, in advance and on such date as determined by the District.



**10.7 Health Care Savings Plan in Lieu of Retiree Health Insurance**

Employees hired after July 1, 2005 and eligible for health insurance coverage will participate in a Health Care Savings Plan (HCSP) in lieu of retiree health insurance in 10.6. Employees hired prior to July 1, 2005 and eligible for health insurance coverage who previously elected to participate in this HCSP may remain in this program with the understanding that it will not be retroactive and that there is no re-election of the retiree health insurance program (10.6) in the future. Employees who have completed the number of full years of employment by June 30<sup>th</sup> of any year after 2005 and who are eligible for health insurance coverage will receive the following annual contribution from the District to be placed in the employee's HCSP account:

\$ 0 annually	Completed 0-4 years in the District.
\$ 1,000 maximum annually	Completed 5-9 years in the District
\$ 2,500 maximum annually	Completed 10-14 years in the District
\$ 5,000 maximum annually	Completed 15+ years in the District

The maximum total District contribution that any employee can receive under this section is \$50,000.

**10.8 Group Medical Insurance Coverage for Retirees and Teachers on Unrequested Leave of Absence**

A teacher severing employment prior to Medicare eligibility but not eligible for the insurance contributions of Section 10.6, who is at least fifty-five (55) years of age, and has completed at least ten (10) years of continuous service in the District, shall be eligible for continued group medical insurance coverage, if permitted by the terms of the insurance policy, by paying the entire premium for such participation. The employee shall also be eligible for spouse coverage pursuant to Section 10.6.4.

Any teacher who is on unrequested leave of absence shall be eligible for continued group medical insurance coverage for as long as the teacher remains on unrequested leave of absence by paying the entire premium for such participation.

It is the responsibility of the teacher to make arrangements with the school business office to pay the monthly premium amounts in advance and on such date as determined by the District. The teacher's right to continue participation in such group insurance, however, shall discontinue upon the teacher's reaching the age of eligibility for Medicare. The right to participation pursuant to Section 10.7 shall not be retroactive in application.

**10.9 Claims Against the District**

The District's only obligation under Article 10 is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits.

**10.10 Duration of Insurance Contribution**

Except as otherwise provided in this Agreement, a teacher is eligible for monthly District contributions as provided in Article 10 as long as the teacher is actively employed by the District. If termination of employment occurs before the end of the school year, all District contributions shall cease at the end of that month. However, a teacher who qualifies pursuant to Section 10.11 and who finishes the school year, shall be entitled to District contributions for medical, dental, and life insurance until the end of the insurance year on August 31 following termination.

**10.11 Eligibility**

- A. A teacher shall be eligible for full benefits of Article 10 if employed full-time (1.00 FTE).
- B. A teacher employed less than full-time but at least an average of fourteen (14) hours per week or .37 FTE time shall be eligible for District contributions toward group insurance on a proportionate basis as follows: The District shall pay a prorated percent of the group insurance premiums based on the percent of time worked by the teacher at a minimum of .37 FTE time or greater.
- C. Teachers who are employed for fewer than an average of fourteen (14) hours per week are not be eligible for the provisions of Article 10.

- D. For purposes of qualifying for eligibility pursuant to this Section 10.11, the workload of a teacher as of September 15 and February 15 shall be deemed to be the workload for such period of time, notwithstanding any variation in work between said dates.

## **ARTICLE 11 - LEAVES OF ABSENCE**

### **11.1 Basic Leave Allowance**

A leave allowance of twelve (12) days with pay shall be granted for each full school year, provided a teacher has served for a minimum of twenty (20) duty days each year. Leave not used during any school year shall accumulate without limit. Teachers who are employed after the commencement of the school year shall receive basic leave on a pro rata basis.

### **11.2 Sick Leave**

- A. A teacher may use one (1) day of accumulated leave for each day of personal illness or disability. Sick leave pay shall be allowed by the District whenever a teacher's absence is found to have been due to illness or disability which prevented the teacher's attendance at school and the performance of duties on that day or days or as otherwise allowed in Section 11.2. A teacher may use one (1) day of accumulated sick leave for each day of illness or disability of the teacher's dependent child, dependent child shall be defined as twenty-three (23) years old and younger. Dependent child shall also include any child residing in or who has resided in the same household as the teacher for at least six (6) months.
- B. Use of sick leave with pay, beyond what is defined in Section 11.2, will be available to the employee based on MN State Statute 181.9413, up to a maximum of 160 hours of unused accumulated sick leave in any school year for eligible employees.
- C. The District may require a teacher to furnish a medical certificate as evidence of illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised. The District may require that a teacher furnish a medical certificate of evidence of illness or disability when taking leave for a member of their immediate family as defined by MN State Statute 181.9413
- D. For necessary absence because of illness or disability in the immediate family, the teacher may, upon approval of the responsible administrator, use up to five (5) of the days from accumulated leave allowance in any one school year at no salary deduction. The immediate family shall be interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law and mother-in-law. In the case of a dependent child, a dependent child shall be defined as twenty-three (23) years or younger, refer to Section 11.2.A. The District may use its discretion to grant additional days if it deems it appropriate or necessary.
- E. For necessary absence because of illness or disability in the close family, the teacher, upon approval of the responsible administrator, may use up to five (5) of the days from accumulated leave allowance in any one school year at no salary deduction. The close family shall be interpreted to mean grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, and sister-in-law. Close family shall also include any other person residing in or who has resided in the same household as the teacher or who clearly stands in the same relationship with the teacher for at least six (6) months. The District may use its discretion to grant additional days if it deems it appropriate or necessary.
- F. After accumulated leave has been used, and under conditions of a chronic or continuous illness disability as certified by a medical doctor, an additional number of days of sick leave may be granted for the duration of such illness or disability in accordance with M.S. §122A.40, Subd. 12.
- G. At the time a teacher becomes eligible to receive long-term disability compensation as provided in this Agreement, the teacher shall so long as the LTD policy allows, will be allowed to coordinate the use of LTD and basic leave pay so as not to receive more than the teacher's full regularly scheduled salary payment.

Only the fraction of the regular pay not covered by LTD will be deducted from the teacher's accrued accumulated leave as long as the teacher continues on long-term disability compensation.

- H. When a teacher is injured on the job in the service of the District and is collecting worker's compensation insurance payments, as well as drawing on sick leave and receiving full salary from the District, said teacher's salary shall be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance shall be deducted from the teacher's accrued leave.

### **11.3 Emergency Leave and Personal Leave**

- A. A teacher shall be granted two (2) personal days that are not to be added or subtracted from leave time. Teachers may carry over up to two (2) personal leave days to have a maximum of four (4) days in any one year. Notification of the use of such leave must be made by requesting the time off in the District absence management system at least five (5) days in advance, except in cases of emergency. If an emergency makes it impossible to submit a written notification in advance, the teacher will still enter the absence in the District absence management system as soon as possible and before the school day begins. The teacher will also call their immediate supervisor or the Human Resources Director and then confirm the need for the emergency absence in writing immediately upon the return of the teacher. The request shall state the reason for the proposed leave. The Human Resources Director reserves the right to refuse to grant such leave.
- B. Normally, the number of personal leave days granted shall not exceed two (2) per day in any elementary building, three (3) per day at the middle school and four (4) per day at the high school.
- C. In case of religious holidays or emergency, additional leave with pay may be granted by the responsible administrator.

### **11.4 Bereavement Leave**

Employees eligible for sick leave also may be granted up to five (5) days bereavement leave within a contract year for death in the immediate family or close family (as defined in Section 11.2). The amount of leave allowed under this provision is subject to the discretion of the Director of Human Resources and may depend on circumstances such as distance, the individual's responsibility for the funeral arrangements, and the employee's responsibility for taking care of the estate of the deceased, and shall not be deducted from sick leave. Additional requests for Bereavement consistent with this section may be granted and days in excess of five Bereavement Leave (5) days would be deducted from available sick leave. Requests to be absent from work for other than immediate or close family (as defined in Section 11.2), may be granted based overall qualifying attendance and ability to cover the assignment. Any of these days granted would be deducted from available sick leave. Documentation, such as an obituary or funeral program, may be requested by the District for any bereavement leave request.

### **11.5 Military Leave**

Military leave shall be granted pursuant to applicable laws.

### **11.6 Jury Duty Leave**

A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the District.

**11.7 Sabbatical Leave**

- A. A sabbatical leave of absence for professional study may be granted to a teacher in the District, subject to the provisions of Section 11.7.
- B. In order to be eligible for sabbatical leave, a teacher must have completed at least seven (7) consecutive full school years of employment in the St. Louis Park Public Schools since the teacher's initial date of employment or the expiration of such teacher's last previous sabbatical leave.
- C. The number of sabbatical leaves granted in any one year shall not exceed three (3).
- D. The proposed program of study must be approved in advance by the Superintendent of Schools. The professional study for which sabbatical leave is granted shall be related to the teacher's assignment, unless otherwise agreed to in writing.
- E. The allowance granted to a teacher on sabbatical leave shall be one-half (1/2) of the basic contract salary (not including any extracurricular pay) of the individual for the school term in which the sabbatical leave is taken. Sabbatical leave will be granted for one regular school year.
- F. A teacher receiving a sabbatical leave of absence must agree in writing to return to the District for at least two (2) years of service after completion of the sabbatical leave. A teacher who has received a sabbatical leave and fails to complete two (2) years of service with the District, for any reason other than placement on an unrequested leave of absence or incapacity to teach, shall refund monies received from the District for sabbatical leave and said monies shall be due and payable to the District forthwith upon the cessation of employment in the District.
- G. Applications for sabbatical leave shall be submitted in writing to the Superintendent of schools no later than March 1 of the preceding school year. Additional information may be submitted up to March 15. Notice of action by the Superintendent and Board shall be given prior to April 15. The teacher must confirm acceptance of a sabbatical leave offer by May 1.
- H. Upon satisfactory completion of a sabbatical leave, the teacher shall be assigned to a position commensurate with the one occupied prior to the leave.
- I. A teacher shall be eligible to continue group insurance benefits, if permitted by the terms of the policy, including the District contribution, pursuant to Article 10.
- J. A teacher returning to the District from sabbatical leave shall be entitled to placement on the salary schedule the same as if the teacher had been teaching during the year.

**11.8 General Leaves of Absence**

- A. Teachers in the District may apply for an unpaid leave of absence subject to the provisions of this Section 11.8. The granting of such leave shall be at the discretion of the District. The District may grant teachers with less than three (3) years of experience in the District leaves under unusual circumstances at the District's discretion.
- B. Such leave may be granted by the District for overseas teaching, Peace Corps, Vista, National Teacher Corps, extended illness of the teacher, extended illness of the teacher's family, civic activities, alternative occupational experiences, employee organization activity, public office, or other reasons deemed appropriate by the District.
- C. A teacher on such leave shall notify the District in writing no later than March 1 of the teacher's intention to return at the conclusion of the leave or request an extension of the leave. A teacher will be notified at the time requesting the leave of this March 1 notice requirement as a condition of granting the leave. Failure of the teacher to notify the Human Resource Department will be processed as a resignation at the end of that school year. The Human Resource Department will contact PAT and the teacher between January 15 and February 15 reminding them of the end of the leave and need to notify the HR Department by March 1. After March 1, the HR Department will send one certified letter to the teacher's address on

file notifying the teacher that they did not notify the District by March 1 and that by March 15, if they do not hear from the teacher, it will be deemed a resignation. The granting of an extension shall be at the discretion of the District. The District may also at its discretion waive the March 1 notice date if the District determines there are special circumstances involved.

**11.9 Child Care Leave**

- A. The District shall grant, upon request of the teacher, a child care leave, without pay, to one parent of a preschool age child, natural or adopted, subject to the provisions of Section 11.9. For purposes of Section 11.9, the term "child care" shall include but not be limited to the period of time when a teacher is pregnant.
- B. In the event of pregnancy, a teacher may continue her duties until the onset of the disability and thereafter utilize disability leave with pay during the period of disability. Thereafter, a teacher may request a childcare leave. However, if the teacher requests a child care leave prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of child birth and recovery.
- C. In the interest of planning for staffing, a teacher seeking a child care leave shall notify the Human Resources office in writing, as soon as practicable, concerning the teacher's plans relating to the period of absence for the child care leave.
- D. A teacher may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the teacher and the Superintendent, or designee, taking into account the continuity of the instructional program and the desires of the teacher.
- E. In approving a child care leave of absence, the District shall not be required to grant any leave more than twelve (12) months in duration or permit the teacher to return to their employment prior to the date designated in the approved child care leave.
- F. A teacher returning from childcare leave shall be reemployed in a teaching position for which the teacher is qualified.
- G. All sites will provide a lactation room.
- H. The applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period. (For insurance, benefits and seniority, see Sections 11.10, 11.11, and 11.12.)
- I. Adoption Leave: A teacher may also utilize accumulated leave allowance, not to exceed 20 days, with no salary deduction, for the necessary absences related to the adoption of a child.
- J. Parental Leave: A parent, following the birth of the teacher's child, may use up to 20 days of accumulated sick leave. The birth mother may access additional parental leave in this section after the period of incapacitation and use of sick leave that occurred immediately following the birth of the child. The leave must commence within the first twelve (12) months of the birth. A teacher accessing Adoption Leave in 11.9.I, is not also eligible to access the additional Paternity Leave under this section.

