

**INDEPENDENT SCHOOL DISTRICT NO. 283**

6311 Wayzata Blvd  
St. Louis Park, Minnesota  
Tuesday, January 11, 2022 6:30 PM  
St. Louis Park High School Room 350C  
6425 W 33rd St  
St Louis Park, Minnesota 55426

***AGENDA***

1. **CALL TO ORDER**
2. **LAND ACKNOWLEDGEMENT**
3. **CEREMONIAL SWEARING IN OF NEW SCHOOL BOARD MEMBERS**
4. **APPROVAL OF AGENDA**
5. **DECLARATION OF SCHOOL BOARD VACANCY**
6. **ELECTION OF 2022 SCHOOL BOARD OFFICERS**
7. **SUPERINTENDENT'S REPORT**
8. **DISCUSSION ITEMS**
  - A. Curriculum and Instruction Update - Multilingual Learner Design Team 2
  - B. COVID Mitigation Strategies 9
  - C. 2022-23 & 2023-24 Calendars 23
9. **CONSENT AGENDA & ORGANIZATION OF THE SCHOOL BOARD** 25
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  - E. Apple Lease Agreement 33
  - F. Labor Agreement - Clerical/Administrative Assistants of Park Schools (CAPS) 58
11. **COMMUNICATIONS AND TRANSMITTALS**
12. **ADJOURNMENT**

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January 11, 2022

# Multilingual Learners Program Review Update

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# Curriculum & Instructional Program Development Timeline

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**2019-2022**

**Mathematics**  
**Gifted/Talented**  
**World Languages**

**2022-2025**

**Music**  
**Career/Tech. Ed.**  
**Student Services**

**2025-2028**

**BARR**  
**Advanced Placement**  
**Immersion**

**2020-2023**

**Science**  
**Language Arts & Literacy**  
**Multilingual Learning**

**2023-2026**

**Art/Design**  
**Summer School**  
**Special Education**

**2026-2029**

**Mathematics**  
**Talent Development**  
**World Languages & Cultures**

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**2021-2024**

**Social Studies**  
**Phy Ed /Health**  
**Progress Reporting**

**2024-2027**

**Media**  
**Digital Learning**  
**International Baccalaureate**



Personal, Local, Immediate -  
Keep a Spotlight on Race -

Gather Multiple Perspectives -  
Establish Parameters -

Establish A Racial Equity  
Transformation Plan -

## **PHASE I: LOOKING INWARD** *KNOW THYSELF*

- Teacher Self-Reflection
- Examine Disaggregated Data
- Hear and Reflect upon Students Voice and Community Input
- Unpack Standards
- Driven by R.E.P. Statements
- Intersection of IB, AP, & Immersion & CRP
- Engage in Courageous Conversation

## **PHASE II: LOOKING AROUND** *DISTINGUISH KNOWLEDGE FROM FOOLISHNESS*

- Research and Visit Regional, National, and International Exemplars
- Engage Scholars of Culturally Relevant Pedagogy, Content Specific Pedagogy and Tech Enrichment
- Establish Criteria for Adopting New Materials (Pilot Curriculum)
- Engage in Courageous Conversation

## **PHASE III: LOOKING OUTWARD** *BUILD FOR ETERNITY*

- Develop Content Area Belief Statements
- Adopt New Curriculum with Fidelity or Engage in Curriculum Writing
- Establish Collaborative Team and PD Plans
- Develop 3, 5, and 8 year benchmarks
- Engage in Courageous Conversation

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# Multilingual Learners Program

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## Design Team 2020-2022

Elizabeth Guzman

Mayumi Huynh

Molly Kukowski

Cory Litzow-Lorentz

Maurna Rome

- Why are we doing this work?
- How is this process helping us lead?



# Multilingual Learners Program

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## Purpose of our Design Team

We are **advocates** for all multilingual students and their families. Each student comes to us as a **whole person** whose racial and cultural identity is an **asset** to our learning community. The ML Design Team will ensure that all students and staff will **recognize** and **honor** the assets that MLLs bring to our community.

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As a team we will work to guarantee that all spaces in the district will be **racially, linguistically, culturally and academically safe places** for all of our multilingual students, families and staff. In order to achieve this, we will aim to **change the mindsets** of staff and administration toward MLLs and their families by bringing them to the **forefront** of all discussions, including **policy and protocol decisions**. Students' academic success requires an ongoing **collaboration with families and school support teams**; we will act as resources for our colleagues and educate staff and administration about **multilingual students' needs**.

# ML Design Team

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## Our current work:

- Painting a picture of our current reality in SLP ML programming
- [ELM \(English Learners in the Mainstream\) Project](#)
- Review of 2021 Minnesota Statutes and [English Learners in MN 2020-21 Report](#)
- Review of [SLP EL Handbook](#) (last drafted in 2018-19)

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## Our future work:

- Meet with ML Consulting Team to share and discuss:
  - Update on the ML Design Team's current work
  - Analysis of systemic barriers in servicing our MLLs and their families
  - Creation of District ML website
  - Best approach to involve MLLs and their families in our design work
  - Research and evaluate ML programs in districts with similar demographics
  - Phase III recommendations



St. Louis Park  
Public Schools

**Questions?**





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January 11, 2022

# COVID Mitigation Strategies<sup>9</sup>

Flower Krutina, Executive Leadership Partner

Astein Osei, Superintendent

# Purpose

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To provide the School Board with an update on COVID mitigation strategies.

# COVID tests available for students and staff

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Rapid-result COVID antigen tests are now available at sites. Tests can be requested at the front office of a student's school or staff's primary work location. The newest test that has become available is the BD Veritor nasal swab test.

## What is the BD Veritor antigen rapid test?

The BD Veritor nasal swab at-home test is a rapid antigen test that can be used by anyone over the age of two. Each kit includes two tests per box. In order to take the test, you are required to download the Scanwell Health App on an iPhone, Samsung Galaxy or Google Pixel smartphone. The app will guide you through the testing process and will take about 20 minutes to complete.



# COVID tests available for students and staff

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- One kit will be distributed at a time. Antigen tests contain two tests per kit.
- Tests will continue to be handed to students who are sent to health offices with COVID symptoms.
- Vault PCR tests will be available to staff that participate in weekly testing beginning in February.
- Students not enrolled in St. Louis Park Public schools such as siblings, relatives, children of staff, will need to request a test from their school/school district or leverage other testing resources. Adult relatives of staff will also need to leverage local testing resources.
- Additional local testing opportunities for students and families are listed below:
  - These [COVID-19 community testing sites](#) across Minnesota offer free tests to all.
  - Visit local pharmacies, hospitals and clinics near you. Search here: [Find Testing Locations](#).
  - Students, parents/guardians, and families can also use the [COVID-19 test at home](#) program to have a test mailed to them.

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# 5+ vaccination event

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In partnership with Hennepin County, St. Louis Park Public Schools will be hosting Pfizer vaccination events for people ages 5 and up. If you are receiving a second dose or booster dose, please bring proof of vaccination. Boosters will be available to individuals ages 12+ whose second vaccine dose was administered 5 months prior.

## Event details:

- Dates: Saturday, January 15, 2022 and Saturday, February 5, 2021
- Time: 9 a.m. - 2 p.m.
- Location: Aquila Elementary School
- The vaccine is free and no insurance is required
- Individuals receiving a vaccine will receive a \$50 Visa gift card (while supplies last)



COVID-19  
VACCINE

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*Registration QR Code*



St. Louis Park  
Public Schools

# OSHA vaccination and testing mandate

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On November 5, 2021, the Occupational Safety and Health Administration (OSHA) published their Emergency Temporary Standard (ETS), which requires most U.S. employers with 100 or more employees, including our School District, to adopt a mandatory COVID-19 vaccination policy with an option to include an alternative weekly testing program.



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- Collection of employee vaccination status started on December 6, 2021
- All employees must provide vaccination status and upload vaccination card or other documents by January 10, 2022
- Weekly testing of unvaccinated staff will commence on February 3, 2022

# CDC quarantine and isolation update

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On December 27, 2021, the Center for Disease Control and Prevention (CDC) announced that it is updating its guidance on isolation and quarantine for the general public.

- At this time, current guidance from the Minnesota Department of Health (MDH) followed by St. Louis Park Public Schools states that staff and students who test positive for COVID stay home a full 10 days from symptom onset, or 10 days from test date, if asymptomatic, and are fever free and feeling better before returning. <sup>15</sup>

## Next Step

- Shorten quarantine period to 5 days once we receive guidance from MDH.

# Transportation


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We have been monitoring an increase in absences among our transportation staff due to illness and other factors. This is the first week we have cancelled routes due to staff shortages.

- Three bus routes were cancelled last week impacting the Middle School, High School, Aquila and PSI. 16
- We rerouted impacted students to other buses routes. New route information was sent to impacted families on Friday, January 7.



# Student absences

	Percentage of students absent January 3-7, 2022 at each site				
	Monday	Tuesday	Wednesday	Thursday	Friday
High School	17%	20%	22%	20%	25%
Middle School	17%	14%	14%	15%	21%
Aquila	10%	9%	9%	10%	12% <sup>17</sup>
Park Spanish Immersion	6%	7%	6%	5%	8%
Peter Hobart	13%	10%	10%	8%	12%
Susan Lindgren	8%	6%	7%	7%	12%

**Please note:** this data contains overall absence data, including absences for illness.

# Staff absences

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## January 3-7, 2022 staff absences

Monday	Tuesday	Wednesday	Thursday	Friday	Weekly total
56	59	60	50	62	287

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To put this in context the first week back after winter break in 2019 we had 80 staff absences for the entire first week after winter break.

# Staff absences

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In addition to our COVID mitigation strategies, we are implementing and considering the following action to mitigate the impact of staff absences.

- Increased substitute pay rates through February 4.
- Cancel meetings and professional development for teachers during the school day.
- Implement an “all hands on deck” approach through January 31.
- Move to distance learning at the secondary level until January 27.

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# Online Learning

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If online learning is necessary:

- We would provide students, staff and families at a minimum 24 hours notice (the first day of online learning would be an asynchronous day).
- Students would have the option of coming to school during the online learning period (depending on staffing levels, multiple classrooms of students may be combined and located in a large space, such as the cafeteria. Students will be working independently on their online learning assignments at school and will not receive direct instruction from staff on site providing supervision).
- We would ask families at each site to complete a survey indicating if their student(s) would attend school during the online learning period.

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# Online Learning

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If online learning is necessary:

- We would provide provide transportation for students completing online learning at school.
- Students would experience a combination of live and asynchronous instruction (schools would provide a daily schedule for students to follow). 21
- Students would use Seesaw (elementary) and Schoology (secondary) as their learning management platforms.
- Meals would be provided at schools and there would be a meal pick up option for students.
- At this time, extra and co-curricular activities would continue as scheduled.

# Next steps

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- Implement strategies to mitigate the impact of staff absence.
- Continue to monitor staff and student absence and move to online learning if necessary.
- Implement vaccination event in partnership with Hennepin County.
- Implement updated quarantine period (after MDH releases guidance).

