



**TERMS AND CONDITIONS OF EMPLOYMENT
PROFESSIONAL EMPLOYEE GROUP
2020-2022**

Effective through June 30, 2022

Approved by the Board on _____

1. **Recognition:** This Agreement of terms and conditions of employment is entered into between the St. Louis Park Public Schools, Independent School District No. 283, St. Louis Park, Minnesota, hereinafter referred to as the District, and the Professional Employee Group, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for professional employees not covered by other Labor Agreements during the duration of this Agreement. The current job titles, as of the approval of this Agreement, are listed in Appendix A.
2. **Work Year:** The standard work year is fifty-two (52) weeks. Work years of less than 52 weeks can be created to fit the needs of the District.
3. **Work Days:** Distribution of workdays is flexible and subject to approval by the appropriate supervisor. The typical workweek will be Monday through Friday, but alternative workweek schedules are possible, based on the needs of the department.

4. Benefit Provisions

- A. **Benefit Eligibility:** An employee shall be eligible for full benefits if employed full time (1.0 FTE). An employee employed less than full-time .50 to less than 1.0 FTE shall be eligible for District contributions toward group insurance on a prorated basis. The District shall pay a prorated percent of the group insurance premiums based on the percent of time worked by the employee at a minimum of .50 FTE. Those employed less than .50 FTE shall not be eligible for participation in the District’s benefit program. Employees transferred to the group will maintain the benefit coverage approved by the Human Resources Director (see addendum).

District Health Insurance Program Non-Deductible (Standard): The District contribution towards the single, employee + 1 or family coverage for the Standard Plan A will be:

District Contributions Standard-Plan A	Employee	Employee + 1	Family
July 1, 2020	\$550/mo.	\$1,220/mo.	\$1,650/mo.
July 1, 2021	\$590/mo.	\$1,225/mo.	\$1,700/mo.

- C. **District Health Insurance Program - \$1,000 Deductible (VEBA):** The District contribution towards the VEBA Plan B coverage will be:

District Contributions VEBA-Plan B	Employee	Employee + 1	Family
July 1, 2020	\$620/mo.	\$1,300/mo.	\$1,725/mo.
July 1, 2021	\$640/mo.	\$1,350/mo.	\$1,775/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.

D. Effective for July 1, 2022, the District will make the following contributions to either the Standard Plan A or Deductible/VEBA Plan B:

District Contributions	Employee	Employee + 1	Family
July 1, 2022 - Plan A Standard	\$590/mo.	\$1,250/mo.	\$1,725/mo.
July 1, 2022 - Plan B VEBA	\$655mo.	\$1,375/mo.	\$1,800/mo.

E. **Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the District.

F. **Dental Insurance:** The District shall pay the total entire premium cost for single/family coverage under the District’s group dental plan.

G. **Life Insurance:** The District shall provide coverage in an amount equal to three (3) times the annual salary to the next highest thousand, based on the employee’s salary as of July 1 of each year. The employee will have the option to purchase additional life insurance in increments of \$10,000. The minimum purchase must be \$10,000 and the maximum, amount the employee may purchase is \$300,000. The employee shall bear the entire cost of the supplemental life insurance.

H. **Long-term Disability Insurance:** The District shall pay the premium for a plan which provides a maximum monthly income benefit of 2/3 of the basic contract salary, according to the District Disability plan. An employee will have the option to waive the pre-tax employer contribution and purchase the District LTD policy through an after tax payroll deduction.

When an employee is placed on long-term disability under this plan, the District shall contribute the same dollar amount in effect at the time the employee goes on disability, regardless of the employee’s current level of coverage. The employee is responsible for paying the monthly difference in premium to keep the insurance coverage. The District shall contribute this amount towards the group health insurance program for a period of two (2) years from date of placement on long-term disability or the occurrence of the employee’s Medicare Eligibility, whichever comes first. In the event that the disability is caused by work related event covered by worker’s compensation, the contributions would continue for up to a total of five (5) years.

5. **Professional Organization Dues:** The District shall pay the cost of membership in two (2) organizations, at the national, state or local level. This organization shall be related to the employee’s area of responsibility.

6. **Sick Leave:** A leave allowance of fifteen (15) days with pay shall be granted for each full 12-month work year and prorated for shorter work year schedules provided the employee has served a minimum of twenty (20) duty days that year. Leave not used shall accumulate without limit.