**11.10 Insurance Application**

A teacher on unpaid leave under Article 11 is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain commencing with the beginning of the leave. It is the responsibility of the teacher to make arrangements with the school business office to pay to the District the monthly premium amounts in advance and on such date as determined by the District. The right to continue participation in such group

insurance programs, however, shall discontinue upon termination of employment or failure to pay the employee's portion of the premiums.

**11.11 Accrued Benefits**

A teacher on unpaid leave under Article 11 shall retain such number of leave days, experience credit for pay purposes, and other accrued benefits, if any, at the time the teacher went on leave for use upon said teacher's return. No additional leave, experience credit for pay purposes, or other benefits shall accrue for the period of time that a teacher is on leave.

**11.12 Seniority**

For purposes of seniority standing, a teacher on leave, pursuant to Article 11, shall continue to accrue seniority during such leaves of absence.

**11.13 Eligibility**

The provisions of Article 11 shall apply to full-time teachers and on a pro rata basis for those teachers working at least an average of fourteen (14) hours per week and eighty-five (85) consecutive days per year. The benefits of Article 11 shall not apply to teachers working less than fourteen (14) hours per week and eighty-five (85) consecutive days per year.

**ARTICLE 12 - VACANCIES AND TRANSFERS****12.1 Publishing of Notice of Vacancy**

The District shall publish written notice of vacancies in professional positions that occur in the District. The official posting shall be on the Human Resources online application process and available to all teachers. Vacancies shall not be filled until notice of such vacancy has been posted for at least ten (10) teacher working days. However, during the summer recess, ten (10) calendar days shall apply for purposes of notice as provided in Article 12.1. A position description and other pertinent information shall be accessible to all applicants. The District may fill vacancies temporarily pending the posting and processing of applications. Any vacancy occurring fewer than thirty (30) days prior to the first duty day of a given school year shall be posted, but the ten (10) day period shall be waived for such vacancies.

Any teacher possessing the necessary qualifications may apply for a vacancy and all qualified applications shall be considered. All applications shall be in conformance with prescribed application procedures for the particular vacancy.

Any teacher who wishes to receive notice of vacancies will be able to sign up for notification of postings through the Human Resource application and job posting system.

Unsuccessful candidates for a position shall be notified in writing within one (1) week of the filling of the vacancy.

**12.2 Transfers - Voluntary**

Any teacher desiring a transfer shall submit a written request to the Superintendent or designee by March 15 of any school year stating the specific assignment or nature of the assignment and the school or schools preferred. Such request shall be acknowledged in writing.

Each transfer applicant shall be notified of the status of their application by May 15 of the school year in which the request is made.

**12.3 Transfers - Involuntary**

- A. Notice of involuntary transfer shall be given to the teacher involved as soon as practicable. A list of open teaching positions in the District shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred.

- B. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or designee, at which time the teacher shall be notified, in writing, of the reasons for the transfer.

**12.4 Waiver of Posting and Application Requirements**

- A. In the event that two or more teachers mutually agree to an exchange of positions for a specified period of time not to exceed one (1) year, and make such request in writing to the Superintendent or designee, such an exchange may be approved by the Superintendent without reference to the posting, notice or other transfer procedures of Article 12.
- B. Upon the expiration of the time period for the exchange, the two or more teachers shall return to their prior respective positions.
- C. The approval of any such exchange of teaching positions as provided in Article 12.4 shall be in the sole discretion of the Superintendent or designee.

**12.5 Policy**

The Superintendent shall promulgate a district-wide administrative regulation on transfers, supplementing the provisions of this article. The District shall meet and confer with the association regarding the administrative regulation. The administrative regulation shall be a part of District policy and shall not be a part of this contract.

**ARTICLE 13 - UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY****13.1 Purpose**

The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10. which shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of Districts.

**13.2 Definitions**

For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

- A. Teacher: "Teacher" shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd.1. or M.S. 122A.41 Subd.1(a).
- B. Qualified: "Qualified" shall mean a teacher who is licensed in the subject matter category and who is currently teaching or has successfully taught such subject matter category within the past ten (10) years in this District.
- C. Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service (contracted in a Tier 3 or Tier 4 license) in the District. Tier 1 and Tier 2 teachers will not have seniority for the purpose of this Article.

Teachers employed as District-wide TOSA, coordinators, and other similar positions will maintain seniority in the area of licensure held in their previous SLP teaching assignment.

Teachers employed directly into District-wide coordinator and other specialist roles will be considered for seniority purposes as part of the subject matter area most closely related to the teacher's current assignment and teacher licensure as determined by the District.

School Nurse, School Psychologists, Occupational Therapists, Physical Therapists, Speech Therapists, School Counselors, School Social Workers, Deans and other similar positions will maintain seniority within their position's group.

ABE/ECFE should have seniority based on Article 18.4 and not the provisions of this section.

**13.3 Unrequested Leave of Absence (ULA)**

- A. Terms: The Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of up to three (3) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the District Human Resource Director by March 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the Union and the Board.
- B. Notice: The District will notify individual teachers and PAT President by district email of the intention to discontinue positions and recommend the teacher for unrequested leave of absence, before the actual action is presented to the Board. The District's notice to the individual teacher proposed for placement on unrequested leave of absence will include the following elements:
  - 1) state the applicable grounds for the proposed placement;
  - 2) provides notice to the teacher of their right to request a meeting with the District and PAT representative to review the proposed placement within 10 working days from the receipt of the notice; and
  - 3) provides notice to the teacher that failure to request this meeting will be deemed acquiescence to the District's proposed placement action.
- C. Right for Hearing and Decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a meeting with the Superintendent or designee and PAT Representatives to challenge the proposed action, review facts and ensure that the proposed actions are consistent with this ULA process. If the District and PAT agree that the process was correctly followed, then the District's decision will stand. If the District and PAT disagree on the proposed actions, then the District will secure an Administrative Law Judge for a hearing of the facts presented by PAT and the District and a determination of the appropriate action. The ALJ hearing will be within 10 days of the initial review meeting. The ALJs determination on the matter presented will be final.
- D. Final Notice to Teachers: Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required in 13.3.B and if needed final decision in 13.3.C above. Individual teachers will receive a letter of final notice of the School Board's action to place them on unrequested leave pursuant to this ULA process.
- E. Placement on ULA: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exceptions:
  - 1) No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a "Teacher Improvement Plan" as provided for in the "Teacher Evaluation and Peer Review Process" required in M.S. 122A.40, Subd. 8. The teacher on the "Teacher Improvement Plan" would be considered least senior and be the teacher placed on ULA.
  - 2) Teachers who are qualified to teach advanced placement courses, concurrent enrollment courses, or other similar specialized courses and Teachers on Special Assignment may be held exempt from the ULA process outlined in this article at the sole discretion of the District administration.
  - 3) The District may retain a junior teacher as an exception to the seniority provisions of this article on the basis of programmatic needs if the operation of the seniority provisions would significantly impair the effectiveness of the educational program. In order to make an exception to the seniority provisions herein, the burden is on the District to demonstrate that the operation of the seniority provisions would have an adverse effect upon the educational program due to lack of particular or



unique skills on the part of the senior teacher for a particular position requiring particular skills, qualifications and experience.

- a. The exception shall not apply if the adversely affected teacher can demonstrate that the particular or unique skills required can be acquired by that teacher within the following school year. The exception allowed in this Article 13.6 also would not apply to extracurricular assignments in nonacademic areas.
  - b. The District shall notify the teacher affected, with a copy to the association, of any determination to make such exceptions to the seniority provisions of this article by February 15 of the year in which the proposed unrequested leave of absence action will occur. Upon appeal of such decision by any teacher who, as a result of such action, would be placed on unrequested leave of absence, and without said exception would not be so affected, the Superintendent shall meet with the appealing teacher within seven (7) calendar days to consider the appeal of such matter. At such meeting, the District shall present its evidence in support of the exception. The decision of the Superintendent shall be rendered in writing to the appealing teacher within ten (10) calendar days after the meeting.
  - c. If the appealing teacher is not satisfied with the decision of the Superintendent, the matter may be submitted immediately to arbitration, provided a request for arbitration is made within seven (7) calendar days after receipt of the Superintendent's decision. The parties agree that they will engage an arbitrator to rule on the District's determination within twenty (20) calendar days after selection of the arbitrator. The arbitration process shall be consistent with the provisions of the arbitration clause of the grievance procedure, except the full cost of the arbitrator's fees and expenses, if any, shall be borne by the District.
- F. Affirmative Action Program: This section shall not apply if its application will result in any violation of the District's affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.
- G. Tie-Breaker: In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for purposes of reduction shall be at the discretion of the District based on criteria including performance, training, experience, skills in special assignments, special or advanced certifications obtained in the teacher's field and subject matter employed, and other relevant factors.
- H. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the District earned prior to the commencement of such leave.
- I. Benefits While on ULA: Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.
- J. Continuing Contract Rights and Service Credits While on ULA: The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

- K. Annual Notification of Desire to Return: The teacher shall be required to notify the District Human Resource Director by March 1st of each year of their continued interest in being reinstated to a position for the following fall school year. Notification will be an emailed statement requesting reinstatement from the unrequested leave of absence.

**13.4. Realignment**

For purposes of placement on ULA or recall from ULA, nothing in this article, shall require the District to reassign a senior teacher to a different position for which that teacher is not qualified, as defined in 13.2 above, reassign a senior teacher to a different subject matter category to accommodate the seniority claims of a junior teacher, nor shall it require the District to assign a senior teacher to a substantially different grade level assignment to accommodate the seniority claims of a junior teacher.

**13.5. Dropping of License**

A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

**13.6. Reinstatement**

- A. Process: No new teacher shall be employed by the District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in the District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.
- B. Notices: When placed on ULA, a teacher must file their name, current address and email address, to which any notice of reinstatement or availability of position shall be emailed, by the District Human Resource Department. Proof of service by the person in the District sending such notice to the teacher at the last known email address shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding or updating of email and contact information. Failure of a notice to reach a teacher shall not be the responsibility of the District if any notice has been emailed as provided in this Article.
- C. Acceptance of Reemployment: If a position becomes available for a qualified teacher on ULA, the District shall send a certified letter to the teacher and email the notice to the PAT President and the teacher. The teacher shall have ten (10) days from the date of such email notice to accept the reemployment. Failure to accept, in writing (email reply shall be deemed sufficient), within such ten (10)-day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights. If the position is for a lesser FTE than the full reinstatement rights provide, the teacher will retain rights to recall to full position for the full period specified in 13.6.E.
- D. Substitute Assignments: If a teacher on the recall list is offered and accepts a substitute position, the teacher shall retain reinstatement rights to a teaching position for the period specified in 13.6.E.
- E. Reinstatement Rights: Reinstatement rights shall automatically cease three (3) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the Board and the qualified teacher.

**13.7. Establishment of Seniority List**

- A. Preparation: The Human Resource Director shall annually cause a seniority list (by name, date of employment, qualification, and subject matter or field) to be prepared from its records by February 1 of each year. The Human Resource Department will share the seniority list with the Union President and make it available for review by teachers.

- B. Request for Change: Any teacher whose name appears on the seniority list and who may disagree with the order of seniority on the list shall have ten (10) days from the date seniority list is shared with the PAT President and made available to teachers to supply written documentation, proof, and request for seniority change to the Human Resource Director or Superintendent.
- C. Final List: Within ten (10) days thereafter, the District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the District deems warranted. A final seniority list shall thereupon be prepared by the District and shared with the Union. The final agreed upon seniority list shall become the official list and is binding on the District and any teacher.

**13.8. Filing of Licenses**

In any year in which a reduction of teaching positions is occurring and the Board is placing teachers on ULA, only those licenses active with the Professional Licensing and Standards Board (PELSB) or other proper teacher licensing agency as of February 1 that year shall be considered for purposes of determining lay-off within areas of licensure for the following school year. A license filed after February 1 shall be considered for purposes of recall but not for the current reduction.

**13.9. Effect**

This Article governs the seniority and layoff rights for teachers and does not also imply any continuing contract rights under M.S. 122A.40 that are not provided by that statute.

**13.10. Resolution of Disputes**

Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in 13.3.C of this ULA process and, therefore, shall not be subject to the grievance procedure.