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# SLP 2023-2024 School Calendar - Internal HR Duty Days Planning Worksheet (DRAFT2)

Aug	Mon	Tue	Wed	Thur	Fri
0		1	2	3	4
0	7	8	9	10	11
4	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

Nov	Mon	Tue	Wed	Thur	Fri
2			1	2	3
1	6	7	8	9	10
16	13	14	15	16	17
1	20	21	22	23	24
	27	28	29	30	

Feb	Mon	Tue	Wed	Thur	Fri
0				1	2
0	5	6	7	8	9
19	12	13	14	15	16
18	19	20	21	22	23
1	26	27	28	29	

May	Mon	Tue	Wed	Thur	Fri
			1	2	3
	6	7	8	9	10
	13	14	15	16	17
22	20	21	22	23	24
0	27	28	29	30	31

Sep	Mon	Tue	Wed	Thur	Fri
1-12	18				1
K	17	4	5	6	7
2	2	11	12	13	14
		18	19	20	21
		25	26	27	28

Dec	Mon	Tue	Wed	Thur	Fri
					1
13	4	5	6	7	8
1	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

Mar	Mon	Tue	Wed	Thur	Fri
					1
20	4	5	6	7	8
1	11	12	13	14	15
0	18	19	20	21	22
	25	26	27	28	29

Jun	Mon	Tue	Wed	Thur	Fri
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
4	24	25	26	27	28
1	31	32			

Oct	Mon	Tue	Wed	Thur	Fri
20	2	3	4	5	6
0	9	10	11	12	13
0	16	17	18	19	20
0	23	24	25	26	27
	30	31			

Jan	Mon	Tue	Wed	Thur	Fri
	1	2	3	4	5
17	8	9	10	11	12
1	15	16	17	18	19
3	22	23	24	25	26
0	29	30	31		

Apr	Mon	Tue	Wed	Thur	Fri
	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
17	22	23	24	25	26
1	29	30			

Qtr	K	Elem	MS	HS	Tchr
1	39	40	40	40	47
2	46	46	46	46	49
3	41	41	42	42	44
4	43	43	43	43	45
Total	169	170	171	171	185

Sem 1  
86  
Sem 2  
85

	New Teacher Workshop	8/21, 8/24 and 8/25 & BD 8/22-24
	Workshop Week	8/28 to 9/1
	Teacher Non Duty/Student & Other Staff Holidays	
	First Day 1st - 12th	9/5
	First Day Kindergarten	9/6
	No Students- Elem Conferences and Secondary PD	9/29
	EM Teacher Convention	10/19 10/20
	No Students- Elem PD and Secondary reporting	11/3
	Secondary Online Learning Day with Family Connect Conferences	11/15

	No Students-Conference Comp Day Ele & Sec	11/22
	No Students - District PD Full Day-No School	12/1 2/2
	Elem. Conferences (No Elem School-Secondary has school)	2/16
	No Students- Elem workday and Secondary reporting	3/29
	No Students- Elem and Secondary Conference Comp*	4/5
	Secondary Online Learning Day with Family Connect Conferences	4/17
	No Students-Work Day Ele/Sec-Grading-reporting	1/26 3/29 6/7
	End of Quarter-Students report	11/2 1/25 3/28 6/6
	Last Day K - 12th Students report	6/6

DRAFT 2  
11/8/21

HS Graduation tentatively June 4 or 5, 2024

# SLP 2022-2023 School Calendar - Internal HR Duty Days Planning Worksheet (DRAFT 5)

Aug	Mon	Tue	Wed	Thur	Fri
0	1	2	3	4	5
0	8	9	10	11	12
3	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

Nov	Mon	Tue	Wed	Thur	Fri
3		1	2	3	4
1	7	8	9	10	11
15	14	15	16	17	18
1	21	22	23	24	25
	28	29	30		

Feb	Mon	Tue	Wed	Thur	Fri
0			1	2	3
0	6	7	8	9	10
19	13	14	15	16	17
18	20	21	22	23	24
0	27	28			

May	Mon	Tue	Wed	Thur	Fri
	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
22	22	23	24	25	26
0	29	30	31		

Sep	Mon	Tue	Wed	Thur	Fri
1-12	18			1	2
K	17	5	6	7	8
2	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

Dec	Mon	Tue	Wed	Thur	Fri
				1	2
14	5	6	7	8	9
1	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

Mar	Mon	Tue	Wed	Thur	Fri
			1	2	3
21	6	7	8	9	10
2	13	14	15	16	17
0	20	21	22	23	24
	27	28	29	30	31

Jun	Mon	Tue	Wed	Thur	Fri
				1	2
	5	6	7	8	9
	12	13	14	15	16
6	19	20	21	22	23
1	26	27			

Oct	Mon	Tue	Wed	Thur	Fri
19	3	4	5	6	7
0	10	11	12	13	14
0	17	18	19	20	21
0	24	25	26	27	28
	31				

Jan	Mon	Tue	Wed	Thur	Fri
	2	3	4	5	6
17	9	10	11	12	13
1	16	17	18	19	20
2	23	24	25	26	27
0	30	31			

Apr	Mon	Tue	Wed	Thur	Fri
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
15	24	25	26	27	28
1					

Qtr	K	Elem	MS	HS	Tchr
1	39	40	40	40	47
2	46	46	46	46	49
3	41	41	42	42	44
4	43	43	43	43	45
Total	169	170	171	171	185

Sem 1  
86  
Sem 2  
85

	New Teacher Workshop	8/22, 8/25 and 8/26 & BD 8/23-24
	Workshop Week	8/29 to 9/2
	Teacher Non Duty/Student & Other Staff Holidays	
	First Day 1st - 12th	9/6
	First Day Kindergarten	9/7
	No Students- Elem Conferences and Secondary PD	9/30
	EM Teacher Convention	10/20 10/21
	Seconday Online Learning Day with Family Connect Conferences	11/16
	No Students- Elem PD and Secondary reporting	11/4

	No Students-Conference Comp Day Ele & Sec	11/23
	No Students - District PD Full Day-No School	12/2 2/3
	Elem. Conferences (No Elem School-Secondary has school)	2/17
	No Students- Elem workday and Secondary reporting	3/31
	No Students- Elem and Secondary Conference Comp*	4/7
	Seconday Online Learning Day with Family Connect Conferences	4/19
	No Students-Work Day Ele/Sec-Grading-reporting	1/27 3/31 6/9
	End of Quarter-Students report	11/3 1/26 3/30 6/8
	Last Day K - 12th Students report	6/8

based on  
DRAFT 3  
11/9/20

HS Graduation tentatively June 6 or 7, 2023



## CONSENT AGENDA JANUARY 2022 ORGANIZATIONAL MEETING

It is recommended that the School Board approve the January 2022 Organizational Meeting Consent Agenda and Resolution designating School District Responsible Authority to be Astein Osei, Superintendent, as presented.

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ VOTE \_\_\_\_\_

### ORGANIZATION OF THE BOARD

For the purposes of organization of the Board, the Board will be asked to authorize and re-designate the following:

#### 1. Official Newspaper of the School District

State law requires publication of official Board proceedings and certain legal notices in the “official newspaper of the District.” The Sun Sailor is recommended as the official newspaper of the District.

#### 2. The Board must designate depositories for legal purposes. Operating Account

Depositories It is recommended that the Board re-designate the following bank accounts for the July 1, 2021 through June 30, 2022 (FY22) and July 1, 2022 through June 30, 2023 (FY23):

- Associated Bank
- Citizens Independent Bank
- Account Matrix Trust Company by Genesis Employee Benefits for VEBA programs
- Capital One for escrow/purchase lease agreement

#### Investment Account Depositories

It is recommended that the following banks and savings and loan associations be designated the official depositories for investment:

- Minnesota School District Liquid Asset Fund Plus (MSDLAF+)
- PMA Securities, Inc.
- MN Trust Community Investment
- Citizens Independent Bank of St. Louis Park
- Associated Bank of St. Louis Park

#### 3. Electronic Fund Transfer Authorization

It is recommended that the Director of Business Services and Controller be authorized to use electronic processes to transfer funds.

#### **4. Authority to Make Investments**

It is recommended that the Superintendent or the Director of Business Services be authorized to make financial investments for Independent School District 283, St. Louis Park, for FY22 and FY23.

#### **5. Authority to Disburse Salaries**

It is recommended that the Superintendent or the Director of Business Services be authorized to make disbursements for salaries as provided for individual employment contracts, master employment agreements or School Board resolutions for fiscal years FY22 and FY23.

#### **6. Authority for Early Claim Payments**

It is recommended that the Superintendent or Director of Business Services pay appropriate claims in advance of School Board authorizations in order to expedite vendor payments and to utilize discount privileges, and such claims shall be reported to the School Board for FY22 and FY23.

#### **7. Authorization to Purchase**

It is recommended that the Superintendent or the Director of Business Services be authorized to lease, purchase, and contract for goods and services within the budget as approved by the Board, provided that any transaction in any amount exceeding the minimum amount of \$175,000 (M.S. 471.345.Subd.3) for which bids are required must first be specifically authorized by the Board and must fulfill all other applicable requirements in Section 123B.52.

#### **8. Deputy-Clerk and Deputy-Treasurer**

It is recommended that the Director of Business Services be appointed Deputy Treasurer and the Executive Leadership Partner be appointed Deputy Clerk of Independent School District 283, St. Louis Park, for FY22 and FY23.

#### **9. Check Signatures**

It is recommended that any two of the Superintendent, Director of Business Services and the Controller be authorized to affix mechanical/digital signatures on payroll and accounts payable checks of Independent School District 283 on behalf of the School Board Chairperson, Clerk and Treasurer.

#### **10. Appointment of School Attorneys**

It is recommended that during the year 2022 the firms Knutson Flynn & Deans, P.A. and Kennedy & Graven be designated to provide the District's legal counsel. The School Board

also authorizes the services of other legal counsel selected by the Superintendent, as necessary to conduct business and protect the legal interests of the School District.

#### **11. Resolution Appointing School District Responsible Authority**

An annual resolution is necessary to meet data privacy reporting requirements as set forth by the State of Minnesota.

***BE IT RESOLVED***, pursuant to the provisions of MN Statutes, Section 13.02 Subdivision 16, Astein Osei, Superintendent is hereby appointed Responsible Authority for St. Louis Park Public Schools, ISD #283.

***BE IT FURTHER RESOLVED***, Astein Osei, Superintendent of Schools, is hereby authorized to take all actions necessary to assure that all programs, administrative procedures and forms used within St. Louis Park School District #283 are administered in compliance with the provision of Minnesota Statutes Section 13, as amended, and with Rules as lawfully promulgated by the Commissioner of Administration as published in the State Register, by the Office of Revisor of Statutes, State of Minnesota

# 2022 School Board Compensation

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It is recommended that the School Board approve the the following School Board compensation. The School Board is not recommending an increase in compensation for 2022.