A. One (1) day of accumulated leave may be used for each day of personal illness, dependent child under 18 or other allowable reasons under Minnesota statute.

B. Sick leave pay shall be allowed by the District whenever an absence is due to illness, which prevented his/her performance of duties on that day or days.

C. Sick leave pay shall be approved upon submission of a properly submitted request in the District’s online time off approval system.

- D. Employees may use up to a total of 160 hours of accumulated paid leave time in contract year, for necessary absence because of illness or safety of an immediate family member, upon approval by the appropriate supervisor. The immediate family shall be interpreted to mean adult child, step child, spouse, sibling, parent, step parent, father, mother, father-in-law and mother-in-law, grandparents, grandchild for such reasonable periods as the employee's attendance to provide care for the immediate family member, so long as provided for by Minn. Stat. 181.9413. After five (5) days for any one instance, the employee may be required to provide a doctor's slip or medical proof of the need for care for additional days.
- E. For employees who have not used the 160 hours specified in Section D, , upon approval by the appropriate supervisor, she/he may use up to three (days) of paid accumulated leave allowance for a close family member not listed in Section D above. The close family shall be interpreted to mean, son-in-law, daughter-in-law, brother-in-law, sister-in-law or other person residing in or who has resided in the same household and who clearly stands in the same relationship with the employee.
- F. After accumulated sick leave has been used, and under conditions of a chronic or continuous illness or disability as certified by a medical doctor, an additional number of days of sick leave may be granted by the Superintendent or designee for the duration of such illness or disability.
- G. If an employee is injured on the job in the service of the District and is collecting worker's compensation insurance as well as drawing on sick leave and receiving full salary from the District, her/his salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.
- H. At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, so long as the LTD policy allows, such employee will be allowed to coordinate the use of LTD and sick leave pay so as not to receive more than the employee's full regularly scheduled salary payment. Only the fraction of the regular pay not covered by LTD will be deducted from the employee's accrued sick leave balance.

7. **Personal Leave:** Up to two (2) days of personal leave may be granted per year. Such leave shall not be deducted from the accumulated leave. Circumstances, which qualify for use of this leave allowance, are those extraordinary situations that arise requiring attention which cannot be attended to outside of work hours and which is not covered under other policies.

Requests for such leave must be made using the District online time off system to the appropriate supervisor, in advance, except in cases of extreme emergency. If an emergency makes it impossible to submit a request in advance, an oral request shall be submitted and then confirmed in writing immediately upon the return of the employee. The request shall state the reason for the proposed leave. The appropriate supervisor reserves the right to refuse to grant such leave.

In case of extreme emergency with approval of the Human Resource Director, the appropriate supervisor may grant additional leave with pay.

8. **Bereavement Leave:** Employees eligible for basic accumulated leave also may be granted up to five (5) days bereavement leave in a contract year for death in the immediate family or close family (as defined in Section 6 – Sick Leave). The amount of leave allowed under this provision is subject to the discretion of the responsible administrator and shall not be deducted from basic

accumulated leave. 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 accumulated leave. Requests to be absent from work for other than immediate or close family (as defined in Section 6 – Sick Leave), may be granted based on overall attendance and ability to cover the assignment. Any of these days granted would be deducted from available accumulated leave. Documentation, such as an obituary or funeral program, may be requested by the District for any bereavement leave request.

9. General Leave of Absence: A general leave of absence may be granted at the discretion of the District.

10. Holidays: An employee is eligible for paid time off on the following holidays, if those holidays fall within the employee's regular work year calendar: Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the day before or after Christmas Day, New Year's Day, the day before or after New Year's Day, Dr. Martin Luther King Jr. Day, Presidents' Day, Good Friday and Memorial Day.

The District reserves the right, if school is in session to cancel any of the above holidays and establish another holiday in lieu thereof. Any scheduled holiday which falls within an employee's vacation period shall not be counted as a vacation day.

11. Vacations: An employee will initially receive twenty (20) days of vacation per year. After the completion of five (5) years, the employee will receive twenty-five (25 days) of vacation and the employee will receive thirty (30) days after the completion of ten (10) years of service in the District. Vacation accrued as of June 30 of each year must be used by January 31 of the next contract/fiscal year up to a maximum of 60 days or it will be forfeited. The use of vacation days shall be subject to approval by the appropriate supervisor. An employee's daily rate of pay shall be the daily rate in place at the time the vacation is used. Upon written resignation, the employees shall be paid for unused accrued vacation per contract up to a maximum of 30 days. Vacation amounts are based on 12-month duty year assignments. Positions with work years less than 12 months shall receive vacation on a prorated basis.