**ARTICLE 14 - DEFERRED COMPENSATION****14. Deferred Compensation Matching Program**

- A. All eligible teachers as defined in Section 14.1, after completing four years and beginning in their 5<sup>th</sup> year of teaching in the St. Louis Park Public District will be eligible to participate in the matching program beginning in the 2003-2004 school year. The District will match the amount the teacher is contributing up to the amounts defined in Section 14.D. Teachers hired on or after July 1, 1998 will not be eligible to participate in the District's severance program.
- B. Eligible teachers must elect to participate in the deferred compensation program. Participation will continue at the same level until the Payroll Department is notified in writing of any change.
- C. The District will pay its matching share of FICA and TRA taxes as provided in Minnesota Deferred Compensation legislation until legislation changes.
- D. The District will match eligible teacher contributions teacher salary schedule earnings including any Career Increments based on the schedule below:
  - 0-2 years of service completed = up to 1.0%
  - 3 or more years of service completed = up to 2.5%. Effective July 1, 2020, this contribution match will increase up to 2.65% of eligible teacher contributions.
- E. District participation in the program will not exceed \$47,500 maximum lifetime in the District.
- F. Teachers hired prior to July 1, 1998 and who elected by June 30, 2004 can continue to participate in the Deferred Compensation program on a voluntary basis, but will not be eligible in both the Deferred Compensation and the former Severance plan. Teachers who elected to participate in this program on or before June 30, 2004 may continue with this program and cannot change back to the District's severance matching plan.

**ARTICLE 15 - TEACHER EVALUATION****15.1 Evaluation**

All formal evaluations of teachers shall be conducted openly and with full knowledge of the teacher concerned by an administrator or supervisor of the District. It is understood that formal evaluations of teachers shall not be performed by a member of the appropriate unit.

**15.2 Procedure**

All formal evaluations of teachers shall be in writing. Two (2) paper copies of the written evaluation or access online shall be submitted to the teacher at the time of personal conference or within five (5) working days thereafter, one (1) to be signed and returned to the administration, the other to be retained by the teacher. In the event of an online process, the teacher would sign online and may print a copy or access later online. In the event that the teacher feels the evaluation was incomplete or unjust, they may put their objections in writing and have them attached to the evaluation report to be placed in their personnel file. All evaluations shall be based upon valid criteria.

**ARTICLE 16 - CORRECTIVE ACTION****16.1 Corrective Action**

The District recognizes the concept of progressive discipline. The purpose of the taking corrective action through progressive steps of coaching and discipline is to inform the employee of the correct way to perform the job and of any consequences for not making needed changes. The corrective action process consists of informal and formal steps consisting informal coaching conversations and of formal actions of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) discharge. The teacher shall be allowed representation at any stage of formal discipline. A conference between the teacher and their supervisor shall be held prior to the imposition of written reprimand, suspension without pay or discharge. Normally the District will utilize the levels of progressive discipline, in order. However, in the case of more serious infractions, the District reserves the right to impose discipline, at any level, consistent with the seriousness of the infraction. Normally, a written warning and time to correct, when appropriate, will precede suspension without pay or discharge.

**16.2 Grounds for Disciplinary Action**

The imposition of an oral reprimand shall not be subject to the grievance procedure. A teacher may challenge the contents of any written materials pursuant to the provisions of Minn. Stat. §122A.40, Subd. 19. A teacher shall be suspended without pay only for just cause and such action shall be subject to the grievance procedure. A teacher who is the subject of a discharge shall be governed by Minn. Stat. §122A.40, and such action shall not be subject to the provisions of Article 16.

**16.3 Opportunity to Meet**

Suspension without pay shall be imposed only by the Superintendent. If a suspension without pay is to be considered pursuant to Section 16.2 hereof, the teacher shall be afforded an opportunity to meet with the Superintendent. The teacher may elect to have representation in attendance at any such meeting. In the absence of the Superintendent, another district office administrator may act as the Superintendent's designee for purposes of Section 16.3.

**16.4 Subject to Arbitration**

Suspension without pay shall take effect only after written notification from the Superintendent to the teacher stating the grounds for suspension without pay. The teacher shall have the right to invoke the grievance procedures set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent within five (5) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay, and length thereof, was appropriate considering all circumstances surrounding the action.

**16.5 Time of Suspension**

Suspension without pay shall take effect upon receipt by the teacher of the written notice of suspension or shall take effect as otherwise indicated in the written notice. The suspension shall continue in effect for the time period provided in the written notice of suspension without pay. The maximum suspension without pay shall not exceed the length of one school year.

**16.6 Suspension With Pay**

The parties acknowledge that the District has the right to impose a suspension with pay as a disciplinary action under special circumstances. Such an action on the part of the District would be subject to the just cause standard as provided for suspensions without pay.

**16.7 Application of Suspension Without Pay**

Suspension without pay shall not apply to a teacher who is removed from duty pending investigation of allegations, which period shall be covered by a paid suspension and which shall not be subject to the grievance procedure.

**ARTICLE 17 - GRIEVANCE PROCEDURE****17.1 Purpose and Procedures**

Good morale is maintained, whenever problems arise, by the sincere efforts of all persons concerned working toward constructive solutions in an atmosphere of courtesy, cooperation and good faith. The parties acknowledge that it is desirable for a staff member and their principal or other immediate supervisor to informally resolve grievances. However, since all matters cannot be resolved satisfactorily in this manner, a formal process must be provided as an alternative. Thus, this formal grievance procedure has been developed as a means of securing, at the lowest possible administrative level, prompt and equitable solutions to those disputes not settled on an informal basis.

The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure. Further, it is agreed that the investigation and processing of any grievance shall be conducted in a professional manner at such times as not to cause undue interruptions of established teaching schedules.

**17.2 Representatives**

The District may be represented during any step of this procedure by its designated representative. The teacher may be represented during any step of this procedure by the association. In the event a teacher does not desire representation by the Association or the Association does not process the grievance, the Association shall not assume any responsibility, including any cost, for the grievance. However, in such case, the individual grievant(s) shall be responsible for the appropriate share of expenses as provided in Section 17.6.5.

**17.3 Grievance Definition**

A "grievance" shall mean an allegation by a teacher or a group of teachers resulting from a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

**17.4 Definitions and Interpretations**

- A. The term "teacher," except where otherwise indicated, is considered to apply to all members of the appropriate unit.
- B. An "aggrieved teacher" or "grievant" is the teacher or teachers making the claim.
- C. The time limits provided in the grievance procedure shall be strictly observed but may be extended by written agreement of the parties concerned. In the event a grievance is filed after May 1 of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process such grievance prior to the end of the school year.
- D. Reference to "days" regarding time periods in this procedure shall refer to working days. A working day is defined as all days excluding Saturdays, Sundays and holidays as defined by state law.

- E. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday.
- F. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service or District email timestamp within the time period.
- G. A form which must be used for filing of grievances shall be provided by the District (Attachment E). Such forms shall be readily accessible in all school buildings.
- H. The District shall provide the association with copies of all grievances, answers thereto and any other correspondence between the grievant and the District relating to the processing of a grievance.

**17.5 Adjustment of Grievance, Time Limitation and Waiver**

The parties shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the District in the following manner: If a teacher believes there has been a grievance, they shall discuss the matter with the responsible administrator in an attempt to arrive at a satisfactory solution. If the grievance is not resolved as a result of this meeting, the grievance shall be reduced to writing, setting forth the facts and the specific provisions of the Agreement allegedly violated, and the particular relief sought. An alleged grievance must be presented in writing as promptly as possible and within twenty (20) days of the occurrence of the act or within twenty (20) days after the teacher acquired or should have acquired, through the use of reasonable diligence, knowledge of the alleged violation. Failure to file a grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the periods hereafter provided shall also constitute a waiver of the grievance.

- A. Level I: The written grievance, signed by the teacher involved must be presented to the responsible administrator within the time limits provided in Section 17.5. The responsible administrator shall meet with the teacher within ten (10) days after receipt of the written grievance and give a written answer to the grievance within ten (10) days of the meeting. The teacher has ten (10) days in which to either accept the answer or appeal it in writing to the next level.
- B. Level II: If the grievance has not been resolved in Level I, it may then be processed to Level II by presenting the written grievance to the Superintendent. The Superintendent or designee shall meet within ten (10) days after receipt of the written appeal to discuss the problem with the teacher. Within ten (10) days of the meeting, the Superintendent or designee shall submit their written answer to the grievant. The teacher has ten (10) days in which to either accept the answer or appeal it in writing to the next level. Such appeal shall be served in the office of the Superintendent.
- C. Level III: If the grievance has not been resolved at Level II, the grievance may be presented to the Board for consideration. The Board reserves the right to review or not to review the grievance, but must make that decision within fifteen (15) days after receipt of the written appeal. In the event the Board chooses to review a grievance, the Board or a committee thereof shall within fifteen (15) days, meet to hear the grievance. After this meeting, the Board shall have a maximum of fifteen (15) days in which to answer the grievance in writing. If the matter is not resolved at this level, the teacher has fifteen (15) days in which to either accept the answer or appeal it to arbitration by filing such appeal in the office of the Superintendent. The Board reserves the right at its own instance to review any decision under Level I or Level II of this procedure, provided the Board serves notice within fifteen (15) days after the decision is issued. In the event the Board reviews a grievance under this subdivision, the Board reserves the right to affirm, reverse or modify such decision.
- D. Denial of Grievance: Failure by the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level. This shall not negate the obligation of the District to respond in writing at each level of this procedure.

- E. Step 3 Waiver: Provided both parties agree in writing, Section 17.5.C may be bypassed and the grievance taken directly to arbitration.

**17.6 Arbitration**

- A. Procedure: In the event that the parties are unable to resolve a grievance, it may be submitted to arbitration as defined herein.
- B. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after five (5) days, the Union may request a list of seven (7) qualified arbitrators from the Bureau of Mediation Services (BMS) within fifteen days from the request for arbitration. The District and the unit representative shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The unit representative and the District shall, within fifteen (15) days after getting the list from the BMS, meet to strike names or attempt to agree upon the selection of an arbitrator. The request shall ask that the appointment be made within ten (10) days after the receipt of said request. Failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.
- C. Hearing: The grievance shall be heard by a single arbitrator. The grievant may be represented by association representative(s) and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
- D. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.
- E. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.
- F. Restriction on Arbitrator: The arbitrator shall not have the power to add to, subtract from, or to modify the terms of the Agreement.

**ARTICLE 18 - MISCELLANEOUS**

**18.1 Mileage Allowance**

Mileage allowance shall be paid for authorized use of personal cars in connection with District business in an amount as determined by District policy and in accordance with IRS guidelines.

**18.2 Excess Automobile Liability Coverage**

The District shall provide automobile liability insurance coverage for teachers, as excess to the automobile liability coverage carried by individual teachers, when their personal automobiles are used for District business.

**18.3 Publication of the Agreement**

Copies of this Agreement shall be posted on the District website and available to all members of the appropriate unit within thirty (30) working days after the Agreement is executed. Further, the Association may print up to fifty (50) copies of the Agreement for its use.

**18.5 Shared Positions**

Teachers sharing a position, if authorized by the District, shall participate in a shared position via the provisions of Board Policy GGAC, Shared Positions, and attendant administrative procedures.



**ARTICLE 19 - ECFE AND ABE TEACHERS****19.1 Application**

Effective upon the execution of this agreement, the provisions of this agreement shall apply to Early Childhood Family Education teachers (ECFE) and Adult Basic Education teachers (ABE), except as otherwise provided in this Article 18.

**19.2 Duty Day/Duty Year**

- A. Recognizing that the ECFE and ABE teachers work a nontraditional duty day and duty year, the provisions of Article 6 - The School Year, and Article 7 - The School Day, shall not be applicable except that ECFE and ABE teachers will have preparation time not less than that time provided in Article 7 proportional to their duty day.
- B. Hours of assignment shall be flexible as prescribed by the District and assigned on a semester basis
- C. Procedure for the addition and reduction of hours of assignment for ECFE and ABE teachers is as follows:
  1. When the total number of hours is reduced, the reduction in hours shall be from the workload of the least senior teacher first.
  2. When the total number of hours is increased through attrition or program expansion, such increased hours will be offered in seniority order to the most senior teacher whose current assignment as an ABE or ECFE teacher is less than their entitlement. The offer of additional hours may be declined and the offer will then follow in decreasing order of seniority.
  3. "Entitlement" shall mean a level of employment/assignment equal to the highest number of hours the teacher has achieved as an ABE or ECFE teacher on regular assignment in this district, but shall not exceed one full time equivalent (1.0 FTE). Any increase of entitlement, not to exceed 1.0 FTE, shall be by mutual agreement of the teacher and the District.
  4. An ABE or ECFE teacher's measure of full-time equivalent (FTE) shall be the ratio of the hours that teacher is employed to the total hours for a 1.0 FTE during a session. Total hours for a 1.0 FTE during a session shall be the number of session days times seven and one-half (7.5) hours. Session days shall include student contact days and other days when teachers are in attendance, such as in-service days and curriculum preparation days.