Chair	Vice Chair	Treasurer	Clerk	Member
\$6,000	\$5,500	\$5,500	\$5,500	\$5,000

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Board Planning: 2022-2023

# St. Louis Park Public Schools

Last Updated 1/2022 -FK

School Board Meeting Dates 2022-23 Tuesdays 6:30pm Start Time	
August - December	January - June
August 9, 2022	January 10, 2023
September 13, 2022	January 24, 2023
September 27, 2022	February 14, 2023
October 11, 2022	February 28, 2023
October 25, 2022	March 14, 2023
November 8, 2022	March 28, 2023
November 22, 2022	April 11, 2023
December 13, 2022	April 25, 2023
	May 9, 2023
	May 23, 2023
	June 13, 2023
	June 27, 2023

## School Board Appointments & Liaison Assignments

### **School Liaisons Through August 2022**

Aquila	Abdihakim Ibrahim
Peter Hobart	Ken Morrison
Susan Lindgren	Colin Cox
Middle School	Mary Tomback
High School	Mary Tomback
PSI	Heather Wilsey
Early Childhood	Heather Wilsey

### **Boards/Committees Through 1/2023 Unless Noted Time Commitment**

AMSD	Astein Osei & Colin Cox (Alternate Anne Casey)	2 hour meeting twice a month
Athletic Advisory Committee	Ken Morrison	
Community Education Advisory Council	Heather Wilsey	2 hour meeting once a month
DPAC	Colin Cox	Meets third Tuesday of the Month for one hour
FAC	Ken Morrison & Abdihakim Ibrahim	Meets 5 or 6 times during the school year for 1.5 hours.

Intermediate District 287	Anne Casey	2-3 hour meeting, 2/month; plus optional events; compensation; 2 year appointment changes in January
Lenox / Senior Program	Mary Tomback	1 meeting once per month
<del>Park Public Schools and Community Foundation</del>	Remove from list	
Policy Committee	Colin Cox, Mary Tomback, Heather Wilsey	Meetings as set by committee
SNAC (school nutrition)	Ken Morrison	4 times per year
Strategic Plan ACTION TEAM	TBD	Meets as needed
Strategic Plan CORE TEAM	Colin Cox & Abdihakim Ibrahim	Meets annually in spring

**Non-Board Member Reps (could also appoint Planning Commissioner)**

City Human Rights Commission	Astein Osei (will recruit alternate)	
City Parks and Rec Commission	George Hagemann (term ends 5/31/2022)  Lisa Proulx (term ends 5/31/2023)	
City Telecom Advisory Commission	Rolf Peterson (term ends 5/31/2022)	
City Planning Commission	Jim Beneke (term ends 5/31/2022)	

**School Board Meeting Dates 2022-23**  
**Tuesdays 6:30pm Start Time**

**August - December**

August 9, 2022  
September 13, 2022  
September 27, 2022  
October 11, 2022  
October 25, 2022  
November 8, 2022  
November 22, 2022  
December 13, 2022

**January - June**

January 10, 2023  
January 24, 2023  
February 14, 2023  
February 28, 2023  
March 14, 2023  
March 28, 2023  
April 11, 2023  
April 25, 2023  
May 9, 2023  
May 23, 2023  
June 6, 2023 (HS graduation tentatively  
scheduled for 6/6 or 6/7)  
June 20, 2023



### Guaranteed Buyback Agreement

This Guaranteed Buyback Agreement ("**Guaranteed Buyback**") is entered into and effective on February 15, 2022 (the "**Effective Date**") by and between TEQ Services Inc. ("**Grantor**") and Independent School District No. 283 (St. Louis Park) ("**Customer**") and incorporates the General Terms and Conditions below.

1. **Apple Product.** Customer has acquired or has leased those certain Apple Products set forth on **Exhibit 1** to this Schedule.
2. **Buyback Dates.** Customer shall have the right but not the requirement to exercise the Buyback for some or all of the Apple Products set forth on Exhibit 1 on the following dates (each a "**Buyback Date**"):
  - a. 36 Months after the Effective Date: February 15, 2025

3. **Buyback Price.** If Customer exercises the Buyback in accordance with the Guaranteed Buyback Agreement and provided the Apple Product is returned in accordance with the terms of the Guaranteed Buyback Agreement, Grantor or its assignee will pay to Customer an amount equal to the percentage set forth below multiplied by the original invoice price of the Apple Product set forth on **Exhibit 1** for the Put Product (each a "**Put Price**"), less any applicable taxes and any deductions as described in Section 2 of the General Terms and Conditions:

	Quantity	Guaranteed Buyback	Subtotal
13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB - Space Gray (5-Pack) (Part Number: MGNG3LL/A)	625	\$320.00	\$200,000.00
		Total	\$200,000.00

4. **Easy Return Services.** Customer has requested that Grantor provide Easy Return Services pursuant to Section 3 of the Guaranteed Buyback Agreement in the event Customer elects to exercise the Guaranteed Buyback.

5. **General Terms and Conditions.** The General Terms and Conditions below are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Guaranteed Buyback Agreement by their duly authorized representatives as of the Execution Date.

**Grantor**  
TEQ Services Inc.

\_\_\_\_\_  
Name:  
Title:

**Customer**  
Independent School District No. 283 (St. Louis Park)

\_\_\_\_\_  
Name:  
Title:

**Exhibit 1 to Guaranteed Buyback Agreement**

Apple Quote No. 2210801781 attached hereto and made a part hereof.

## General Terms and Conditions

These General Terms and Conditions are applicable to the Guaranteed Buyback Agreement dated on the Effective Date by and between TEQ Services Inc. ("**Grantor**") and Independent School District No. 283 (St. Louis Park) ("**Customer**").

**1. Guaranteed Buyback Option.** Subject to the following conditions precedent and the terms and conditions of this Guaranteed Buyback Agreement, Customer shall have the right to require Grantor to buyback the Apple Products set forth above (the "**Guaranteed Buyback**") provided that:

- a. Customer provides notice (the "**Guaranteed Buyback Notice**") in writing to Grantor of its election to exercise the Guaranteed Buyback at least 90 days prior to the Guaranteed Buyback Date (as set forth above), it being understood and agreed that once such election is made it cannot be unilaterally revoked by Customer;
- b. Customer returns not less than twenty (20) units of the Apple Product in accordance with Section 2, on or before the Guaranteed Buyback Date specified in the Guaranteed Buyback Notice;
- c. Customer represents and warrants that upon exercise of the Guaranteed Buyback and payment of the Guaranteed Buyback Price (as set forth above) title to all of the Apple Product returned hereunder shall vest in Grantor or its assignee free and clear of all liens, claims and encumbrances and without any further requirements or notices under applicable law. Customer further agrees to execute and/or deliver to Grantor or its assignee such documents as Grantor or its assignee may require to effectuate the free and clear transfer of title of the Apple Product to Grantor or its assignee, including without limitation, a bill of sale.

## 2. Return Conditions.

- a. On or before the Guaranteed Buyback Date set forth in a Guaranteed Buyback Notice, Customer will make available the Guaranteed Buyback Product and accessories (including, without limitation, chargers and power adapters) to any location and aboard any carrier Grantor or its assignee may designate in the continental United States. The Guaranteed Buyback Product must be maintained and returned in "Average Saleable Condition." Average Saleable Condition means that all of the Equipment must be functional, might contain light/moderate surface and/or scratches, minor dents/chips, battery with 70% or more maximum capacity, must contain only genuine parts, and is not locked through ABM/ASM or Find My [Device] or equivalent feature and be returned with its charging block and cable each in working condition.
- b. Within sixty (60) days of receipt of the Guaranteed Buyback Product, Grantor or its assignee will inspect the Guaranteed Buyback Product and notify Customer if the Guaranteed Buyback Product and all accessories were returned in the condition required by this Guaranteed Buyback Agreement. In the event the Guaranteed Buyback Product and/or the accessories were not returned in the condition required by this Guaranteed Buyback Agreement, Grantor or its assignee will deduct the cost to repair the Guaranteed Buyback Product or replace the accessories from the aggregate Guaranteed Buyback Price paid for the Guaranteed Buyback Product.
- c. Within sixty (60) days of final inspection and reconciliation of the Guaranteed Buyback Product, Grantor shall pay the Guaranteed Buyback Price, less any deductions, to the Customer pursuant to written instructions from Customer.

**3. Easy Return Services.** In the event Customer elects to have Grantor provide Easy Return Services (as defined below), the following provision will apply.

- a. Grantor will arrange for a third-party provider ("**Provider**") to provide the following services ("**Easy Return**"): (i) supply packing and boxing materials for the Guaranteed Buyback Product; (ii) payment for the return shipping of the Guaranteed Buyback Product to Grantor; and (iii) Data Erasure, which shall take place at Provider's location. Within ten (10) business days of Lessee electing to return the Guaranteed Buyback Product, Grantor will advise Customer of the Provider selected by Grantor. If, within ten (10) business days of notice from Grantor, Customer notifies Grantor that it does not approve the Provider, Grantor will refer an alternate Provider. To the extent that the alternate Provider may charge a higher fee than the one originally referred by the Grantor, the Guaranteed Buyback Price will be reduced by such excess fees.

- b. Provider will utilize the following method for the Data Erasure method for the Equipment. Provider will sanitize all hard drives using a National Institute of Standards and Technology ("**NIST**") (or successor standard) SP 800-88 compliant single (1) pass data overwrite process to ensure the complete destruction of any data from the drives. Each sanitized drive is validated through a quality inspection process (visual verification of data eradication) to ensure it has been overwritten properly. Any drives that cannot be successfully sanitized will be physically destroyed and recycled. Any other data bearing devices will be sanitized using methods compliant with the most recent version of the NIST SP 800-88.
- c. Customer has selected Easy Return and the level of Data Erasure set forth above. If Customer determines a higher level of erasure is required (either under applicable law or Customer's policies) at the time Easy Return Services are to be performed, Customer shall inform Grantor in writing and request the required level of erasure. Grantor will advise Customer of any additional costs to perform the level of data erasure requested by Customer, and Customer shall remit such amounts to Grantor within thirty (30) days of receipt of invoice from Grantor. Customer agrees to sign any forms reasonably required by the Provider and/or under applicable law in connection with the Return Services in form and substance similar to forms in use today, and in the event of any change in law or Provider between the execution of a Schedule and the day Customer elects to use the Easy Return Services that materially changes these forms, Customer shall have a chance to review such forms prior to deciding to use the Return Services. In no event shall Grantor be liable for any consequential, incidental, special or indirect damages arising from or related to the Easy Return Services.

**4. Assignment.** Customer shall not assign its rights, obligations or interests under this Guaranteed Buyback Agreement without the prior written consent of Grantor, which consent may be withheld at Grantor's sole discretion. Grantor may, in its sole discretion, assign its rights, obligations and interests under this Guaranteed Buyback Agreement without notice to Customer.