12. Health Care Savings Plan: Employees hired on or after July 1, 2004 will participate in a Health Care Savings Plan (HCSP). Employees hired prior to July 1, 2004 who previously elected this plan may continue to participate in this HCSP with the understanding that it will not be retroactive and that there is no re-election of the retiree health insurance program (See Appendix C) in the future.

Employees who have completed full years of employment by June 30th of any year after 2004 and who are eligible for health insurance coverage will receive the following District contributions 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 contributions to any employee's HCSP account will be \$50,000.

13. Deferred Compensation Matching Program: All eligible employees will be eligible to participate in the matching program starting with the 2004-2005 school year. The District will match the amount the employee is contributing up to the amounts defined below. District contributions will be on a prorated basis. Employees hired on or after July 1, 2004 will be eligible for this program and will not be eligible to participate in the District's former severance program. Employees hired prior to July 1, 2004, who previously elected to switch to Deferred Compensation can participate in this Deferred Compensation program on a voluntary basis but will not be eligible for both Deferred Compensation and Severance (See Appendix C). Employees who previously elected to participate in this program cannot change back to the District's severance plan. The District's contribution will be on a prorated basis.

Eligible employees 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.

The District will pay its matching share of FICA and TRA taxes as provided in Minnesota Deferred Compensation legislation until legislation changes.

Effective starting in the 2020-21 school year, the District will match eligible employee contribution up to 2.50% of annual scheduled salary and career increments. Effective July 1, 2021, this amount will increase to up to 2.75% of annual scheduled salary and career increments.

14. Hold Harmless Clause: The District agrees, subject to the provisions of this section, as a condition of this employment contract, that it shall defend, hold harmless, and indemnify the employee from any and all demands, claims, suits, actions and legal proceedings brought against the employee in his/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while the employee was acting within the scope of his/her employment and acting in good faith.

15. Other Provisions:

A. Mileage Allowance: For employees required to use a vehicle for District business will receive a travel allowance of \$150 per month for expenses incurred in connection with District business within the metropolitan area. This amount may be paid monthly or per pay period at the discretion of the Business Office and will only be paid during months within the employee's approved work year. This allowance will be prorated for less than full-time (1.0 FTE) and less than 12-month assignments. For employees who believe that they drive more than this allowance provides, that employee may notify the Human Resource Director that she/he elects to stop this mileage allowance and participate in the District Mileage reimburse plan and submit actual mileage driven. This election by the employee may be made one time per year before July 1 of any year. The employee's supervisor will need to verify at least annually by June 1 of each year with Human Resources, if the employee should receive this mileage allowance or move to the mileage reimbursement plan.

B. Supplemental Health Care, Educational and Business related Expense Allowance: The District shall allocate the sum of \$1,500 annually as a supplemental medical/dental/educational/ business related expense fund to pay health related expenses incurred by the employee or his/her dependents which are not covered by the District's regular health insurance program, courses taken by the employee provided the course(s) is job related and with prior written approval by the immediate supervisor and the Human Resources Director and business related expenses which are not reimbursed by the District. Such expenses shall include but are not limited to the following: doctor bills, dental bills,

prescriptions, eye care, eye glasses and other health related costs, microcomputers, peripheral equipment and cellular telephones and monthly usage charges, including internet services. The case of microcomputer equipment, peripheral equipment and software, will be purchased by the District and remain the property of the District. It will be relinquished to the District upon cessation of employment. Unused portions of the annual allowance may be carried over into the next year, but the total allowance shall not exceed \$3,000 in any one year. Upon cessation of employment any unused balance in this account shall go to the District and not to the individual.

C. Convention Attendance: The District will pay expenses for attendance at one national convention and one state convention annually, provided funding allows.

16. Salary:

A. Ranges: The District will create and maintain salary ranges for positions in this group (See Appendix B - Salary Ranges).

For the 2020-21 contract year the salary ranges will be increased by 1.77%.

For the 2021-22 contract year the salary ranges will be increased by 1.88%.