**19.3 Unrequested Leave of Absence and Seniority Policy**

The provisions and procedures as outlined in Article 13 - Unrequested Leave of Absence and Seniority Policy, shall generally be applicable to ECFE and ABE teachers, except ECFE teachers shall have a separate seniority list consisting only of ECFE teachers, and ABE teachers shall have a separate seniority list consisting only of ABE teachers. Seniority rights shall exist only within the particular categories; namely, a) regular K-12 teachers; b) ECFE teachers/ECFE Collaborative teachers; and c) ABE teachers. A teacher in one of the three categories shall have no seniority rights in either of the other two categories.

**19.4 Salary**

- A. ECFE teachers and ABE teachers shall be compensated on an hourly basis per the following schedules:

**2019-20 ABE/ECFE Schedule**

Step	BA	BA+10	BA+20
1	\$ 29.55	\$ 29.91	\$ 30.63
2	\$ 30.09	\$ 30.39	\$ 31.38
3	\$ 30.72	\$ 32.03	\$ 33.09
4	\$ 32.27	\$ 33.65	\$ 34.79
5	\$ 33.78	\$ 35.24	\$ 36.45
6	\$ 35.06	\$ 36.80	\$ 38.10
7	\$ 35.95	\$ 38.12	\$ 39.80
8	\$ 36.30	\$ 39.01	\$ 41.22
9	\$ 36.84	\$ 39.39	\$ 42.10
10	\$ 36.84	\$ 39.97	\$ 42.51
11	\$ 36.84	\$ 39.97	\$ 43.14
12	\$ 36.84	\$ 39.97	\$ 43.14

**2020-21 ABE/ECFE Schedule**

Step	BA	BA+10	BA+20
1	\$ 30.34	\$ 30.70	\$ 31.42
2	\$ 30.88	\$ 31.18	\$ 32.17
3	\$ 31.52	\$ 32.83	\$ 33.89
4	\$ 33.06	\$ 34.44	\$ 35.58
5	\$ 34.57	\$ 36.03	\$ 37.25
6	\$ 35.85	\$ 37.59	\$ 38.89
7	\$ 36.74	\$ 38.91	\$ 40.59
8	\$ 37.10	\$ 39.80	\$ 42.01
9	\$ 37.82	\$ 40.19	\$ 42.89
10	\$ 37.82	\$ 40.97	\$ 43.31
11	\$ 37.82	\$ 40.97	\$ 44.15
12	\$ 37.82	\$ 40.97	\$ 44.15

Note: The ABE/ECFE schedules above are prorated to an hourly basis from the BA to BA+20 Schedule A and Schedule B rates.

- B. Career Increment: Effective July 1, 2019, in recognition for completed years of service in the District, ABE and ECFE teachers who have completed the required years of service shall receive an additional Career Increment payment beyond the rate specified in 18.3.A. The career increments are non-cumulative and do not add on to each other or compound:
- After 15 years of service: \$ .50 additional per hour
  - After 20 years of service: \$1.00 additional per hour
  - After 25 years of service: \$1.50 additional per hour
  - After 28 years of service: \$2.00 additional per hour
- C. ECFE teachers and ABE teachers who have earned an MA shall be paid an additional one dollar (\$1.00) per hour above the above the salary rate in 18.3.A.
- D. Step Advancement shall occur only on July 1 and requires a minimum of 100 days of contracted instructional and staff meeting days since initial placement or last advancement. Step advancement will be effective for the first check in September.
- E. Additional non-instructional time assignments, such as, Curriculum Writing and grocery shopping will be paid at the Schedule C-1 Curriculum Writing or Extended Employment Hourly Rate.
- F. Accordingly, the provisions of Article 8 - Basic Compensation and Article 9 - Extra Compensation and Assignment shall not be applicable; with the exception that Sections 8.3 Status of Schedule, 8.11 Deductions and 8.13 Part-Time Teachers, shall be applicable to this Article 18 for ABE/ECFE teachers.

**19.5 ABE/ECFE Deferred Compensation Matching Program**

- A. All ABE/ECFE teachers who are employed half-time or more, based the required years of service teaching in the St. Louis Park Public District will be eligible to participate in the matching. The District will match the amount the teacher is contributing up to the amounts defined in Section 19.5.D. District contributions will be on a pro-rata basis.
- B. Eligible ABE/ECFE teachers must elect to participate in the deferred compensation program. Participation will continue at the same level until the Payroll Department is notified in writing of any change.
- C. The District will pay its matching share of FICA and TRA taxes as provided in Minnesota Deferred Compensation legislation until legislation changes.
- D. Effective July 1, 2019, the District will match eligible ABE/ECFE teacher contributions based on the following schedule:
  - 0-2 years of service completed – up to \$750 per school year
  - 3 or more years of service completed - up to \$1,500 per school year. District participation in the program will not exceed \$47,500 maximum.
- E. The deferred compensation program outlined in Article 14 shall not apply to ABE/ECFE teachers

**19.6 Health Care Savings Plan**

ABE/ECFE teachers who are employed half time or more shall be included in the Health Care Savings Plan (HCSP) outlined in Sections 10.7 on a prorated basis based on their FTE level.

**19.7 Health Insurance Eligibility**

For full health insurance (ECFE only), 1.0 FTE shall be six and one-half (6.5) hours per day.

**ARTICLE 20 - DURATION****20.1 Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 and remain in effect until and including June 30, 2020 thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2019 and terminating on June 30, 2021, it shall give written notice of such intent at least ninety (90) calendar days but not more than one hundred and eighty (180) calendar days prior to the termination of this contract. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

**20.2 Effect**

This Agreement constitutes the full and completed Agreement between the District and the exclusive representative representing the teachers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**20.3 Finality**

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

**20.4 Severability**

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

20.5 Signatures

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

Park Association of Teachers  
6425 W. 33rd Street  
St. Louis Park, MN 55426

Independent School District No. 283  
6425 W. 33rd Street  
St. Louis Park, MN 55426

  
Authorized Representative

  
Chair

  
Authorized Representative

  
Clerk

  
Authorized Representative

  
Superintendent

  
Authorized Representative

  
Human Resource Director

Dated 9.27.19

Dated 9-27-2019

**SCHEDULE A -  
2019-20 SALARY SCHEDULE**

	Step	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA40/ Spec	EdD/ PhD
	1	41,000	41,500	42,500	43,000	43,653	44,920	46,188	47,456	48,721	49,989	51,596
	2	41,750	42,166	43,534	44,904	46,274	47,644	49,015	50,383	51,755	53,125	54,836
	3	42,630	44,446	45,918	47,390	48,861	50,336	51,807	53,280	54,753	56,225	58,041
	4	44,769	46,688	48,266	49,841	51,417	52,992	54,566	56,142	57,718	59,290	61,209
	5	46,864	48,897	50,581	52,257	53,934	55,613	57,291	58,967	60,644	62,322	64,345
	6	48,642	51,059	52,863	54,641	56,419	58,200	59,980	61,761	63,539	65,320	67,445
	7	49,882	52,886	55,222	56,993	58,874	60,746	62,632	64,519	66,403	68,288	70,499
	8	50,371	54,126	57,194	59,305	61,300	63,244	65,239	67,235	69,230	71,226	73,503
	9	51,114	54,657	58,412	61,415	63,483	65,477	67,544	69,611	71,677	73,744	76,069
	10	51,114	55,465	58,986	67,235	69,369	71,422	73,548	75,681	77,808	79,937	82,335
	11	51,114	55,465	59,859	71,004	73,261	73,598	75,792	77,990	80,183	82,378	84,849
	12	51,114	55,465	59,859	71,004	73,261	77,478	79,789	82,106	84,416	86,728	89,330
	13	51,114	55,465	59,859	71,004	73,261	77,478	79,789	82,106	84,416	86,728	89,330
	14	51,114	55,465	59,859	71,004	73,261	77,478	79,789	82,106	84,416	86,728	89,330
CI15 \$1500	15	52,614	56,965	61,359	72,504	74,761	78,978	81,289	83,606	85,916	88,228	90,830
	16	52,614	56,965	61,359	72,504	74,761	78,978	81,289	83,606	85,916	88,228	90,830
	17	52,614	56,965	61,359	72,504	74,761	78,978	81,289	83,606	85,916	88,228	90,830
	18	52,614	56,965	61,359	72,504	74,761	78,978	81,289	83,606	85,916	88,228	90,830
	19	52,614	56,965	61,359	72,504	74,761	78,978	81,289	83,606	85,916	88,228	90,830
CI20 \$1600	20	54,214	58,565	62,959	74,104	76,361	80,578	82,889	85,206	87,516	89,828	92,430
	21	54,214	58,565	62,959	74,104	76,361	80,578	82,889	85,206	87,516	89,828	92,430
	22	54,214	58,565	62,959	74,104	76,361	80,578	82,889	85,206	87,516	89,828	92,430
	23	54,214	58,565	62,959	74,104	76,361	80,578	82,889	85,206	87,516	89,828	92,430
	24	54,214	58,565	62,959	74,104	76,361	80,578	82,889	85,206	87,516	89,828	92,430
CI25 \$1700	25	55,914	60,265	64,659	75,804	78,061	82,278	84,589	86,906	89,216	91,528	94,130
	26	55,914	60,265	64,659	75,804	78,061	82,278	84,589	86,906	89,216	91,528	94,130
CI27 \$1800	27	57,714	62,065	66,459	77,604	79,861	84,078	86,389	88,706	91,016	93,328	95,930
	28	57,714	62,065	66,459	77,604	79,861	84,078	86,389	88,706	91,016	93,328	95,930
CI29 \$1900	29	59,614	63,965	68,359	79,504	81,761	85,978	88,289	90,606	92,916	95,228	97,830
	30	59,614	63,965	68,359	79,504	81,761	85,978	88,289	90,606	92,916	95,228	97,830

**SCHEDULE B -  
2020-21 SALARY SCHEDULE**

	Step	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA40/ Spec	EdD/ PhD
	1	42,100	42,600	43,600	44,100	44,753	46,020	47,288	48,556	49,821	51,089	52,696
	2	42,850	43,266	44,634	46,004	47,374	48,744	50,115	51,483	52,855	54,225	55,936
	3	43,730	45,546	47,018	48,490	49,961	51,436	52,907	54,380	55,853	57,325	59,141
	4	45,869	47,788	49,366	50,941	52,517	54,092	55,666	57,242	58,818	60,390	62,309
	5	47,964	49,997	51,681	53,357	55,034	56,713	58,391	60,067	61,744	63,422	65,445
	6	49,742	52,159	53,963	55,741	57,519	59,300	61,080	62,861	64,639	66,420	68,545
	7	50,982	53,986	56,322	58,093	59,974	61,846	63,732	65,619	67,503	69,388	71,599
	8	51,471	55,226	58,294	60,405	62,400	64,344	66,339	68,335	70,330	72,326	74,603
	9	52,470	55,757	59,512	62,515	64,583	66,577	68,644	70,711	72,777	74,844	77,169
	10	52,470	56,842	60,086	68,335	70,469	72,522	74,648	76,781	78,908	81,037	83,435
	11	52,470	56,842	61,258	72,459	74,727	74,698	76,892	79,090	81,283	83,478	85,949
	12	52,470	56,842	61,258	72,459	74,727	78,966	81,288	83,616	85,938	88,261	90,877
	13	52,470	56,842	61,258	72,459	74,727	78,966	81,288	83,616	85,938	88,261	90,877
	14	52,470	56,842	61,258	72,459	74,727	78,966	81,288	83,616	85,938	88,261	90,877
CI15 \$1500	15	53,970	58,342	62,758	73,959	76,227	80,466	82,788	85,116	87,438	89,761	92,377
	16	53,970	58,342	62,758	73,959	76,227	80,466	82,788	85,116	87,438	89,761	92,377
	17	53,970	58,342	62,758	73,959	76,227	80,466	82,788	85,116	87,438	89,761	92,377
	18	53,970	58,342	62,758	73,959	76,227	80,466	82,788	85,116	87,438	89,761	92,377
	19	53,970	58,342	62,758	73,959	76,227	80,466	82,788	85,116	87,438	89,761	92,377
CI20 \$1600	20	55,570	59,942	64,358	75,559	77,827	82,066	84,388	86,716	89,038	91,361	93,977
	21	55,570	59,942	64,358	75,559	77,827	82,066	84,388	86,716	89,038	91,361	93,977
	22	55,570	59,942	64,358	75,559	77,827	82,066	84,388	86,716	89,038	91,361	93,977
	23	55,570	59,942	64,358	75,559	77,827	82,066	84,388	86,716	89,038	91,361	93,977
	24	55,570	59,942	64,358	75,559	77,827	82,066	84,388	86,716	89,038	91,361	93,977
CI25 \$1700	25	57,270	61,642	66,058	77,259	79,527	83,766	86,088	88,416	90,738	93,061	95,677
	26	57,270	61,642	66,058	77,259	79,527	83,766	86,088	88,416	90,738	93,061	95,677
CI27 \$1800	27	59,070	63,442	67,858	79,059	81,327	85,566	87,888	90,216	92,538	94,861	97,477
	28	59,070	63,442	67,858	79,059	81,327	85,566	87,888	90,216	92,538	94,861	97,477
CI29 \$1900	29	60,970	65,342	69,758	80,959	83,227	87,466	89,788	92,116	94,438	96,761	99,377
	30	60,970	65,342	69,758	80,959	83,227	87,466	89,788	92,116	94,438	96,761	99,377

**CAREER INCREMENTS-for Schedules A & B:**

The basic salary schedule shall be considered Steps 1-12. Teachers will be placed on the main salary schedule in accordance with the initial step placement process in Article 8.4.