**5. Notice.** Any notice required under this Guaranteed Buyback Agreement shall be provided as follows:

**Grantor:**

TEQ Services Inc.  
23801 Calabasas Rd., Suite 101  
Calabasas, CA 91302  
Attn.: Greg Hubach, VP Remarketing

**Customer:**

Independent School District No. 283 (St. Louis Park)  
6425 West 33<sup>rd</sup> Street  
St. Louis Park, MN 55426

**6.** If at any time any one or more of the provisions of this Guaranteed Buyback Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The said provision will be replaced by the parties in a lawful manner by a provision which reflects – to the extent possible – the contents of the provision intended. Customer represents and warrants it has the authority to sell the Apple Products and has complied with all applicable state and local rules and regulations.

**7.** This Guaranteed Buyback Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

**8.** Nothing herein constitutes tax, accounting, legal or other professional advice by one party to the other.

**9.** No modification, variation or amendment of this Guaranteed Buyback Agreement shall be effective unless made in writing and signed by both parties.

**10.** This Guaranteed Buyback Agreement may be executed in any number of counterparts and all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Guaranteed Buyback Agreement in PDF or other electronic means shall be effective as delivery of a manually executed original counterpart of this Guaranteed Buyback Agreement.

**11.** This Guaranteed Buyback Agreement will be governed by the laws of the State of Minnesota.



**Independent School District No. 283 (St. Louis Park)  
Schedule No. 2 to  
Master Lease Purchase Agreement dated January 15 2018**

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**Closing Index**

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<b>#</b>	<b>Document</b>	<b>Required to Ship</b>	<b>Required to Close</b>
1.	Master Lease Purchase Agreement..... copy of active master dated 1/15/2018 included, we do not need a new Master signed. This schedule will reference back to that Master.		
2.	Ex. A - Equipment and Lease Payment Schedule.....	Yes.....	Yes
3.	Ex. B - Acceptance Certificate .....		Yes
4.	Ex. C - Board Resolution or Meeting Minutes .....	Yes.....	Yes
5.	Ex. D - Bank Qualified Designation (pertains to 8038-G) .....		Yes
6.	IRS Form 8038-G or 8038-GC.....		Yes
7.	Ex. E - Insurance Coverage Requirements (informational) .....		n/a
8.	Insurance Certificate evidencing coverage .....		Yes
9.	Ex. F - Incumbency Certificate.....	Yes.....	Yes
10.	Ex. G - Opinion of Counsel .....	Yes.....	Yes
11.	Invoice for Advance Payment – please forward to your Accounts payable team upon board approval of this lease purchase .....		Yes

Please call Gina Victor at (480) 419-3914 with any questions.

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**Original Closing Documents**

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- Once documents are signed, please first provide scanned copies of the above items to Gina.Victor@bankunited.com
- Then mail the originals to

**Apple Financial Services  
Attention: Gina Victor  
8377 East Hartford Drive, Suite 115  
Scottsdale, AZ 85255**

**STATE OF MINNESOTA MASTER AMENDMENT  
To**

**MASTER LEASE PURCHASE AGREEMENT DATED AS OF JANUARY 15, 2018**

LESSEE:

Independent School District No. 283  
(St. Louis Park)  
6425 West 33<sup>rd</sup> Street  
St. Louis Park, MN 55426

LESSOR:

Apple Inc.  
8377 E. Hartford Drive, Suite 115  
Scottsdale, AZ 85255

For and in consideration of the mutual promises and agreements contained in the Master Agreement described herein and in the Leases entered into pursuant thereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Definitions.** Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Master Agreement. As used in this Master Amendment, "Master Agreement" shall mean the Master Lease Purchase Agreement between Lessee and Lessor, as described above.

**2. Amendment to Section 9 of the Master Agreement.** Section 9 of the Master Agreement is hereby amended in its entirety to read as follows:

**9. TITLE AND SECURITY INTEREST.** During each Lease Term, all beneficial right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of the related Lease. Notwithstanding the foregoing, Lessor shall hold contractual title to the Equipment until title has fully vested in Lessee as provided in this Agreement. Lessor and Lessee agree that Lessee shall be the owner of the Equipment for federal income tax purposes and that during the Lease Term, Lessee shall have all the beneficial rights of ownership and the associated obligations and liabilities including but not limited to insurance, taxes, and maintenance associated with the Equipment. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, full and unencumbered legal title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

**3. Original Master Agreement Otherwise to Remain in Full Force and Effect.** Except as otherwise expressly provided in this Master Amendment, the original Master Agreement shall remain in full force and effect as originally executed and delivered.


**4. Effective Date.** This Master Amendment is effective as of the date stated below.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this State of Minnesota Master Amendment to be duly executed and delivered on this 15th day of January, 2018.

LESSEE:  
Independent School District No. 283  
(ST. LOUIS PARK)

LESSOR:  
APPLE INC.

By:   
Name: Sandra Salin  
Title: Director Business

By:   
Name: Meena Patel  
Title: AFS Operations Manager  
Apple Inc.



## **Master Lease Purchase Agreement**

This Master Lease Purchase Agreement dated as of January 15, 2018 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Independent School District No. 283 (St. Louis Park) ("Lessee").

**1. MASTER LEASE; SCHEDULES.** Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

**2. INVOICE PAYMENT OR REIMBURSEMENT.** With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.

**3. ESCROW AGREEMENT.** Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

**4. DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

**5. LEASE PAYMENTS.** Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive



endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

**6. NON-APPROPRIATION OF FUNDS.** Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

**7. UNCONDITIONAL OBLIGATION.** UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

**8. DISCLAIMER OF WARRANTIES.** THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

**9. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at

any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

**10. USE, MAINTENANCE AND REPAIR.** Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

**11. LIENS; TAXES.** LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

**12. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR. SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

**13. IDENTIFICATION.** Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

**14. LOSS OR DAMAGE.** Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned

to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

**15. INSURANCE.** In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

**16. DEFAULT.** Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

**17. REMEDIES.** Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

**18. PURCHASE OPTION.** At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall

terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

**19. RETURN OF EQUIPMENT.** In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

**20. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

**21. ASSIGNMENT.** Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

**22. ADDITIONAL PAYMENTS.** Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

**23. RELEASE AND INDEMNIFICATION.** To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including,

without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

**24. MISCELLANEOUS.** Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.


**25. NOTICES.** All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

LESSEE: INDEPENDENT SCHOOL DISTRICT NO. 283  
(ST. LOUIS PARK)  
6425 West 33rd Street  
St. Louis Park, MN 55426

BY:   
TITLE: Meena Patel  
AFS Operations Manager  
Apple Inc.

BY:   
TITLE: Director Business  
FED TAX ID#: 416001466

**EXHIBIT A****Schedule No. 2 Dated January 15 2022 to Master Lease Purchase Agreement Dated January 15 2018**

This Schedule No. 2 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated January 15 2018 ("Master Lease"), and is effective as of January 15 2022. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

**Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes**

**EQUIPMENT INFORMATION**

***Computer Hardware--See attached Exhibit 1.***

**LEASE PAYMENT SCHEDULE**

Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	1/15/2022					\$549,375.00
1	1/15/2022	\$349,375.00	\$0.00	\$349,375.00		\$200,000.00
2	1/15/2025	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$0.00
<b>Totals:</b>		\$549,375.00	\$0.00	\$549,375.00	<b>Rate 0.0000%</b>	

Lessee acknowledges that the discounted purchase price for the Lease is \$535,372.73 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 2.5094% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

**IMPORTANT: Read before signing.** The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: January 15 2022

LESSOR: **APPLE INC.**

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 283  
(ST. LOUIS PARK)**

SIGNATURE: **X** \_\_\_\_\_

SIGNATURE: **X** \_\_\_\_\_

NAME / TITLE: **X** \_\_\_\_\_

NAME / TITLE: **X** \_\_\_\_\_

DATE: **X** \_\_\_\_\_

DATE: **X** \_\_\_\_\_

**LESSEE BILLING INSTRUCTIONS:**

PERSON/DEPT.: \_\_\_\_\_

PO BOX/STREET: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE #: \_\_\_\_\_

CITY, ST ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 2**  
under Master Lease Purchase Agreement dated January 15 2018

Row #	Details & Comments	Qty
1	<p><b>13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB - Space Gray (5-Pack)</b></p> <p>Part Number: MGNG3LL/A</p> <p><b>Configuration:</b></p> <ul style="list-style-type: none"> <li>• 065-C99J Apple M1 chip with 8-core CPU, 7-core GPU and 16-core Neural Engine</li> <li>• 065-C99M 8GB unified memory</li> <li>• 065-C99Q 256GB SSD storage</li> <li>• 065-C9CK Touch ID</li> <li>• 065-C9CJ Two Thunderbolt / USB 4 ports</li> <li>• 065-C9CH Force Touch trackpad</li> <li>• 065-C9CL Retina display with True Tone</li> <li>• 065-C171 None</li> <li>• 065-C172 None</li> <li>• 065-C9DG Backlit Magic Keyboard – US English</li> <li>• 065-C9DN Accessory Kit</li> </ul>	625

*The above Equipment includes all attachments and accessories attached thereto and made a part thereof.*



**EXHIBIT B****ACCEPTANCE CERTIFICATE**

**Re: Schedule No. 2, dated January 15 2022, (the "Schedule") to Master Lease Purchase Agreement, dated as of January 15 2018, between Apple Inc., as Lessor, and Independent School District No. 283 (St. Louis Park), as Lessee.**

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

Payee Name: Apple Inc.

Description or Invoice #

\$ Amount

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third party integrator, and is accepted by Lessee on the date hereof.
- (2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.
- (3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
- (4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

**PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)**

LESSEE: **Independent School District No. 283 (St. Louis Park)**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)**

LESSEE: **Independent School District No. 283 (St. Louis Park)**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**PLEASE RETURN PAYMENT REQUEST TO:**

APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255



## **EXHIBIT C**

RESOLUTION NO. \_\_\_\_\_ OF Independent School District No. 283 (St. Louis Park)  
 AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY  
 OF A MASTER LEASE PURCHASE AGREEMENT;  
 AND APPROVING THE EXECUTION AND DELIVERY OF  
 SCHEDULE NO. 2 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Independent School District No. 283 (St. Louis Park) (the "District"), is authorized by the laws of the State of Minnesota (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 2 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the District.

NOW, THEREFORE, IT IS RESOLVED BY THE SCHOOL BOARD AS FOLLOWS:

**Section 1.** The District hereby authorizes and approves the execution and delivery of the Master Lease;

**Section 2.** The District hereby authorizes and approves the execution and delivery of Schedule No. 2 to the Master Lease in an amount not to exceed \$\_\_\_\_\_ for the purpose of financing the costs of the acquisition and installation of the Project;

**Section 3.** The persons of the District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title

**Section 4.** The Authorized Officers are each hereby authorized and empowered, for and on behalf of the District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

**Section 5.** The appropriate officials and employees of the District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the District's obligations and agreements pursuant thereto.