The District will also meet and confer with representatives from this group on the placement of employees within the ranges and annual movement through the ranges. This movement through the ranges will be calculated by the District and function similarly to step movement in other groups. Employees with a performance rating below meets standards or on a corrective action plan will not be eligible for additional movement. In the event that a current employee's salary is outside the newly established ranges, the District's calculations will over time to move the salary to be within the range.

B. Method of Payment: Employee shall be paid in twenty-four (24) payments, such paydays to be on the 15th and the last day of each month. In the event that the paydays fall on the weekend or holiday, the payday shall be the preceding workday. 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 Professional Employee Group not less than six (6) months of notice and meet and confer on the plan for implementing the change.

C. Deduction: In the event of an absence without leave and a pay deduction is to be made for such absence, the amount of the deduction for each day's absence shall be equal to the employee's daily rate of pay.

17. Longevity (Non-cumulative): The District will provide an additional Longevity payment in addition to salary based on a full-time 12-month assignment. Longevity payments will be prorated for less than full-time or full year assignments.

After completing five (5) years of service with the District -	\$ 500
After completing 10 years of service with the District -	\$1,000
After completing 15 years of service with the District -	\$2,000
After completing 20 years of service with the District -	\$2,500
After completing 25 years of service with the District -	\$3,000

18. Dispute Resolution Process:

- A. Purpose and Procedure:** 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 an employee and the employee's immediate supervisor to informally resolve grievances. However, since all matters cannot be resolved satisfactorily in this manner, a formal process is provided as an alternative. This complaint resolution 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. This process will be as informal and confidential as practical to any level of the procedure. Further, the investigation and processing of any complaint or issues reviewed as part of this process shall be conducted in a professional manner at such times as not to cause undue interruptions of established work schedules.
- B. Representative:** The employee may bring the issue or may bring a representative of the Professional Employee Group. The District shall be represented during all steps of this procedure by its designated representative.
- C. Issues Covered:** A "covered event" shall mean an allegation by an employee covered by this Agreement, resulting from a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.
- D. Informal:** If an employee believes there has been an issue that is a violation of this Agreement, the employee shall discuss the matter with the responsible supervisor and/or the Human Resources Director within fifteen (15) days of the occurrence of the event or within fifteen (15) days after the employee and should have known about the facts which give rise to this issue or issues. If the issue is not resolved as a result of this meeting, the employee may ask for a formal review in writing. Failure to ask for a formal review at the informal step within the time period set forth above shall be deemed a waiver of that issue. Failure to appeal for a higher review from one level to another within the periods provided shall also constitute a waiver.
- E. Formal: Level 1:** The formal written request, signed by the employee will be presented to the supervisor within thirty (30) days after the informal review. The supervisor will meet with the employee and group representative within ten (10) days after receipt of the Level 1 written request and give a written answer to the employee within seven (7) days of the meeting. The employee has seven (7) days in which to either accept the answer or appeal it in writing to the next level.

Level 2: If the issue has not been resolved in Level 1, it may then be processed to Level 2 by the employee and sending the written request for review to the Superintendent. The Superintendent or his/her designee will meet within fifteen (15) days after receipt of the written appeal to discuss the issues with the employee in a good-faith effort to resolve the matter. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the employee. The decision by the Superintendent will be the final review.

19. Duration: This Agreement shall remain in full force and effect for a period starting July 1, 2020 through June 30, 2022, and thereafter as provided by P.E.L.R.A.

A. Complete Agreement: This Agreement constitutes the full and complete Agreement between the District and Professional Employee Group. 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.

B. 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.

IN WITNESS WHEREOF, the Board approves and executes the terms and conditions of employment for employees within the Professional Employee Group:

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

DocuSigned by:

Mary Tomback

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Chairperson

DocuSigned by:

Kan W. ...

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Clerk

DocuSigned by:

Astein Osei

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Superintendent

DocuSigned by:

Richarda Kreyer

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Human Resources Director

Dated this _____ day of _____, 2020

Appendix A – Professional Employee Group Job Titles

The terms and conditions apply to professional employee job classifications not covered by labor agreements within Saint Louis Park Public Schools. This group includes:

Position Classification:	Salary Range
ACCOUNTANT	12
ADULT PROGRAMS SPECIALIST*	12
ASSESSMENT & RESEARCH SPECIALIST	12
CHILD CARE PROGRAM COORDINATOR	14
COMMUNICATIONS SPECIALIST	12
CURRICULM COORDINATOR	14
DATABASE SPECIALIST	12
DIGITAL LEARNING TRAINER	14
FACILITY COORDINATOR	12
HUMAN RESOURCES CONSULTANT	14
HUMAN RESOURCES SPECIALIST	12
KIDS PLACE PROGRAM COORDINATOR	12
MULTICULTURAL LIAISON	13
PAYROLL COORDINATOR	14
SPECIAL EDUCATION COORDINATOR*	15
SPECIAL SERVICES PROGRAM ANALYST	12
STUDENT ADVOCATE	12
STUDENT DATA COORDINATOR	12
TECHNOLOGY ACCOUNT AND DEVICE SPECIALIST	11
TECHNOLOGY SUPPORT COORDINATOR	12

NOTE: Positions denoted with an asterisk (*) are currently inactive and would be reviewed before reposting.

Appendix B – Professional Salary Ranges

2020-21 RANGES		
Range	Min	Max
10	\$41,818	\$56,873
11	\$45,165	\$61,423
12	\$47,462	\$65,973
13	\$51,555	\$71,660
14	\$56,055	\$77,916
15	\$60,965	\$84,742
16	\$64,883	\$92,135

2021-22 RANGES		
Range	Min	Max
10	\$42,604	\$57,942
11	\$46,014	\$62,578
12	\$48,355	\$67,214
13	\$52,524	\$73,008
14	\$57,109	\$79,381
15	\$62,111	\$86,335
16	\$66,103	\$93,868

APPENDIX C: Provisions that apply to employees hired prior to specified dates:

SEVERANCE PAY (formerly Section 9 for employees hired prior to 7/1/2004)

Severance Pay: This section only applies to employees hired before July 1, 2004. Subject to M.S. 465.72, full-time employees who have completed at least twelve (12) years of continuous service with the District and who are at least fifty-five (55) years of age; or, regardless of age have completed at least twenty-five (25) years of credit with the Minnesota State Public Employees Retirement Association or the Minnesota State Teacher's Retirement Association, at least twelve (12) years of which involve service in the St. Louis Park District, shall be eligible for severance pay pursuant to these provisions upon submission of a written resignation accepted by the School Board. An eligible employee shall receive as severance pay an amount representing one hundred (100) days' pay. Severance pay shall not be granted to any employee who is discharged for cause by the District.

In addition to the severance pay provided above, an eligible employee shall receive, as severance pay upon retirement, the amount obtained by multiplying the employee's daily rate of pay by the employee's number of unused leave days, but in any event not to exceed one (1) year's salary.

In applying these provisions, an employee's daily rate of pay shall be the daily rate at the time of retirement, and shall not include any additional compensation.

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. Employees will no longer receive any direct payment from the District for severance pay.

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 limit 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.

Employees will receive payment in equal annual installments over a period of two (2) years from the effective date of retirement. Employees must give notice to the District by March 1 of the year in which they plan to retire. The two payments will be processed after July 1 in the fiscal years following notice and retirement.

Employees hired on or after July 1, 2004 will not be eligible to participate in the District's severance program.

Tax-sheltered Annuity (formerly Section 1 G): The District shall participate in a matching tax-sheltered annuity program for all full-time employees who are Severance eligible. The amount contributed by the District in a school year shall not exceed 2 1/2 % of the employee's salary. If hired on or after July 1, 2006, the employee will not be eligible to participate in the District tax-sheltered annuity program.

Retiree Insurance (formerly Section 10 Section for employees hired prior to 7/1/2004)

District Medical Insurance Contribution for Eligible Retirees: This section only applies to employees hired before July 1, 2004.

An employee retiring with severance pay shall be eligible for insurance benefits as follows:

(a) The employee 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, until the date of the employee's sixty-fifth (65) birthday. Except as otherwise provided in 13b hereof, the employee shall pay the entire premium for such coverage.

(b) The District shall contribute the dollar amount provided by the benefits in effect at the time of the employee's retirement until the employee reaches the age of sixty-five (65) or the expiration of five (5) years from the date of the employee's retirement, whichever occurs first. The portion of the premium not contributed by the District shall be borne by the employee.

(c) An employee who has reached the age of sixty-five (65) and has maintained continuous coverage, and has a spouse less than age sixty-five (65) shall be eligible to purchase hospitalization and major medical insurance at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse reaches age sixty-five (65) or upon the expiration of five (5) years from the date the employee reached age sixty-five (65), whichever occurs first.