In recognition for additional completed years of service beyond Step 12, teachers will continue to receive step movement in accordance with Article 8.2 Rates of Pay through the Career Increment section of Schedule A and Schedule B up through the CI Step 29 Increment.

After fourteen (14) years of experience credit (including outside experience granted as part of the initial salary placement process) a teacher shall qualify for a career increment of \$1,500 above the teacher's scheduled Step 12 salary.

After nineteen (19) years of experience credit, a teacher shall qualify for an additional career increment of \$1,600 above the teacher's scheduled salary (\$3,100 total above Step 12).

After twenty-four (24) years of experience credit, a teacher shall qualify for an additional career increment of \$1,700 above the teacher's scheduled salary (\$4,800 total above Step 12).

After twenty-six (26) years of experience credit, a teacher shall receive an additional career increment of \$1,800 above the teacher's scheduled salary (\$6,600 above Step 12).

After twenty-eight (28) years of experience credit, a teacher shall receive an additional career increment of \$1,900 above the teacher's scheduled salary (\$8,500 above Step 12).

All career increments shall be cumulative and added to the base salary on the salary schedule. The Career Increments (CI15, CI20, CI25 and CI27, CI29) are displayed in relation to the main salary schedule steps 1-12 in Schedule A and B above.



**SCHEDULE C-1 -  
2019-2021 MISCELLEANEOUS ASSIGNMENTS**

	<b>Assignment</b>	<b>2019-20</b>	<b>2020-21</b>
1	Extended Employment (per hour)*	27.90	28.00
2	Curriculum Writing (per hour)	27.90	28.00
3	Homebound Instruction (per hour)	27.90	28.00
4	Required Training Daily Rate (per Day beyond 185 duty days)	145	150
5	Music Education Coordinator	3,161	3,161
6	N.C.A. Chair	2,486	2,486
7	Chemical Safety Officer	2,486	2,486
8	Photo Chemical Mix Supervisor	2,486	2,486
9	Auditorium Supervisor	2,131	2,131
10	School Webmaster	2,081	2,081
11	Assistant School Assessment Coordinator	2,081	2,081
12	<b>Secondary Department Heads:</b>		
	<u>Number of Teachers (Full-Time Equivalency)</u>	<b>Release Time**</b>	<b>Stipend</b>
	1.00 – 5.99 FTE (Stipend and no release)	2,265	2,311
	6.00 – 12.99 FTE	1 period per day	0
	13.00 FTE-and over	2 periods per day	0
13	<b>Elementary Grade Level Chairs and Elementary Chairpersons in Special Ed and Non-special Ed Specialists*** (stipend w/o release)</b>	2,265	2,311

\* Rate applies at commencement of duties in August in the case of work-study coordinators.

\*\* One period of release time shall mean not more than fifty (50) minutes per day depending upon individual building daily schedules.

\*\*\* Guidelines for assignment of elementary chairpersons and elementary grade level chairs:

1-5.99 classroom FTEs at a grade level = 1 grade level chair;

6+ classroom FTEs at a grade level = 2 grade level chairs;

- combination and MAG classroom teachers are counted with the grade level they are teaching
- two non-special education specialists (e.g. media, reading intervention, etc.) per building:
  - 1.) one for NSES that serves all students
  - 2.) one for NSES that serves students based on need
- one chairperson per building for special education
- one special education program lead per elementary building

**SCHEDULE C-2**  
**2019-2021 HIGH SCHOOL ATHLETIC PROGRAM SALARY SCHEDULE**

ASSIGNMENT	NUMBER OF COACHES			2019-20 Stipend	2020-21 Stipend
	Boys	Girls	Joint		
Athletic Coordinator (per year)				4,508	4,508
Athletic Trainer (per year)				6,368	6,368
Baseball, Head	1			5,413	5,413
Baseball Assistant	4			4,063	4,063
Basketball, Head	1	1		6,368	6,368
Basketball Assistant	2	2		4,778	4,778
Basketball 9th Grade	2	2		3,184	3,184
Cross Country, Head			1	5,413	5,413
Cross Country Assistant			3	4,063	4,063
Football, Head	1			6,368	6,368
Football Assistant	7			4,778	4,778
Football 9 <sup>th</sup> – Head	1			4,778	4,778
Football 9th - Assistant	2			2,868	2,868
Golf, Head	1	1		5,072	5,072
Golf Assistant	1	1		3,803	3,803
Gymnastics, Head		1		5,413	5,413
Gymnastics Assistant		2		4,063	4,063
Hockey, Head	1	1		6,368	6,368
Hockey Assistant	4	2		4,778	4,778
Skiing X-C, Head			1	5,413	5,413
Skiing X-C Assistant			3	4,063	4,063
Soccer, Head	1	1		5,413	5,413
Soccer Assistant	5	4		4,063	4,063
Softball, Head		1		5,413	5,413
Softball Assistant		3		4,063	4,063
Swimming, Head	1	1		5,413	5,413
Swimming Assistant	1	1		4,063	4,063
Syn. Swimming, Head		1		5,413	5,413
Syn. Swimming Assistant		3		4,063	4,063
Tennis, Head	1	1		5,072	5,072
Tennis Assistant	1	1		3,803	3,803
Track, Head	1	1		5,413	5,413
Track Assistant	2	2	2	4,063	4,063
Volleyball, Head		1		5,413	5,413
Volleyball Assistant		2		4,063	4,063
Volleyball 9th Grade		2		2,707	2,707
Lacrosse, Head	1	1		5,072	5,072
Lacrosse Assistant	2	2		3,803	3,803
Strength and Conditioning, Head	1	1		5,072	5,072
Strength and Conditioning Assistant	2	2		2,707	2,707

**SCHEDULE C-3**  
**2019-2021 HIGH SCHOOL ACTIVITY PROGRAM SALARY SCHEDULE**

ASSIGNMENT	Number of Coaches	2019-20 Stipend	2020-21 Stipend
<b><u>DRAMATICS</u></b> Full Length Play			
Winter Play Director	1	4,162	4,162
Winter Play Assistant	1	2,081	2,081
Spring Play Director	1	4,162	4,162
Spring Play Assistant	1	2,081	2,081
<b><u>Music Production</u></b>			
Head Director	1	5,202	5,202
Other Positions	4	2,764	2,764
<b><u>MUSIC</u></b>			
Concert Band Director	1	630	630
Concert Band Assistant	2	208	208
Pep Band Director	1	3,801	3,801
Pep Band Assistant	1	314	314
Freshman Band Dir.	1	470	470
Freshman Band Assistant	1	208	208
Orchestra Director	1	630	630
Orchestra Assistant	2	208	208
Vocal Director	1	2,441	2,441
Vocal Assistant	2	208	208
Jazz Ensemble Director	1	630	630
Jazz Ensemble Assistant	2	208	208
<b><u>OTHER</u></b>			
Debate Director	1	3,801	3,801
Debate Assistant	1	2,441	2,441
Speech Director	1	3,801	3,801
Speech Assistant	1	2,441	2,441
Math Team Advisor	1	2,441	2,441
Math Team Assistant	1	1,608	1,608
SADD Advisor	1	1,225	1,225
Day-One Coordinator	1	3,801	3,801
Literary Magazine	1	1,225	1,225
Student Council	1	4,910	4,910

<b>ASSIGNMENT</b>	<b>Number of Coaches</b>	<b>2019-20 Stipend</b>	<b>2020-21 Stipend</b>
Radio Station	1	2,441	2,441
Newspaper Advisor	1	4,910	4,910
Yearbook Advisor	1	4,910	4,910
Robotics	1	4,162	4,162
eSports	1	4,162	4,162
Club Sponsors	10	787	787
DECA Coordinator	1	4,910	4,910
DECA Assistant	1	2,884	2,884
Art and Tech Advisor	2	787	787

**SCHEDULE C-4**  
**2019-2021 MIDDLE SCHOOL ATHLETIC PROGRAM SALARY SCHEDULE**

ASSIGNMENT	NUMBER OF COACHES			2019-20 Stipend	2020-21 Stipend
	Boys	Girls	Joint		
Intramural Director (per year)			1	3,683	3,683
Equipment Manager (per year)	1	1		4,022	4,022
<b>Basketball (6-8)</b>					
Basketball (6-8) Head	2	2		2,912	2,912
Basketball (6-8) Assistant	3	3		2,580	2,580
<b>Cross Country (6-8)</b>					
Cross Country (6-8) Head			1	2,912	2,912
Cross Country (6-8) Assistant			1	2,580	2,580
<b>Football (6-8)</b>					
Football (6-8) Head	2			2,912	2,912
Football (6-8) Assistant	5			2,580	2,580
<b>Golf</b>			1	2,007	2,007
<b>Lacrosse (6-8)</b>					
Lacrosse (6-8) Head		1		2,912	2,912
Lacrosse (6-8) Assistant		1		2,580	2,580
<b>Soccer (6-8)</b>					
Soccer (6-8) Head	1	1		2,912	2,912
Soccer (6-8) Assistant	1	1		2,580	2,580
<b>Softball (6-8)</b>					
Softball (6-8) Head		1		2,912	2,912
Softball (6-8) Assistant		1		2,580	2,580
<b>Swimming (Fall)</b>					
Swimming (6-8) Head	1			2,912	2,912
Swimming (6-8) Assistant	1			2,580	2,580
<b>Tennis</b>					
Tennis (6-8) Head	1	1		2,912	2,912
Tennis (6-8) Assistant	2	2		2,580	2,580
<b>Track (6-8)</b>					
Track (6-8) Head	1	1		2,912	2,912
Track (6-8) Assistant	1	1		2,580	2,580
<b>Volleyball (6-8)</b>					
Volleyball (6-8) Head		1		2,912	2,912
Volleyball (6-8) Assistant		1		2,580	2,580

**SCHEDULE C-5**  
**2019-2021 MIDDLE SCHOOL & ELEMENTARY ACTIVITY PROGRAMS SALARY SCHEDULE**

ASSIGNMENT	Number of Coaches	2019-20 Stipend	2020-21 Stipend
<b>MS MUSIC</b>			
MS Band Director	3	-416	416
MS Orchestra Director	3	416	416
MS Vocal Director	3	416	416
MS World Drumming	1	416	416
<b>MS OTHER</b>			
Technical Director	1	630	630
Newspaper Advisor	1	1217	1217
Yearbook Advisor	1	858	858
Student Council	1	1302	1302
Club Sponsor A	4	787	787
Club Sponsor B	12	630	630
<b>ELEMENTARY ACTIVITY</b>			
Student Council	4	715	715
Vocal Concerts	6	208	208
Instrumental Concerts	10	208	208
Club or Building Activity	5	715	715

The supervising administrator has the discretion to combine or split Schedule C stipends across multiple coaches. For example, a \$5,000 head coach and a \$4,000 assistant coach may be combined and split to create two \$4,500 co-coaching stipends for that sport or activity. Also, one \$4,000 assist coach stipend could be split for example at 50/50 to create a job share with two \$2,000 half time assistant coaches or 75/25 to create a \$3,000 and \$1,000 job share split. The supervising administrator is responsible for notifying Human Resources of the all assignments and any combinations or splits in the assignments and stipends.

## ATTACHMENT D: INDIVIDUAL TEACHER CONTRACT - St. Louis Park Public Schools

## CONTRACT FOR LICENSED STAFF

To:		Phone-No.:		Hire-Date:	
Address:				Start-Date:	
City, State, ZIP:				Employee-ID:	

The School Board of Independent School District No. 283 of the State of Minnesota, St. Louis Park, Minnesota, enters into this contract, pursuant to M.S. 122A.40, as amended, with **Employees Name**, a legally qualified licensed teacher who agrees to teach in the public schools of said district as licensed by the State of Minnesota.