**Section 6.** All actions of the officers, agents and employees of the District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE SCHOOL BOARD ON [DATE OF RESOLUTION].

\_\_\_\_\_  
 Signatory

Attest: \_\_\_\_\_

District Clerk

**EXHIBIT D**

**BANK QUALIFIED DESIGNATION**

**Schedule No. 2 to Master Lease Purchase Agreement Dated January 15 2018**

Lessee hereby represents and certifies the following (please check one):

**Bank Qualified [if Bank Qualified, also check the box on Line 39 of IRS Form 8038-G]**

- ☐ Check this box if this Lease is designated as a “small issuer exception” under section 265(b)(3)(B)(i)(III).  
[Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the January 15 2022 calendar year will not exceed \$10,000,000.]

**Non-Bank Qualified [if Non-Bank Qualified, do not check the box on Line 39 of IRS Form 8038-G]**

- ☐ Check this box if Lessee has not designated this Lease as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: **Independent School District No. 283 (St. Louis Park)**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

## Instructions for 8038-G:

*Updated for use with September, 2018 form*

The below described lines need to be completed by the Lessee:

**Line 2:**

**Enter the EIN number of the Issuer (Lessee)**

An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at [www.irs.gov](http://www.irs.gov). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 10a and 10b:**

**Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information**

If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

**Line 39:**

**Bank Qualified Designation**

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2021 will not exceed \$10,000,000.]

**Lines 41a-41d and 42:**

**Hedges**

If the issuer (Lessee) has identified a hedge, this section must be completed.

**Line 43:**

**Written procedures regarding Remediation of Non-Qualified Bonds**

Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).

**Line 44:**

**Written procedures to monitor Section 148 of the Code**

Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

**Lines 45a and 45b:**

**Reimbursement**

If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

**Signature and Consent:**

**Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.**

**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.**REF# 103275**

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

<b>Part II Type of Issue (enter the issue price).</b> See the instructions and attach schedule.			
11 Education . . . . .		11	
12 Health and hospital . . . . .		12	
13 Transportation . . . . .		13	
14 Public safety . . . . .		14	
15 Environment (including sewage bonds) . . . . .		15	
16 Housing . . . . .		16	
17 Utilities . . . . .		17	
18 Other. Describe ►		18	
19a If bonds are TANs or RANs, check only box 19a . . . . .	► <input type="checkbox"/>		
b If bonds are BANs, check only box 19b . . . . .	► <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box . . . . .	► <input type="checkbox"/>		

<b>Part III Description of Bonds.</b> Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>					
22	Proceeds used for accrued interest . . . . .			22	
23	Issue price of entire issue (enter amount from line 21, column (b)) . . . . .			23	
24	Proceeds used for bond issuance costs (including underwriters' discount) . . . . .			24	
25	Proceeds used for credit enhancement . . . . .			25	
26	Proceeds allocated to reasonably required reserve or replacement fund . . . . .			26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .			27	
28	Proceeds used to refund prior taxable bonds. Complete Part V . . . . .			28	
29	Total (add lines 24 through 28) . . . . .			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .			30	

<b>Part V Description of Refunded Bonds.</b> Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	►	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	►	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
<b>c</b>	Enter the name of the GIC provider ► _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ► _____		
<b>d</b>	Enter the name of the issuer of the master pool bond ► _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ► _____		
<b>c</b>	Type of hedge ► _____		
<b>d</b>	Term of hedge ► _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement . . . . . ► _____		
<b>b</b>	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ <div style="text-align: right;">Date _____</div>	Type or print name and title _____
---	------------------------------------

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ► _____			Firm's EIN ► _____	
Firm's address ► _____			Phone no. _____	

## **EXHIBIT E**

### **INSURANCE COVERAGE REQUIREMENTS**

#### **Independent School District No. 283 (St. Louis Park)**

- 1) Property Damage & Loss Coverage -
  - a) "All Risk" Physical Damage & Loss Insurance
  - b) Include: Policy Number, Effective Date and Expiration Date
  - c) **APPLE INC. and its Assigns** named "Loss Payee"
  - d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 2) The Certificate Holder should be named as follows:

**APPLE INC. and its assigns**  
8377 East Hartford Drive, Suite 115  
Scottsdale, AZ 85255

#### **FOR SELF INSURANCE:**

Self-insurance is only permitted **with Lessor's prior written consent**. If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

**EXHIBIT F**

**INCUMBENCY CERTIFICATE**

**Schedule No. 2 to Master Lease Purchase Agreement dated January 15 2018**

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: **Independent School District No. 283 (St. Louis Park)**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)**



**Financial Services**  
Education Finance

---

**Lessee:** Independent School District No. 283 (St. Louis Park)

**Attention:** Accounts Payable

---

**Invoice Number:** First Payment / 103275  
**Invoice Due Date:** 1/15/2022  
**Amount Due:** \$349,375.00

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**Equipment Description:** Apple Computer Equipment

**Customer Reference Number:** MLA# 1104-2-103275

Payment Number	Amount Due
-------------------	---------------

1	\$349,375.00
---	--------------

**Remit to:**

**Apple Financial Services**  
P.O. Box 028549  
Miami, FL 33102-8549

---

**Keep top portion for your records**

---

**Please detach bottom portion and return with your payment.**

## **Apple Financial Services**

**Remit to:**

**Apple Financial Services**  
P.O. Box 028549  
Miami, FL 33102-8549

**Invoice Number:** First Payment / 103275

**Due Date:** 1/15/2022

**Amount Due:** \$349,375.00



## **EXHIBIT C**

RESOLUTION NO. \_\_\_\_\_ OF Independent School District No. 283 (St. Louis Park)  
AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY  
OF A MASTER LEASE PURCHASE AGREEMENT;  
AND APPROVING THE EXECUTION AND DELIVERY OF  
SCHEDULE NO. 2 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Independent School District No. 283 (St. Louis Park) (the "District"), is authorized by the laws of the State of Minnesota (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 2 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the District.

NOW, THEREFORE, IT IS RESOLVED BY THE SCHOOL BOARD AS FOLLOWS:

**Section 1.** The District hereby authorizes and approves the execution and delivery of the Master Lease;

**Section 2.** The District hereby authorizes and approves the execution and delivery of Schedule No. 2 to the Master Lease in an amount not to exceed \$\_\_\_\_\_ for the purpose of financing the costs of the acquisition and installation of the Project;

**Section 3.** The persons of the District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title

**Section 4.** The Authorized Officers are each hereby authorized and empowered, for and on behalf of the District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

**Section 5.** The appropriate officials and employees of the District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the District's obligations and agreements pursuant thereto.

**Section 6.** All actions of the officers, agents and employees of the District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE SCHOOL BOARD ON [DATE OF RESOLUTION].

\_\_\_\_\_  
Signatory

Attest: \_\_\_\_\_

District Clerk



**St. Louis Park  
Public Schools**

*Achieving success, one student at a time!*

**~~2019-2021~~2021-2023**

**AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT  
NO. 283**

**St. Louis Park, Minnesota**

**and**

**Clerical/Administrative Assistants  
of Park Schools**

**CAPS**

*Effective through June 30, 20231*

Board Approved: February 10, 2020



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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, hereinafter referred to as the District, and the Clerical/Administrative Assistants of Park Schools, hereinafter referred to as CAPS, 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 Administrative Assistant and clerical personnel during the duration of this Agreement.

## ARTICLE 2 - DEFINITIONS

### **2.1 School Board or District**

For purposes of this Agreement, the terms District or School Board shall mean the School Board or its designated representative.

### **2.2 Clerical/Administrative Assistant Personnel**

For purposes of this Agreement, the term personnel or employees shall mean those employees included in the appropriate unit and represented by the exclusive representative.

### **2.3 Seniority**

For purposes of this Agreement, the term seniority shall mean the accumulation of continuous years of service in a position covered by the CAPS employee contract in positions of 20 or more hours per week. Seniority shall not apply to employees whose positions are funded by state and/or federal project grants (See Article 15.2 Seniority).

### **2.4 Appropriate Supervisor**

For purposes of this Agreement, the term appropriate supervisor shall mean the building principal or other immediate supervisor as designated by the District.

### **2.5 Other Terms**

Terms not defined in this Agreement shall have those meanings as defined by the 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 CAPS as the exclusive representative of classified administrative assistant and secretarial/clerical personnel, as defined in Section 3.2, employed by the District. CAPS 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**

CAPS shall represent all classified administrative assistant and any secretarial/clerical staff of Independent School District No. 283, St. Louis Park, Minnesota who are employed for more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee bargaining unit, and for more than sixty-seven (67) workdays per year, including those on leave of absence who are guaranteed a position upon their return. The current job titles, as of the ratification of this Agreement, are listed in Appendix A.

## ARTICLE 4 - DISTRICT RIGHTS

### **4.1 Inherent Managerial Rights**

In compliance with P.E.L.R.A. 179A. 07, Subd. 1, the parties recognize that the School 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 District.

### **4.2 Management Responsibilities**

The parties recognize the right and obligation of the School 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 employees covered by this Agreement shall perform the services prescribed by the District in their job descriptions. The parties also recognize the right, obligation and duty of the School 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 employees 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 provision 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 - EMPLOYEE RIGHTS

### **5.1 Right to Views**

In compliance with P.E.L.R.A. 179A.06, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or that employee's 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 CAPS.

### **5.2 Right to Join**

In compliance with P.E.L.R.A. 179A.06, Subd. 2, personnel 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 ~~Deduction~~Check-Off**

In compliance with P.E.L.R.A. 179A.06, Subd. 6, personnel shall have the right to request and be allowed dues ~~check off~~~~deduction~~ for CAPS provided that dues ~~deductions~~~~check-off~~ and the proceeds thereof shall not be allowed to CAPS if it has lost its right to dues ~~deductions~~~~check-off~~ pursuant to 179.19, 5 Subd. 7 of P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to CAPS during the period provided in said authorization.

### **5.4 Credit UnionDirect Deposit**

The District shall allow a ~~direct deposit payroll deduction plan for the United Educators Credit Union or direct deposits~~to a credit union or to other eligible banking institutions that accept standard ACH deductions.

### **5.5 Personnel Files**

All evaluations and files generated within the District relating to each employee shall be available during regular school business hours to each individual employee upon reasonable notice. The employee shall have the right to reproduce any of the contents of the files at the employee'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.

**5.6 School Buildings and Facilities**

CAPS 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.

**5.7 Private and Personal Life**

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

**5.8 Information Requests**

In compliance with P.E.L.R.A. 179A.13, Subd. 2 (11), CAPS shall have access, upon reasonable notice, to appropriate any available financial information, not deemed confidential, necessary for CAPS to exercise its responsibilities as exclusive representative.

**ARTICLE 6 - THE WORK YEAR****6.1 Employee Duty Days**

The employee shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

**6.2 School Closings**

In the event of any school closing, employees will report for duty only if so requested by an appropriate supervisor. Employees requested to report for duty will be compensated by receiving an alternative day off agreed upon with their supervisor. Employees not requested to report would be paid for up to five (5) days of school closing or such days will be made up if all other employees are required to make up such days.