**The following provisions shall apply and are a part of this contract:**

- Basic Services:** Said teacher shall faithfully perform the services of the above position prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board and State Board of Education, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
- Duration:** This contract is subject to the provisions of M.S. 122A.40, as amended, and to all laws, rules and regulations of the State of Minnesota, relevant to qualification, licensing, employment, termination, and discharge for cause of teachers. Thereafter, this contract shall remain in full force and effect, except if modified by mutual consent of the School Board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 122A.40, Subd. 7.
- Calendar:** School year and vacation days shall be those named on the school calendar as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
- Additional Services:** The Superintendent, or designee, may assign the teacher to extracurricular or other assignments subject to established compensation for such services which exceed the services prescribed in paragraph 1. Such assignments shall not be made without the consent of the teacher except on a temporary basis when no qualified teacher is available to take the assignment. Said extracurricular or other assignments and compensation, if any, for such assignment shall be part of the teacher's continuing contract under M.S. 122A.40.
- Master Agreement:** This teacher contract shall be subject to the Agreement between the School District and the exclusive representative, if any, and the provisions of P.E.L.R.A.
- Contract Approval:** Approval of this contract is contingent on the following documents being filed with the Human Resources Department at the time of original employment: **Criminal Background Check, Reference Checks, Official Transcripts, a Valid Minnesota State License and approval by the School Board.**
- Salary:** In consideration thereof, the School Board agrees to pay said teacher the following annual salary:

Position:	Initial Lane/Step:	Salary:	FTE:	Actual Salary:
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This contract shall be effective only upon signature by the officers of the School Board after authorization for such signatures has been taken by the School Board in appropriate action, recorded in its minutes.

**GRIEVANCE REPORT FORM**

**St. Louis Park Public Schools**

Name\_\_\_\_\_ Building\_\_\_\_\_

Date Grievance Occurred:\_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated:\_\_\_\_\_Signature of Grievant\_\_\_\_\_



**APPENDIX – Contract provisions that apply to some active teachers hired before specified dates****FORMER ARTICLE 8 - Section 9 Annuity Plan****A8.9 Tax-Sheltered Annuity (Applies to teachers hired prior to July 1, 1998)**

The District shall participate in a matching tax-sheltered annuity program for all regularly employed teachers who are compensated on the basic salary schedule and employed one-half (1/2) time or more and who became employed in the District prior to July 1, 1998.

The amount contributed by the District shall match the teacher's contribution, but such contribution shall not exceed one and one-half percent (1-1/2%) of the teacher's basic contract salary.

**FORMER ARTICLE 14 - SEVERANCE PAY****A14.1 Eligibility (Applies to teachers hired prior to July 1, 1998) Also see the 2015 MOA on Teacher Severance Options for specific application.**

Subject to M.S. §465.72, teachers who have completed at least fifteen (15) years of experience credit within the District, and who are at least fifty-five (55) years of age, or teachers, regardless of age, who have completed at least twenty-five (25) years of teaching credit with the Minnesota State Teachers Retirement Association, at least fifteen (15) of which involve service in the St. Louis Park District and were hired prior to July 1, 1998, shall be eligible for severance benefits, pursuant to the provisions of Article 14, upon submission of a written resignation accepted by the Board. Severance benefits shall not be granted to any teacher who is discharged for cause by the District. To be eligible for the benefits of Article 14, a teacher must be regularly employed at least one-half (1/2) time and compensated on the basic salary schedule.

**A14.2 Number of Days**

- A. An eligible teacher, upon severance, shall elect to have their severance pay based on one of the two following options:

Option A: The teacher shall receive an amount representing 100 days pay. In addition to the 100 days pay, the teacher shall receive the amount obtained by multiplying the teacher's daily rate of pay by one-half (1/2) times his/her number of unused sick leave days, but in any event, not to exceed the number of days in the basic duty year, minus 100.

-Or-

Option B: The teacher shall receive an amount represented by multiplying the teacher's daily rate of pay times the number of accumulated unused leave days, such number of unused leave days not to exceed the number of days in the basic duty year.

- B. In order to be eligible to receive severance benefits, the teacher must submit a letter indicating a choice of Option A or Option B. The letter must be submitted to the Human Resources Director prior to reaching age 55 or 15 full years of service, whichever occurs first. This election shall be irrevocable and will be paid according to the terms of Article 14. If a teacher fails to exercise a choice of options as provided in Subdivision 1 hereof within the time limits as provided, the teacher shall be deemed to have selected Option B.

**A14.3 Daily Rate of Pay**

In applying these provisions, a teacher's daily rate of pay shall be the daily rate at the time of severance, as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

**A14.4 Payment**

The District shall provide payment equal to the value of the employee's severance pay directly into the employee's 403b custodial account or other tax-sheltered provision of the Internal Revenue Code, and employees will no longer receive any direct payment from the District for severance pay as provided in Article 14 of the collective bargaining agreement for any employee eligible for tax-sheltering of such funds pursuant to Minn. Stat. § 356.24 and the Internal Revenue Code.

The District's annual contribution into the employee's 403b custodial account or other tax-sheltered provision pursuant to Minn. Stat. § 356.24 and provisions of the Internal Revenue Code shall not exceed the annual IRS contribution limit for such contributions. If any part of the severance pay due to the employee exceeds the IRS contribution limits for a given year, any such amount shall be paid to an account on behalf of the employee for a health care savings plan as agreed upon by the District and the exclusive Representative for such plans pursuant to the provisions of Minn. Stat. § 356.24, consistent with IRS limitations and consistent with the payment schedule as provided in Article 14 of the collective bargaining agreement.

**A14.5 Limitations**

Notwithstanding any other provisions of Article 14, the District's maximum obligation under Article 14 for members of the bargaining unit shall not exceed the sum of \$475,000.00 or 5 years from the teachers' date of retirement in either of the two fiscal years covered by the terms of this Agreement.

In the event that applications of eligible teachers submitted pursuant to Article 14 would otherwise constitute a liability to the District in excess of the limitations as contained in Section 14.5, the amount each teacher would be eligible to receive under the terms of Article 14 shall be reduced to a proportionate share of the District's annual liability. However, those teachers, if any, receiving a reduced proportionate share in one fiscal year will have priority to receive the reduced amount in the following fiscal year prior to any teachers resigning and eligible in the subsequent year.

Any proration of benefits required by Section 14.5 shall be made on the basis of eligible teacher applications as submitted by March 1 of the school year at the end of which severance is to take place.

All reference to dollar amounts as contained in Article 14 shall refer to accrued liability of the District and implementation of the dollar amount limitation shall not be affected by payment schedules.

**A14.6 Application**

Eligible teachers shall receive the benefits of Article 14 in the following order:

- A. Teachers who submit a written statement of intent to resign on or before February 1 and a written resignation on or before March 1 of the year in which severance is to take place shall be first in eligibility.
- B. In the event that a teacher resigns after March 1 and the resignation is caused by an emergency not reasonably foreseeable by the teacher, as determined by the District, such teacher shall be eligible for the benefits of Article 14 similarly to those in Section 14.6.1 if the limitation in Section 14.5.1 hereof has not been exceeded.
- C. Teachers who do not meet the February 1 deadline but do meet the March 1 resignation deadline shall be second in eligibility. They shall receive full benefits if the dollar limitation in Section 14.5.1 has not been exceeded by the teachers in Section 14.6.1 or 14.6.2.

- D. Teachers who do not meet the March 1 deadline but do resign before the 4<sup>th</sup> Monday in July shall be third in eligibility. They shall receive full benefits if the dollar limitation in Section 14.5.1 has not been exceeded by the teachers in Section 14.1, 14.2 or 14.3.
- E. Teachers who resign after the 4th Monday in July shall be eligible for the benefits of Article 14 along with teachers who resign and are eligible in the following school year.
- F. If a teacher becomes disabled and eligible for long-term disability after submitting a resignation pursuant to the March 1 date, but prior to the end of the school year, the teacher has the right to withdraw said resignation, up until the last duty day of the school year.

**A14.7 Teachers hired on or after July 1, 1998** will not receive the 1 1/2 % TSA (Tax-Sheltered Annuity) matching contribution from the District, but will be eligible for the Deferred Compensation plan under Article 14.1 of the contract.

*Note: The provisions of this Severance plan are modified and applied as specified in the 2015 MOA on Teacher Severance Options. This MOA resolves the questions on how the above severance language is to be applied to categories of teachers involved.*

**MEMORANDA AND ADDITIONAL INFORMATION**

*For information, this section includes the following MOA and MOU that are concurrent with this contract.*

- Teacher and Student Safety 2019-2021
- ATPPS 2019-21
- Middle School Building Hours 2019-20
- PSI Building Hours 2019-20
- Schedule C1 - Lunchroom Supervision beyond Regular Duty Day
- Schedule C1 – Kids Voting Coordinator



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE PARK ASSOCIATION OF TEACHERS  
AND  
SAINT LOUIS PARK PUBLIC SCHOOLS**



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**TEACHER AND STUDENT SAFETY 2019-21**

**WHEREAS**, the Park Association of Teachers and the St. Louis Park Public School District care deeply about students and staff safety and support the SLP Mission to create a caring diverse work and learning community and provide a safe and nurturing environment that energizes and enhances the spirit. We together collaboratively agree to the following tenants on safety:

Subdivision 1. Teachers will not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or wellbeing or that of students.

Subdivision 2. In order to maintain a safe classroom environment, teachers will utilize the best practice information on classroom management and create lessons in order to keep students engaged. Teachers should use appropriate de-escalation methods such as CPI or other professional development. Teachers should document and keep required data on student behavior as appropriate for their job assignment and will be supported by District administration without any fear of keeping such information and using this information in a professionally appropriate manner.

Subdivision 3. In the event that a student has three behavior incidents within 30 calendar days where the student was restrained or caused injury to self or others reported to the health office, additional supports will be considered and implemented by the student's team (for example; IEP Team or Social Worker, student's teacher(s), Principal and other appropriate staff) as needed to keep both staff and students safe.

In the case where two additional behavioral incidents occur where a student was restrained or an incident was reported to the health office, a meeting will be held between district administration and school staff who are part of the student's team to help facilitate a conversation to consider options which may include an alternative placement for the student such as RSVP/PAUSE, District 287 for Special Education Students, outside consultant supports, or additional services or other options.

Subdivision 4. Teachers are expected to report physical injuries to the health office as part of their job without fear of any retaliation.

Subdivision 5. In accordance with MN state statute and St. Louis Park School Board policy, all teachers and other district staff who work with a student who has a known history of violent behavior shall receive written notice from the administration about that student's history of violent behavior prior to working with the student.

Subdivision 6. Teachers have an obligation to create a safe learning environment and work to de-escalate behaviors as trained. The District and PAT will work with the District PD Committee to determine appropriate staff training for various job assignments.

Subdivision 7. Any teacher that believes they do not have the physical means to separate a fight in process, staff will engage by other means (yelling, recording the fight on a cell phone, calling 911). Staff are not expected to intervene physically by breaking up a fight. A teacher may refuse to restrain or hold a student if he/she reasonably believes that doing so would be unsafe physically. The District will not retaliate for said refusal (reprimand, discipline or termination) even if the teacher was being directed to by an administrator and a reasonable person would have been fearful.

This MOU will run concurrent with the 2019-21 contract between PAT and the District.

Signatures:

For the District:

By:   
Superintendent

By:   
Human Resource Director

Date: 10-11-2019

For PAT:

By:   
PAT President

Date: 10.11.19



## ST. LOUIS PARK TEACHER PROFESSIONAL PAY SYSTEM AGREEMENT

This Agreement is entered into pursuant to Minn. Stat. § 122A.414 and the Public Employment Labor Relations Act (PELRA) of 1971, as amended, Minn. Stat. § 179A.01, et seq., by and between Independent School District No. 283, St. Louis Park, Minnesota (hereinafter "District") as the public employer under the PELRA and the Park Association of Teachers (hereinafter "PAT") as the exclusive representative of teachers employed by the District under the PELRA, for the purpose of fully implementing the St. Louis Park Alternative Teacher Professional Pay System (hereinafter "SLPATPPS").

The terms of this Agreement are as follows:

### ARTICLE I. AUTHORITY

**Section 1. Laws:** This Agreement has been negotiated pursuant to and in compliance with the provisions of Minn. Statutes 122A.414, 122A.4144 and 179A.01 et seq. The statutory authority specifically includes an exception to the PELRA in the form of an optional right to re-open negotiations regarding only the SLPATPPS.

### Section 2. Informational Summary:

#### Subd. 1. What is ATPPS:

A bi-partisan legislative initiative to encourage reform in the professional pay system for teachers.