**6.3 Holidays**

- A. Eligibility: In order to be eligible for holiday pay, an employee must be employed at least 20 hours per week and the holiday must fall within the employee's normal work year. The employee must have worked the employee's regular work day before and after the holiday, unless the employee is on paid leave or vacation under the provisions of this Agreement.
- B. Holidays shall include: Independence Day\*, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Dr. Martin Luther King Jr. Day, Presidents Day, Spring Break Holiday (last Friday of Spring Break) ~~Good Friday and~~ Memorial Day.
- C. Independence Day would not typically be a paid holiday for employees working less than 12-month work years, unless specifically designated in their work year.
- D. School in Session: 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 that falls within an employee's vacation period shall not be counted as a vacation day.

## ARTICLE 7 - THE WORK DAY

### 7.1 Work Hours

The specific work hours for each employee may vary according to the needs of the District. Human Resources will create the overall work year calendar and hours for the employee. Employees shall be notified approximately two weeks prior to their assignment of the school year as to the assigned building, starting date, daily hours, wage rate, and number of days employed, or as much of such information as has been determined at that time. The appropriate supervisor will designate the hours and may provide flexibility around the employee's actual work day calendar that benefits the program and the employee. In the event of a change in assignment, employees shall be given written notice of at least five (5) days. In an emergency, the District shall notify an employee of an assignment change and follow-up within five (5) days with the change in writing.

### 7.2 Work Week

The maximum work week for full-time employees shall be forty (40) hours per week and no more than five (5) days per week.

## ARTICLE 8 - BASIC COMPENSATION

### 8.1 Rates of Pay ~~2019-2021~~<sup>2021-2023</sup>

- A. The wages and salaries reflected in Schedules A & B attached hereto, shall be part of the agreement for the ~~2019-2020~~<sup>2021-2022</sup> and ~~2020-2021~~<sup>2022-2023</sup> school years.
- B. Effective school years ~~2019-2020~~<sup>2021-2022</sup> and ~~2020-2021~~<sup>2022-2023</sup>, employees shall advance on the salary schedule one step (1) for each year of the agreement subject to the right of the School Board to withhold increments for just cause. An increment shall not be withheld unless the employee is notified of the deficiency in writing and given reasonable opportunity to correct the deficiency. Any employee who is not satisfied with the outcome of this procedure may file a grievance on the matter.

### 8.2 Anniversary Date

The anniversary date for all employees shall be July 1. To advance to the next step on the anniversary date, a twelve (12) month employee must have completed not less than six (6) months of service (1,000 paid hours or at least 50% of the employee's normal FTE) prior to the anniversary date. Personnel employed for less than twelve (12) months per year shall have completed not less than four and one-half (4-1/2) months of service (780 paid hours or at least 50% of the employee's normal FTE) prior to the anniversary date.

### 8.3 Method of Payment

- A. Employees shall be paid in twenty-four (24) payments, such pay days to be on the fifteenth (15<sup>th</sup>) and last day of each month.
- B. Employees hired prior to January 1, 2016 who were regularly employed for less than two hundred (200) days per year and elected to receive their salary in nineteen (19) equal payments may continue on this plan. Each year as of July 1, employees will be given the choice to change to the 24 payment plan. Once the employee moves to the 24 pay option they will remain on that pay plan.
- C. In the event that pay dates fall on a weekend or holiday, the payday shall be the preceding workday.
- D. The District may choose to move payroll to paying every other Friday, instead of the 15<sup>th</sup> and last day of each month. In the event the District plans to move pay dates, it will give CAPS not less than one year of notice and meet and confer on the plan for implementing the change.

### 8.4 Deduction

In the event that an employee is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction shall be one (1) hour's pay for each such hour's absence.

### **8.5 Initial Placement**

New employees hired after July 1, 2015-2021 may be placed on any of the first ~~seven~~<sup>five</sup> steps of the salary schedule based on experience and qualifications to be determined by Human Resources. The Human Resource Department will notify CAPS of placements above Step 1. In the event that the District has the need to hire someone in a classification above Step ~~7~~<sup>5</sup>, then Human Resources will meet and discuss the relevant criteria for initial step placement. If placing a new employee at Step ~~8~~<sup>6</sup> or above, then CAPS and the District must mutually agree to the placement. CAPS will provide the contact information for the CAPS Executive Board Members and CAPS agrees to respond to request from HR within 24 hours. The years of outside experience granted at the time of initial placement will be recorded and counted toward the total years of service completed in the District.

A CAPS employee who has separated employment with the District and is rehired to a CAPS position within the next 36 months from the separation date shall be allowed to return with salary placement on at least the step at which they left, or a higher appropriate step placement based on the experience and step advancement in this Article.

This provision shall not be retroactive.

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

### **9.1 Overtime**

Scheduled overtime work after forty (40) hours per week and on Saturdays, Sundays, or designated holidays, shall be paid at the rate of time and one-half (1-1/2). The payment of overtime may be in salary or accrued and used as compensatory time off to be scheduled with the employee's supervisor.

### **9.2 Working Above Classification**

When an employee covered by this Agreement, is officially assigned by their supervisor to fill in for the temporary absence of a higher classified employee in this bargaining unit for more than five (5) days, the employee assigned by their supervisor as the replacement shall be paid a premium starting on the sixth day of work in that assignment. The Working Above Classification Premium above the employee's current basic salary step rate shall be 5% for working one classification higher or 10% for working two or more classifications higher. In the event that the supervisor knows from the start that the assignment will be longer than five days, then the employee will receive the higher pay from the first day of the assignment in the higher classification. It is the responsibility of the supervisor to notify Human Resources of the starting date for the working out of classification assignment.

### **9.3 Jury Duty**

An employee who serves on jury duty will 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, less the mileage and other expenses, as regulated by state guidelines.~~ <sup>kept by the employee.</sup> If an employee is released from jury duty for a full or half day, the employee shall report back to work for the remainder of the day while on paid status.

### **9.4 Professional Development Day**

Employees will be allowed one (1) paid day per year for elective conferences or training, not including required training or conferences, with Principal/supervisor approval. This day shall not be deducted from vacation or personal leave days.

**9.5 Certified Administrative Professional**

Any employee who achieves a Certified Administrative Professional, formerly known as Certified Professional Secretary (CPS), rating and is serving in a position covered by this agreement shall receive a wage increment of an additional \$.15/hr. The employee is required to turn in a copy of the certification to Human Resources. In the event that the certification expires, the employee must renew and provide a copy of the active certification. The payment will begin the first pay-period after Human Resources receives a valid certificate.

**9.6 Expense Reimbursement**

In the event that the CAPS member is required to have a personal cell phone available and to be accessible for calls during the workday, then the employee may be reimbursed up to \$50/mo. in expenses for the use of the cell phone during working hours. The employee must provide receipts and will be reimbursed quarterly.

**ARTICLE 10 - VACATIONS****10.1 Eligibility**

Regularly employed persons working at least 1,000 hours per year and at least 20 hours per week shall accrue vacation leave within one of the following groups:

Group A: Forty-six (46) through fifty-two (52) week - scheduled at least 230 paid days.

Group B: Forty (40) through forty-five (45) week - scheduled at least 200 paid days.

Group C: Less than Forty (40) week – eligible employees scheduled less than 200 paid days.

**10.2 Earned Vacation**

A. Group A in Section 10.1 shall accrue vacation as follows:

- 1-1/4 of a day for each month of service for each year during the first four (4) years of service (0-3 years completed) in the District, to a maximum of fifteen (15) days in any one year.
- 1-2/3 days for each month of service for each year after completing four (4) years of service in the District, to a maximum of twenty (20) days in any one year.
- 2-1/12 days for each month of service for each year after completing ten (10) years of service in the District, to a maximum of twenty-five (25) days in any one year.
- Add one additional day each year after completing sixteen (16) of service in the District to a maximum of thirty (30) days in any one-year.

B. Group B in Section 10.1 shall accrue vacation as follows:

- ~~Three (3)~~~~Two (2)~~ days each year during the first ~~four~~~~five~~ (45) years of service (0-~~4~~~~3~~ years completed) in the District
- ~~Four (4)~~~~Three (3)~~ days each year after completing ~~four~~~~five~~ (45) years of service in the District
- Five (5) days each year after completing ten (10) years of service in the District
- ~~Eight (8)~~~~Six (6)~~ days each year after completing twenty (20) years of service in the District

C. Group C in Section 10.1 shall accrue ~~three~~ ~~two~~ (~~32~~) days of vacation each year.

~~D. Group B or C employees hired prior to January 1, 1991 and continuously employed shall accrue vacation at eight (8) days each year based on twenty (20) years of service in the District.~~

**10.3 Application**

- A. Vacation accrual amounts shall be determined as of July 1, of each year.
- B. If an eligible employee starts in a CAPS covered position after July 1, the employee will be given the prorated amount of vacation for the remainder of that year.
- C. For those employees working four (4) or more but less than eight (8) hours per day, vacation shall accrue on a pro-rata basis.



**10.4 Other Vacation Rules**

- A. Employees must submit an online request for vacation to their supervisor using the District's Employee Time-off Portal at least four (4) days in advance. Request for vacation is subject to the approval of the supervisor.
- B. Employees accrue vacation during a particular fiscal year (July 1 to June 30). Vacation accrued as of June 30 of each year must be used by the following January 31 or will be forfeited unless otherwise approved in writing by the District. There will be no payment in lieu of vacation for those individuals in Group A of Section 10.1 unless mutually agreed to by the employee and the District.
- C. If the employee resigns before completing six (6) months of service the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the employee's final check. An employee who has completed at least six (6) months of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the District with at least two (2) weeks' advance notice of the employee's resignation time, unless such termination is by reason of death or disability. Effective July 1, 2022, the maximum payout shall be no more than one year's vacation accrual rate.
- D. Change in Work Year - CAPS employees moving from Group C to Group B to Group A in Section 10.1 shall accrue vacation days based on years of service in the District.

**ARTICLE 11 - GROUP INSURANCE****11.1 Selection of Carrier**

The selection of the insurance carrier and policy shall be made by the District.

**11.2 Insurance Eligibility**

For purposes of ARTICLE 11, it is understood and agreed by the parties that participation in the group insurance plan as stated shall be allowed only to those employees who are employed at least thirty (30) or more hours per week. For those employees working twenty (20) hours per week or more but less than thirty (30) hours per week hours per the following shall apply:

- A. District contribution to the health insurance program shall be one-half (1/2) the applicable amounts stated in Sections 11.3A and 11.3B.
- B. District contribution to dental insurance shall be one-half (1/2) the amount stated in Section 11.4.
- C. Group income protection (LTD) as in force in Section 11.5.
- D. Life insurance in one-half (1/2) the amount stated in Section 11.6.
- E. For purposes of Section 11.2, it is understood and agreed that a "week" is defined as any five days in which an employee is assigned to work.