A system which is based on:

- Professional development
- Continuous improvement
- Collegial support
- Teacher leadership
- Opportunities for additional compensation
- Relevant, meaningful collegial evaluation system

A system which incorporates many aspects of our current program

- Data driven decision-making
- School improvement plans
- Team and individual teacher goal setting
- Professional development determined by site teams
- Site-based instructional leadership (BILTeam)
- Emphasis on student growth
- Commitment to continuous improvement

Subd. 2. What ATPPS is not:

- It is not merit pay – eligibility for compensation increases is determined by teachers working in grade level, department or job alike teams and establishing meaningful goals.
- It is not subject to quotas (compensation increase is available to all members of our bargaining unit i.e. teachers, deans, nurses, school psychologists and social workers).
- It is not competitive.
- It is not a pay system which is based on all students reaching a specific level of performance.

**ARTICLE II. SCOPE OF AGREEMENT**

**Section 1. Effect:** This Agreement supersedes and replaces any salary or other provision of the PELRA Master Agreement that may currently be in effect between the District and PAT that is inconsistent with any provision of this Agreement, subject to the contingencies specified in this Article.

**Section 2. Contingency:**

Subd. 1. Effect of Contingencies: In the event that any contingency specified in this Section is not met, then this Agreement will have no force or effect and the terms and conditions of employment of the teachers employed by the District will be governed by the PELRA Master Agreement then in effect. Provided, however, that either party may re-open negotiations for the SLPATPPS agreement as permitted under law in an effort to cure any cause that has nullified this Agreement.

Subd. 2. MDE Approval: This Agreement was originally approved by the Minnesota Department of Education for the 2006-2007 school year and must be continually reapproved each year through acceptance of plan updates in Section 3 that become part of this agreement.

Subd. 3. Ratification: This Agreement is contingent upon by PAT and by the School Board.

Subd. 4. Continuing Revenue: This Agreement is contingent upon the initial and continuing receipt of revenue based upon at least two hundred and sixty dollars (\$260.00) per pupil as specified in M.S. 122A.415, Subd.1 (2017).



**Section 3. Notice of Amendments (“Escape Clause”):** In the event that the parties amend this Agreement, the Minnesota Department of Education must be apprised of the amendment(s). In the event that the MDE asserts that any amendment is illegal and that revenue for the SLPATPPS will be suspended, withheld, terminated or otherwise reduced, then this Agreement may be terminated effective with the date of the MDE’s decisions regarding changes in revenue by either party giving written notice to the other party at its official business address.

**Section 4. Budget Review:** The PAT President or his/her designee and District Superintendent or his/her designee will periodically meet (typically at least twice per year) and review the budget and expenditures for the SLPATPPS, through the established Meet and Confer process within the Master Agreement between PAT and District.

### **ARTICLE III. TEACHER PROFESSIONAL PAY SYSTEM**

#### **Section 1. Schedules:**

Subd. 1. Professional Pay System Schedules are attached and incorporated by reference effective starting July 1, 2019. See Appendix 2.

Subd. 2. The parties originally agreed to a matrix of all unit members who were placed on the SLPATPPS salary schedules for 2011-12. That matrix was based on the location of members on the salary schedule for 2010-11. A copy of that matrix was be provided to the PAT President and the Superintendent and was used to determine the initial location of each teacher in the matrix on the SLPATPPS salary schedule for 2011-12. Teachers hired thereafter will be placed on the matrix as provided in Section 2, Subd.1d of this Article and the Teacher Master Contract.

Subd. 3. Any change in location of a teacher on the matrix for subsequent fiscal years will be determined in accordance with the provisions of this Agreement. The parties will periodically update and agree upon the matrix as necessary to reflect the schedule advancement by staff. Any dispute regarding location on the matrix will be resolved only through the Grievance provision of the Master Agreement.

## **Section 2. Advancement Through Career Ladder:**

### **Subd. 1. Probationary Teachers:**

- a. **St. Louis Park Probationary Teachers:** Each probationary teacher who has all or part of a three-year probationary period of employment under the law must complete all of the applicable annual requirements of the District and state process in accordance with the District's standards in order to be eligible for consideration to receive non-probationary status.
- b. **Probationary Status:** The District retains its managerial authority under the PELRA to evaluate and decide on the renewal or non-renewal of probationary teachers as provided by M.S. 122A.40
- c. **Initial Matrix Placement:** Initial placement on the annual staff matrix specified in Article III, Section 1, Subds. 2 and 3 of this added contract language and will be consistent with Article 8, of the Master Contract.
- d. **Initial Contract:** In the event of the occurrence of a contingency that voids this Agreement, salary stipends under the SLPATPPS will not be a part of any teacher's rights under the Continuing Contract statute. Salary rights will be determined pursuant to Article 8 of the Master Agreement.

**Subd. 2. Advancement to Professional Status:** A probationary teacher may be advanced by the District in an exercise of its management function from probationary to non-probationary status as provided by law. The parties characterize the advancement from probation to non-probationary status as moving to Professional status. Thereafter, a teacher may advance on the SLPATPPS schedule then in effect as provided in this Agreement.

### **Subd. 3. Non-probationary Career I and Career II Teachers:**

- a. **Notice of Assignment:** Each teacher's Notice of Assignment will be available in the Human Resource Employee Portal (currently Skyward Employee Access) and will specify the teacher's compensation information and FTE status consistent with contract language. However, any salary increases under the SLPATPPS will not be part of any teacher's Continuing Contract rights under M.S. 122A.40 (2017).
- b. **Contingencies:** In the event of the occurrence of a contingency that voids this Agreement, salary under the SLPATPPS will not be a part of any teacher's rights under the Continuing Contract statute. Salary rights will be determined pursuant to Article 8 of the Master Agreement.

- c. Standards: Any advancement on the matrix will be afforded to any St. Louis Park teacher in accordance with the standards of the Teacher Master Agreement.
- d. Leadership Positions: Only Career II teachers or teachers deemed to be the equivalent will be eligible to hold Leadership Positions under the provisions of the SLPATPPS.

## **ARTICLE IV SLP ATPPS DISPUTE RESOLUTION**

### **Section 1. Limitations:**

Subd.1. Scope: The dispute resolution mechanism of this Agreement extends only to disputes regarding a teacher's compliance with the standards of the SLPATPPS. A teacher placed on a Building or District Performance Improvement Plan retains any rights under the Grievance Procedure of the Master Contract.

Subd. 2. Exclusive Remedy: The dispute resolution mechanism of this Agreement is the exclusive remedy for resolving disputes regarding a teacher's compliance with the standards and payments of the SLPATPPS system.

### **Section 2. Procedures:**

Subd. 1. Disputes regarding the interpretation or application of the SLPATPPS must be submitted first to the ATPPS Coordinator, within ten (10) calendar days from the first date of the event giving rise to the dispute. The Coordinator must review the matter and hear from the teacher within twenty (20) calendar days and a decision issued within five (5) working days of the conclusion of the review.

Subd. 2. The failure to timely file a dispute under the SLPATPPS constitutes a waiver of the claim and acquiescence to the original event unless the parties mutually agree to waive the timelines requirements.

Subd. 3. An adverse determination may be further appealed through the Grievance Procedure under the Master Contract within ten (10) calendar days from the date of the determination of the Coordinating Council. The teacher may appeal up to the Level 2, Superintendent review step of the Grievance procedure in Article 17.5 of the Master Agreement. The failure to timely appeal constitutes a waiver of the claim and acquiescence to the decision of the Coordinating Council. The Level 2 decision by the Superintendent or designee shall be final.


**Signatures:**

**For the Association:**

By:   
PAT President

Date: 10.11.19

**For the School District:**

By:   
Superintendent

By:   
Human Resource Director

Date: 10-11-19

## **APPENDIX 1 – ATPPS PROCESS AND PROCEDURES**

### **Subd. 1. Teacher Responsibilities Summary:**

- a. Be a part of a collaborative team grade level, department, or job alike. Otherwise known as PLCs.
- b. Write an annual goal following the format which has been developed to assist you. It is possible for a team to develop a goal which will be the same for all team members.
- c. Each collaborative PLC team will be assigned a leader whenever possible.
- d. The Equity Coaches, ATPPS Coordinator and the Principal will be responsible for leading their teachers through the SLPATPPS process.
- e. Each team member will be observed at least three times each year by a trained Instructional Equity Coach or another trained PAT member. These observations are intended to be professional development experiences for both teachers.
- f. Coaches will make sure that all teachers have an acceptable PDP goal and that the observations are scheduled throughout the year and documented. Each observation includes a pre-observation meeting and a post observation meeting with the observer.
- g. The goal setting and observation templates, rubrics, and examples explain what teachers must do to be successful in the SLPATPPS system

### **Subd. 2. Process:**

#### **a. Step One:**

1. Every teacher in St. Louis Park Schools will be part of a collaborative PLC team either by grade level, department or job alike.
2. Each PLC team is expected to meet regularly.
3. The group of instructional leaders at each site comprise the Building Instructional Leadership Team (BILT).
4. The BILT and PLC Teams are engaged in ongoing work to support the professional development of their fellow team members and to lead the work of their team in increasing student performance.

**b. Step Two:**

1. The Instructional Equity Coaches and other observers will be trained evaluators at each site.
2. They will support the evaluation process through a “train the trainers” model where they are working with the Coaches and ATPPS Coordinator to check for inter-rater reliability.
3. They will also be training their fellow team members on the intricacies of the observation procession an effort to increase understanding of this approach and positively impact instructional effectiveness throughout the District.

**c. Step Three:**

1. Teachers will develop their goals in September of each year and discuss them with their team members and Instructional Equity Coaches.
2. After this discussion the Instructional Equity Coach and other trained observers will rate their colleague(s) using the goal setting rubrics to determine the success of the process.
3. Team discussions are critical in the establishment of the schedule of peer visitations and observations.
4. Once each team member/individual has a finalized plan rated as “proficient” on the goal setting rubric and the schedules have been determined, the Equity Coach reviews the plan to make sure that resources are available to support the process, the plan goes forward.
5. 100% of ATPPS Stipend payments are based on school achievement gains, student growth and achievement, reflection of two separately implemented “best practices”, proficient Professional Development Plan creation and teacher evaluations through the peer review process.

**d. Step Four:**

1. PLC Teams are expected to meet at least twice per month to discuss/plan including but limited to progress on their goals, staff development, inter-rater reliability issues, etc....
2. These meetings are facilitated by the PLC members with support, as needed, from Equity Coaches or other members of the Building Instructional Leadership Team (BILT) member and establish the basis for the evaluation process.
3. The BILT members will be a resource to guide the process throughout the year for their PLC team.
4. Meeting schedules and agendas are recorded.

**e. Step Five:**

1. Each teacher in a collaborative PLC team will be observed at least three (3) times during the school year.
2. The Instructional Equity Coach will be responsible for leading/facilitating this process and assuring that observations are conducted, documented and the post-observation discussion/reflections are completed.
3. An observation rubric will be utilized for observer ratings
4. Teachers must be rated at “proficient” in each subdomain of the rubric by the end of the school year by the observer(s) in order to be eligible for compensation increases.

**f. Step Six:**

1. In May, each teacher completes the year-end reflection as part of their PDP analysis and discusses it with their Coach and colleagues.
2. After this discussion, the Instructional Equity Coach rates their colleague using the goal setting rubrics to determine the success of the process.
3. This process results in a determination of whether or not goals have been attained, guides future professional development activities, and acts as a summative review of the year’s SLPATPPS goal.
4. The observation evaluation payment will be a portion of the overall total amount that the teacher is eligible to receive.
5. The total ATPPS stipend payment will be paid as a lump sum and received by the last day of June.

**Subd. 3. Professional Development Observations and Peer Review**

**Pre-Observation Conference**

- a. The teacher to be observed describes the lesson/learning activity that will be happening
- b. The teacher to be observed delineates those aspects of lessons/learning activity which he/she would like the observer(s) to particularly notice
- c. The observers asks questions which help clarify the lessons/learning activity and to make sure the observer is aware of the teacher’s desired outcome
- d. The observation rubric applicable for that teacher assignment should be used as a starting point for the discussion and for the observation.

**Classroom Observation**

- a. At the classroom teacher pre-arranged time, the observer (or observers) comes to the teacher's classroom
- b. The lesson/learning activity takes place
- c. The observer notes those aspects of the lesson which were discussed in the pre-observation conference and makes notes that will be helpful in the post-observation conference
- d. The observer may also notice other aspects of the lesson which could be helpful to the teacher or that were helpful to the observer
- e. No discussion need be held at this time-at the discretion of the teacher/observer

**Post-Observation Conference**

- a. The teacher describes aspects of the lesson/learning activity as they happened in the classroom-things may have gone differently than expected, or as expected
- b. The observer describes what he/she saw and what was helpful to his/her own practice
- c. The professional discussion proceeds from this starting point and may take other directions
- d. This post-observation conference is the most important part of the peer-review process: both observer and observed will take away a rich experience
- e. The Danielson Frameworks rubric rating will form the basis of some of this conference.