**11.3 Employer Contribution**

The District will contribute up to the following amounts to the coverage selected by eligible employees regularly scheduled to work six (6) or more hours per day and 30 hours per week:

**11.3A District Health Insurance Program Non-Deductible/Standard:**

District Contributions Standard-Plan A	Employee	Employee + 1	Family
July 1, 20 <del>21</del> 19	\$ <del>510</del> 505/mo	\$ <del>935</del> 860/mo	\$1, <del>340</del> 275/mo
July 1, 20 <del>22</del> 20	\$ <del>520</del> 505/mo	\$ <del>963</del> 860/mo	\$1, <del>380</del> 275/mo
<u>July 1, 2023*</u>	<u>\$520/mo</u>	<u>\$985/mo</u>	<u>\$1,410/mo</u>

**11.3B District Health Insurance Program Deductible/VEBA:**

District Contributions VEBA-Plan B	Employee	Employee + 1	Family
July 1, 20 <del>21</del> 19	\$ <del>628</del> 590/mo	\$1, <del>280</del> 180/mo	\$1, <del>695</del> 600/mo
July 1, 20 <del>22</del> 20	\$ <del>643</del> 610/mo	\$1, <del>315</del> ,240/mo	\$1, <del>745</del> 650/mo
<u>July 1, 2023*</u>	<u>\$650/mo</u>	<u>\$1,340/mo</u>	<u>\$1,780/mo</u>



\*A third year of contributions are provided to ease open enrollment for employees in 2023. The contribution amounts for 7-1-2023 will be subject to bargaining in the 2023-2025 bargaining cycle.

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~~by September 1 of the plan year.

#### **11.4 Dental Insurance**

The District shall contribute toward a portion of the premium for dental insurance for the ~~2017-2019~~2021-2023 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, 20 <del>21</del> 19	\$52/mo	\$95/mo
July 1, 202 <del>2</del> 0	\$52/mo	\$95/mo

In the event that a successor agreement has not been entered into by July 1, 202~~3~~1, District's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 202~~2~~0.

#### **11.5 Group Income Protection – Long Term Disability (LTD)**

- A. The District shall pay the premium for the LTD insurance in force on the effective date of this Agreement for all employees who are eligible for and are enrolled in the LTD plan. Subject to the provisions of the policy, the plan provides for a benefit of 2/3 of income but with a monthly maximum of \$7,500 per month.
- B. When an employee is placed on long-term disability, the District shall contribute the dollar amount of single coverage in effect at the time the employee goes on disability, regardless of the employee's current level of coverage. The District shall never pay more than the single amount in effect at the time of the onset of the employee's disability. 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 three (3) years from date of placement on long-term disability or the occurrence of the employee's Medicare Eligibility, whichever comes first.

#### **11.6 Life Insurance**

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

#### **11.7 Health Care Savings Plan in Lieu of Retiree Health Insurance (Hired on or after 7-1-2005)**

- A. Employees hired on 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. Upon completing five years of service, employees will be automatically enrolled in the plan before the first contribution is made by the District on their behalf. Employees hired prior to July 1, 2005, and eligible for health insurance coverage who previously elected to participate in this HCSP will continue within this program with the understanding that it will not be retroactive and that there is no re-election of the retiree health insurance program (Appendix B) in the future.
- B. Employees who have completed 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 District contributions to be placed in the employee's HCSP account:
  - \$1,000 annually for five (5) to nine (9) completed years of service.
  - \$2,500 annually for 10-14 completed years of service
  - \$5,000 annually for 15 full years of service

- C. District contributions are based on full-time employment and paid a pro-rated based for less than 1.0 FTE and less than the completion of a full-year.
- D. The maximum total District contributions to any employee's HCSP account will be \$50,000.

### **11.8 Claims Against the District**

It is understood that the District's only obligation under Article 11 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.

### **11.9 Duration of Insurance Contribution**

An employee is eligible for monthly District contributions as provided in ARTICLE 11 as long as the employee is employed by the District in a position covered by this agreement and is working enough hours to meet the eligibility requirements of Article 11.2. Upon termination of employment, leaving a position covered by the CAPS unit or if the hours of work drop below .5 FTE, all District participation and contribution shall cease on the last day of the month in which the employee was working in an eligible position~~terminated~~.

### **11.10 Continued Coverage**

Employees shall be eligible to continue participation in the District health insurance plan through COBRA coverage, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance, under the following circumstances:

- A. The employee retires prior to the age of Medicare Eligibility;
- B. Is at least 55 years of age; and
- C. Has completed at least ten (10) years continuous service in the District.

The employee's right to continue participation in such group insurance; however, shall discontinue upon reaching the age of Medicare Eligibility. The right to participation pursuant to this Section 11.10 shall not be retroactive in application.

### **11.11 Marital Status**

For employee plus one and family coverage, marriage is defined by state statute. (MN 2017 Statutes-Section 517.01)

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **12.1 Eligibility and Basic Leave Allowance**

Employees working 12 month assignments will receive a leave allowance of fifteen (15) days and employees scheduled less than 12 months will receive twelve (12) days. The leave allowance of paid days shall be granted for each full school year provided an employee is scheduled at least four (4) hours per day and has served for a minimum of twenty (20) duty days each year. Leave not used during any school year shall accumulate without limit. An employee employed at least four (4) hours per day but less than six (6) hours per day shall accrue and use basic accumulated leave on a pro-rata basis.

### **12.2 Sick Leave**

- A. An employee may use one (1) day of accumulated leave for each day of personal illness. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, for such reasonable period as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. (Minn. Stat. §181.9413).
- B. Basic accumulated leave pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented the employee's attendance at school and performance of duties on that day or days or as otherwise allowed in Section 12.2.
- C. The District may require an employee to furnish a medical certificate as evidence of illness, indicating such absence was due to illness, in order to qualify for basic accumulated leave pay.

- D. In the event that a medical certificate will be required, the employee will be so advised in writing.
- E. For necessary absence because of illness in the immediate family, the employee, 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 immediate family shall be interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren and step parents. In the case of a son or daughter less than eighteen (18) years old, refer to Section 12.2.1.
- F. For necessary absence because of illness in the close family, the employee, upon approval of the responsible administrator, may use up to three (3) of the days from accumulated leave allowance in any one school year at no salary deduction. The close family shall be interpreted to mean: 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 employee and who clearly stands in the same relationship with the employee.
- G. In the event an employee, in a particular year, has fully utilized the number of days provided in Sections 12.2.E and 12.2.F for absence due to the illness of an immediate family member and/or close family member, the employee has accumulated leave allowance remaining, and an immediate or close family member requires additional care, an additional number of days, not exceeding five (5) days, may be granted by the Director of Human Resources, if in the discretion of the Director, additional days are warranted.
- H. The employee may utilize up to twelve (12) work weeks per year of job-protected leave for:
1. Family Leave
    - a. The birth of a child of the employee and in order to care for such child.
    - b. The placement of a child with the employee for adoption or foster care.
  2. Medical Leave
    - a. To care for a family member who has a serious health condition.
    - b. Treatment of a serious health condition that makes the employee unable to perform the functions of the position of such employee. The employee may elect to use accrued paid leave or may request a leave without pay or a combination of the two for the leave period. Such leave is subject to the provisions of Public Law 103-3, the Family and Medical Leave Act of 1993.
- I. After basic accumulated 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 basic accumulated leave may be granted by the Director of Human Resources.
- J. Eligible employees may access up to a maximum of 160 hours of accumulated and unused sick leave in a school year for the care of relatives in accordance with Minn. Stat. § 181.9413 and sections G, H and I of this Article.
- K. When an employee is injured on the job in the service of the District and is collecting worker's compensation insurance payments, the employee will not also receive a regular check from the District for those same days, but may draw upon available Sick Leave to cover the employee cost of any insurance benefits. 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 basic leave pay so as not to receive more than the employees full regularly scheduled salary payment. Only the fraction of the regular pay not covered by LTD will be deducted from the employee's accrued basic accumulated leave.
- L. At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, the employee will not also receive a regular check from the District for those same days, but may draw upon available Sick Leave to cover the employee cost of any insurance benefits as long as the employee continues on long-term disability compensation. When an employee is injured on the job in the service of the District and collecting Worker's Compensation Insurance as well as drawing on basic accumulated leave and receiving full salary from the District, the employee's 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 the employee's accrued basic accumulated leave.

**12.3 Personal Leave**

- A. An employee scheduled at least four (4) or more hours per day may be granted personal leave at the discretion of their supervisor of no more than three (3) days per year, such leave to be deducted from the accumulated leave. Events which qualify for use of this leave allowance are those extraordinary situations that arise requiring the employee's immediate attention which cannot be attended to when school is not in session and which are not covered under other policies.
- B. Requests for such leave must be made in ~~the District's online time-off system~~ writing to the immediate supervisor at least two (2) days in advance, except in cases of emergency. If an emergency makes it impossible to submit an ~~online-written~~ request for personal leave in advance, an oral request shall be submitted to the immediate supervisor and then confirmed by submitting the request online immediately upon the return of the employee. The request shall state the reason for the proposed leave. The Director of Human Resources reserves the right to refuse to grant such leave.
- C. A personal day normally shall not be granted for the days preceding or the day following holidays or vacations, and the first five (5) days and the last five (5) days of the school year.
- D. In case of religious holidays or extreme emergency, additional leave with pay may be granted by the Director of Human Resources and such leave shall be deducted from the employee's basic accumulated leave.

**12.4 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 12.2). 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 12.2), 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.

**12.5 General Leaves of Absence**

- A. Employees scheduled at least four (4) or more hours per day may apply for an unpaid leave of absence subject to the provisions of Section 12.5. The granting of such leave shall be at the discretion of the District.
- B. Such leave may be granted by the District for Peace Corps, Vista, extended illness of the employee, extended illness of the employee's family, adoption, civic activities or other reasons deemed appropriate by the District.
- C. An employee on leave is eligible to participate in group insurance programs for which the employee is eligible if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the leave. If the employee's unpaid leave is under the Family and Medical Leave Act of 1993, the District will continue their medical coverage contribution for up to twelve (12) weeks. It is the responsibility of the employee to make arrangements with the Benefits Office to pay to the District the monthly premium amounts in advance and on such date as determined by the District.
- D. An employee on leave of absence under Section 12.5 shall retain such amount of accumulated leave days, experience credit, seniority and other accrued benefits which the employee had accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional basic accumulated leave, experience credit, seniority or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.
- E. Leaves of absence of thirty (30) days or less granted under Section 12.5 shall accrue basic accumulated leave, experience credit, seniority and other benefits as if continuously employed.
- F. An employee on leave of absence under Section 12.5 shall notify the District, in writing, of their intent to return to the District, at least two weeks prior to the expiration of the leave. Failure to so notify the District shall constitute a resignation. An employee granted a leave of absence under Section 12.5 of thirty (30) days or less

shall return to their former position. An employee returning from a leave of absence under Section 12.5 of more than thirty (30) days, but less than one year, shall be re-employed in the position the employee had prior to taking the leave of absence or a comparable position for which the employee is qualified. Qualifications and assignment of employees returning from a leave of absence under Section 12.5 of more than thirty (30) days shall be determined by the District.