**Subd. 4. Calendar of Activities****Calendar**

A calendar of SLPATPPS activities will be determined collaboratively on an annual basis, between PAT and the District through the meet and confer process or separate group designated for ATPPS activities. This calendar and an overview of the process will be distributed or made available online to all teachers covered by this ATPPS Agreement.



## APPENDIX 2 – ATPPS PAYMENTS 2019-2020 and 2020-2021

# St. Louis Park ATPPS Stipends and Special Circumstances

	Attaining Site Goal	PDP and Writing a SMART-I Goal	Achieving/Reflecting PDP Student Growth	Observation Coaching
Full Stipend (1.0 FTE max)	\$200 if Site meets or exceeds the building level ATPPS goal for the year.	\$200 if the teacher completes all components of the PDP including writing the SMART-I goal and getting sign offs	\$500 if the teacher achieves the agreed upon PDP Student Growth goal for her/his students and writes a reflection.	\$1,100 the teacher must complete three observations and be proficient on all subdomain items to receive stipend
Approved Leave of Absence (maternity, military, medical, or other approved leave)	Pro-rated stipend based on % of time spent in the district during the school year + paid leave (EE% of 185 duty days)	Pro-rated stipend based on % of time spent in the district during the school year + paid (EE% of 185 duty days)	Pro-rated stipend based on % of time spent in the district during the school year + paid (EE% of 185 duty days)	Stipend pro-rated based on number of observation cycles completed and proficiency
Departing/Entering (coming or going part year)	Pro-rated stipend based on % of time spent in the district during the school year + paid leave (EE% of 185 duty days)	Pro-rated stipend based on % of time spent in the district during the school year + paid (EE% of 185 duty days)	Pro-rated stipend based on % of time spent in the district during the school year + paid (EE% of 185 duty days)	Stipend pro-rated based on number of observation cycles completed and proficiency
Part-time Position (full year but less than 1.0 FTE)	Pro-rated Stipend based on FTE allotment	Pro-rated Stipend based on FTE allotment	Pro-rated Stipend based on FTE allotment	Pro-rated stipend based on FTE allotment. Must complete three observations and be proficient on all items to receive stipend

FTE allotment and proficiency will be applied to all stipend dollar amounts

Example, for Observation Coaching, a person who completes a full three observation cycles must be proficient on all sub domains. If the person was on leave or came later in the year and only completed two of the three observation cycles, they would need to be proficient on the domains observed in those two observations. They would not need to be marked proficient on all 12 subdomains, but if they were marked basic on any one, then they would not be eligible for the stipend.

## APPENDIX 3 – Comparison of ATPPS and TDE Components

### Comparison of TDE and ATPPS Components

	TDE Component	ATPPS Component
Peer Observation	<b>x</b>	<b>x</b>
PDP	<b>x</b>	<b>x</b>
Student Engagement Survey and Reflection	<b>x</b>	
Principal or Administrator Observation	<b>x</b> <ul style="list-style-type: none"> <li>• Probationary all three years</li> <li>• Tenured at least every three years – 2-3 pieces of evidence per component or domain</li> </ul>	
District Goal	<b>x</b>	
Building Goal	<b>x</b> (same goal as ATPPS)	<b>x</b>



**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE PARK ASSOCIATION OF TEACHERS  
AND  
SAINT LOUIS PARK SCHOOLS**

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**MIDDLE SCHOOL BUILDING HOURS 2019-20**

**WHEREAS**, Independent School District No. 283, St. Louis Park, Minnesota ("School District") and Park Association of Teachers Union ("Union") are parties to a collective bargaining agreement covering the terms and conditions of employment for teachers from July 1, 2019 through June 30, 2021 ("CBA");

**WHEREAS**, the School District and Union are interested in designating the specific hours for the Middle School for the 2019-20 school years pursuant to Article 7.1 (The School Day, Building Hours);

**WHEREAS**, the School District and Union are interested in defining the specific hours for the Middle School Faculty Meetings for the 2019-20 school years pursuant to Article 7.2 (The School Day, Additional Activities);

**NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED** by and between the School District and the Union as follows:

1. The building hours for the Middle School shall:
  - a) Be modified to accommodate a weekly all-teacher Professional Learning Community (PLC), for the purposes of discussing students and interventions and a monthly Faculty Meeting;
  - b) Be 7:15 a.m. to 3:30 p.m., exclusive of lunch, on Wednesdays;
  - c) Be 7:15 a.m. to 3:00 p.m., exclusive of lunch, on Fridays;
  - d) Be 7:15 a.m. to 3:15 p.m., exclusive of lunch, on Mondays, Tuesdays, and Thursdays; and
  - e) Be 7:15 a.m. to 3:45 p.m., exclusive of lunch, one Monday each month for a Faculty Meeting
2. In the event the weekly all-teacher PLC is terminated through mutual agreement between the parties prior to the end of the 2019-20 school year, the building hours for the Middle School shall be 7:15 a.m. to 3:15 p.m., exclusive of lunch, Monday through Friday.
3. Although the Superintendent generally has the discretion to modify hours for individual buildings, the Superintendent cannot unilaterally modify the hours of the Middle School for the duration of this MOU



**St. Louis Park  
Public Schools**

*Achieving success, one student at a time!*

**This Memorandum of Agreement** will be in effect for the 2019-20 school year.

All other terms and conditions of employment contained in the collective bargaining agreement shall remain in effect.

**For the District:**

By: Richard Meyer

Its: HR Director

Date: 10-18-2019

**For the Union:**

By: Not Signed

Its: President

Date: 10.11.19





**MEMORANDUM OF  
UNDERSTANDING  
BETWEEN  
THE PARK ASSOCIATION OF TEACHERS  
AND  
SAINT LOUIS PARK PUBLIC SCHOOLS**



**St. Louis Park  
Public Schools**

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**PARK SPANISH IMMERSION BUILDING HOURS 2019-20**

**WHEREAS**, Independent School District No. 283, St. Louis Park, Minnesota ("School District") and Park Association of Teachers Union ("Union") are parties to a collective bargaining agreement covering the terms and conditions of employment for teachers from July 1, 2019 through June 30, 2021 ("CBA");

**WHEREAS**, the School District and Union currently have an MOA for PSI Building hours for 2018-19 and are interested extending this arrangement for the staff at PSI;

**WHEREAS**, the School District and Union are interested in designating the specific hours for the Park Spanish Immersion (PSI) for the 2019-20 school year pursuant to Article 7.1 (School Day, Building Hours);

**WHEREAS**, the School District and Union are interested in defining the specific hours for the PSI School Meetings for the 2019-2020 school year pursuant to Article 7.2 (School Day, Additional Activities);

**NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED** by and between the School District and the Union as follows:

1. The building hours for the PSI School shall:
  - a. Be modified to accommodate a weekly all-teacher Professional Development, Professional Learning Communities (PLC's), for the purposes of discussing students and interventions, and Faculty Meetings;
  - b. Be 8:00 a.m. to 4:15 p.m., exclusive of lunch, on Thursdays;
  - c. Be 8:00 a.m. to 3:45 p.m., exclusive of lunch, on Fridays;
  - d. Be 8:00 a.m. to 4:00 p.m., exclusive of lunch, on Mondays, Tuesdays, and Wednesdays; and
2. In the event the weekly all-teacher meetings are terminated through mutual agreement between the parties prior to the end of the 2019-20 school year, the building hours for PSI shall be 8:00 a.m. to 4:00 p.m., exclusive of lunch, Monday through Friday.
3. Although, the Superintendent has discretion to modify hours for individual buildings, the Superintendent cannot unilaterally further modify the hours of PSI for 2019-20 over the duration of this MOU.

4. This Memorandum of Understanding alters the language only for the 2019-2020 school year. . All other terms and conditions of employment contained in the collective bargaining agreement shall remain in effect.
5. Any disputes regarding this agreement will be handled through the grievance process provided for in the CBA.

**Signatures:**

**For the District:**

By: Richard Keyer

Its: HR Director

Date: 10-11-2019

**For PAT:**

By: Nathaniel

Its: President

Date: 10.11.19



# St. Louis Park Public Schools

## MEMORANDUM OF AGREEMENT

BETWEEN THE PARK ASSOCIATION OF TEACHERS AND SAINT LOUIS PARK PUBLIC SCHOOLS

### ADDITION TO SCHEDULE C ASSIGNMENTS

**WHEREAS**, the Saint Louis Park Public Schools (District) and Park Association of Teachers (PAT) have a negotiated a master collective bargaining agreement for 2019-21 that covers extracurricular assignments in a Schedule C appendix;

**WHEREAS**, the District previously has hired paraprofessionals and part-time (less than 1.0 FTE) teachers as paraprofessionals to cover lunchroom supervision outside of the teachers contracted duty time;

**WHEREAS**, the District is seeking to create an appropriate rate within the PAT Schedule C rates and stop the practice of hiring them as hourly paraprofessional when assigning part-time teachers lunchroom duties outside of their contracted FTE;

**THEREFORE**, the parties agree to amend Schedule C of the 2019-21 contract effective for 2019-20 and 2020-21 school years by continuing this Schedule C assignment:

1. A Lunchroom Supervision when assigned outside the teacher's contractual FTE duty time, will be paid at a stipend rate for \$20/hour or \$10 per half hour lunch room supervision assignment. Human Resources will calculate the number of lunch periods assigned and create a Schedule C stipend assignment to cover the anticipated lunch periods that will be covered by the teacher that semester. The stipend would be reduced if the teacher went on an extended leave during that period. The stipend be increased if assigned a second, third, or fourth lunch period for the remainder of the semester.
2. The teacher will not receive a pay deduction in this stipend for daily absences.
3. The stipend will recalculated and a HR will create a new assignment, if the teacher later is assigned and agrees to a second, third, or fourth lunch period for the remainder of the semester.
- 4.

This term of this Memorandum of Agreement will run concurrent with the 2019-21 PAT contract and until a successor contract is approved.

For the District:

By: Richard Kreyer

Its: HR Director

Date: 10-11-2019

For the Union:

By: Math

Its: President

Date: 10.11.19



## MEMORANDUM OF AGREEMENT

BETWEEN THE PARK ASSOCIATION OF TEACHERS AND SAINT LOUIS PARK PUBLIC SCHOOLS

### ADDITION TO SCHEDULE C ASSIGNMENTS

**WHEREAS**, the Saint Louis Park Public Schools (District) and Park Association of Teachers (PAT) have a negotiated a master collective bargaining agreement for 2019-21 that covers extracurricular assignments in a Schedule C appendix;

**WHEREAS**, the District would like to continue the MOA to provide a stipend for the support of the Kids Voting program;

**THEREFORE**, the parties agree to add this Schedule C assignment for Kids Voting Coordinator. The Kids Voting Coordinator stipend will be a total of \$2,000 for this activity. The District anticipates that there will be one districtwide Kids Voting Coordinator reporting to the Communications Director for the 2019-20 and 2020-21 school years.

**This term of this Memorandum of Agreement will run concurrent with the 2019-21 PAT contract.**

For the District:

By: Richard Freyer

Its: HR Director

Date: 10-11-2019

For the Union:

By: Natlie [Signature]

Its: President

Date: 10.11.19





## **DESCRIPTION DUTIES: Kids Voting Coordinator**

### **Position Summary**

This position supports K-8 school-based partnerships related to the Kids Voting Program. Primary partners in addition to St. Louis Park Public Schools include the City of St. Louis Park and the League of Women Voters. The position is responsible for school-based operations of the Kids Voting program for Grades 2-8 for the 2019-2020 and 2020-2021 school years and beyond.

### **Role of Kids Voting Coordinator(s):**

- Engage teachers, students, and parents in civic learning
- Attend Kids Voting Steering Committee Meetings (co-facilitate as needed).
- Distribute Kids Voting materials to all teachers in Grades 2-8 at the beginning of the school year. Provide training and support as necessary
- Encourage participation in community events that include Kids Voting candidate forums and election information
- In collaborate with the League of Women Voters and City of St. Louis Park election officials, coordinate voting at each school
- Share Kids Voting information and procedures in school communications, at staff meetings, and in other forums as appropriate
- Share election results with faculty and students
- Manage program details and provide support for sites such as scheduling, signage, etc.
- Serve as additional point of contact for families and students
- Other duties as assigned

### **Compensation**

Expected commitment is approximately 80 hours per school year. The stipend of \$2,000 annually is available for individual(s) who successfully perform the duties and responsibilities as listed above. If an SLP hourly employee is appointed or assigned this duty, they would receive their rate of pay up to \$2,000 for the year.

**Reports to:** Director of Communications