**12.6 Child Care Leave**

- A. The District shall grant, upon request of the employee, a child care leave, without pay, to one parent of a child, natural or adopted, subject to the provisions of Section 12.6. For purposes of Section 12.6, the term child care shall include but not be limited to the period of time when an employee is pregnant.
- B. In the event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize disability. Thereafter, an employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability, such child care leave shall be in effect for the date of commencement through the period of child birth and recovery.
- C. A pregnant employee shall notify the Director of Human Resources in writing not later than the end of the sixth month of her pregnancy and the expected dates of leave.
- D. An employee 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 employee and the Superintendent or designee, taking into account the continuity of the administrative needs of the program and the desires of the employee.
- 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 employee to return to employment prior to the date designated in the approved child care leave.
- F. An employee returning from child care leave shall be re-employed in the same position and/or classification. In the event of staff reduction, an employee returning from child care leave is subject to ARTICLE 15 of this Agreement.
- G. An employee on child care leave is eligible to participate in those group insurance programs for which the employee was eligible when employed, if permitted under the insurance policy provisions, and shall pay the entire premium for such programs as the employee wishes to retain after the twelve (12) weeks leave permitted by the Family and Medical Leave Act of 1993. It is the responsibility of the employee to make arrangements with the Benefits Office to pay the District the monthly premium amounts in advance and on such dates as determined by the District. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to Section 12.6.
- H. An employee on leave of absence under Section 12.6 shall retain such amounts of basic accumulated leave days, experience credit, and other accrued benefits which the employee accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional basic accumulated leave, experience credit or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.

**ARTICLE 13 – DEFERRED COMPENSATION****13. Deferred Compensation Matching Program**

Eligible employees include (a) employees hired on or after July 1, 1999 and (b) employees hired prior to July 1, 1999 who elected this Deferred Compensation Matching Program and do not participate in the District Severance Pay Program (see Appendix B – Severance). All eligible employees in the CAPS unit as defined in this Section after having completed five years of service in the St. Louis Park Public School District will be eligible to participate in the deferred compensation matching program. The District will match the amount an employee contributes up to the amounts defined in Section 13.C. District contributions will be on a pro-rata basis.

- A. Eligible employees must elect to participate in the deferred compensation program each year. Participation will continue at the same level until the Payroll Department is notified in writing of any changes.

- B. The District will pay its matching share of FICA taxes as provided in Minnesota Deferred Compensation legislation until legislation changes.
- C. The District will match eligible employee's contributions up to the following amounts:
- \$500 maximum: Employees who have completed 0-4 years of service in the District annually.
  - \$750 maximum: Employees who have completed 5-9 years of service in the District annually.
  - \$1000 maximum: Employees who have completed 10-14 years of service in the District annually.
  - \$1250 maximum: Employees who have completed 15-19 years of service in the District annually.
  - \$1500 maximum: Employees who have completed 20 or more years of service in the District annually.
- ~~D. District participation in the program will not exceed \$30,000.~~
- DE. Employees hired prior to July 1, 1999 can participate in the program on a voluntary basis, but will not be eligible for both plans and cannot change back to the District's severance program (see Appendix B). The District's contribution will be on a pro-rata basis.

**ARTICLE 14 - VACANCIES AND TRANSFERS****14.1 Posting of Vacancies**

- A. All permanent vacancies covered by this Agreement will be posted on the District website for a minimum of ten (10) working days. A permanent vacancy is defined as one anticipated to last more than six (6) months. A position may be filled temporarily pending completion of posting and application procedures. Employees who work less than twelve months per year and who wish to be notified of job vacancies which occur during the summer should check the District's website, human resources link, or the human resources department.
- B. All summer school job openings covered by this Agreement will be posted on the District website.

**14.2 Application for Vacancies**

All employees under this Agreement may submit an application in writing on the District's online employment application for any vacancy that is posted pursuant to Article 14.

**14.3 Filing of Vacancies**

Notice of candidate selection shall be given within fifteen (15) working days after the selection has been made. All applicants will be given written notification by the District indicating whether or not they are successful candidates.

**14.4 Required Training**

Any employee requested by the District to take a specific course shall be reimbursed for any fees charged for that course.

**14.5 Application of Seniority**

Seniority will be considered in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position, except in those positions involving a promotion which shall be filled as provided in Section 14.6. For purposes of Section 14.5, a promotion is defined as moving to a classification involving an increase in pay.

**14.6 Promotion Positions**

- A. In filling any vacancy, the position shall be filled by the District with the most qualified candidate. In making its determination the District shall consider the employee's qualifications and seniority with the District, along with other relevant factors.
- B. If, in review of applications, the District is going to recommend that the job be awarded to a junior employee, CAPS shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with the responsible administrator.
- C. Employees promoted to a higher classification shall not change steps on the salary schedule. This provision shall not be retroactive.

**14.7 Outside Applicants**

The District reserves the right to fill any position with an outside applicant if no internal candidates apply or if internal candidates do not have the needed qualifications for the position.

**14.8 Administrative Transfers**

The District reserves the right to transfer personnel as conditions may require. Transfers of this nature will be discussed with CAPS prior to final disposition. In the case of such administrative transfers, the District shall make an effort to provide transferred personnel with positions of comparable pay and hours.



**ARTICLE 15 - STAFF REDUCTION****15.1 Procedures**

Changes in organizational structure and assignments, shortage of funds and other related reasons may necessitate that the District reduce positions. In the event of staff reduction, employees shall be laid off or have hours reduced pursuant to the provisions of this Article. It is understood and agreed by the parties that Article 15 shall not apply to CAPS personnel whose positions are funded by state and /or federal project grants.

**15.2 Seniority**

For the purpose of Article 15, all CAPS personnel shall have seniority commensurate with their total continuous years of service in a position covered by the CAPS contract in positions of four (4) or more hours per day and twenty (20) hours per week. For employees who were in the CAPS contract as of July 1, 2017, their seniority date will be based on their start date with the District. All new employees hired into a CAPS position, will start accruing seniority within CAPS based on their total time in positions covered by this Agreement. Seniority will be determined within each group as defined in Section 15.3.

- A. Seniority shall not apply to employees whose positions are funded by State and/or Federal project grants.
- B. Seniority date ties shall be broken by District Hire Date, then by District Start Date, if still tied then the tie shall be broken by lot. All tie breakers will be done in the presence of both District and CAPS representatives.
- C. It is recognized that past history (2002-2003) of this bargaining unit left some district employees assigned positions in two (2) bargaining units in order to maintain benefits. Those employees shall exercise and maintain benefits and seniority in the unit where the majority of their hours were assigned. As such, in the event of lay-off, reduction in hours, bumping and recall those employees shall follow their respective contract and be allowed consideration only within the unit of their original designation.

**15.3 Lay offs**

Except in cases of the inability of the employee to perform the duties of the assignment or in cases of termination for cause, the selection of CAPS personnel for being laid off shall be made in reverse seniority order. The reverse seniority order shall be determined within the employee's group as follows:

- **Group A:** 12-month employees 20 hours or more per week
  - **Group B:** 9-10 month employees, 20 hours or more per week
  - **Group C:** Less than 9-month employees, 20 hours a week or more
- A. In no case shall an employee on layoff, who is eligible for benefits, be required to accept a position that is not consistent with benefit eligibility of their former position. The employee is still subject to the eighteen (18) month recall rights provision.
  - B. An employee on layoff that has been offered a position with fewer hours than the position that they were laid-off or is in a different classification will be allowed to decline the offer with no forfeiture of recall rights. The employee is still subject to the eighteen (18) month recall rights provision.
  - C. The District will provide CAPS with a list of laid-off CAPS employees and the positions available due to budget reductions by June 30<sup>th</sup> of each year, so CAPS may assist laid-off employees.
  - D. In the event of a mid-year reduction, the District will provide the affected CAPS member with a notice of lay off not less than a minimum of 30 calendar days before the effective date of the layoff.



**15.4 Laid off Employees**

Laid-off employees are defined as those employees whose positions have been eliminated and/or who have been moved from their position and are working in a different position or with fewer hours.

- A. Any employee laid-off pursuant to this section shall have the right to displace the least senior employee in the same classification and Art 15.3 group, holding a comparable full-time or part-time position with the equivalent hours per year for which the employee is qualified, or if this opportunity does not exist, the least senior employee in the next lower classification and Art 15.3 group within the bargaining unit. In no case will employees be able to bump an employee with more hours than the employee was assigned, unless mutually agreed to by CAPs and the District.
- B. In the event the employee is not qualified for the least senior position, then the affected employee will displace the next least senior employee in the same classification and group, holding a comparable full-time or part-time position with equivalent hours per year.
- C. If the opportunity does not exist to displace within the same classification and group, the least senior employee in the next lower classification and group within the bargaining unit will be displaced.
- D. In no case will the employee be able to bump an employee with more hours than they were assigned, unless mutually agreed to by CAPs and the District.
- B. Laid-off employees who have accepted a position within a lower classification retain recall rights and shall receive priority consideration in filling vacancies in their previous classification.

**15.5 Recall Rights**

Laid off employees shall retain their seniority and right to recall for a period of eighteen (18) months after date of lay off.

- A. Recall rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after eighteen (18) consecutive months, if terminated by reason of staff reduction. A benefit eligible employee who accepts a non-benefit eligible position retains recall rights for the remaining 18 months from the initial lay-off.
- B. Displaced employees as a result of staff reduction who have accepted a position within a lower classification shall receive priority consideration in filling vacancies in their previous classification.
- C. Employees who have been laid off pursuant to Section 15.3 and have recall rights pursuant to Section 15.5 will be recalled in seniority order to any available position within the bargaining unit provided they are qualified for the positions that become available.
- D. A CAPS employee, who is laid-off and placed on the recall list, shall be paid out for unused vacation days at the time of the layoff.

**15.6 Reduction in Hours**

In situations involving reductions in hours as opposed to lay off, decreases in assigned work time will be taken from the least senior employee in the building where the reduction in hours is occurring, then the next least senior, etc.

- A. In cases where a reduction in hours affects a CAPS employee, a senior CAPS employee shall be allowed to bump the least senior CAPS employee for which the employee maintains benefits within a position within their current classification and Art 15.3 group and for which they are qualified.
- B. In cases where a building is allowed to reinstate hours: those hours will be reallocated beginning with the most qualified CAPS employee who has experienced the reduction in hours. This process shall apply only within each building. The principal/supervisor shall be responsible to reallocate and reassign hours that best fit the needs of their building.
- C. CAPS employees who experience a reduction in hours shall be allowed to maintain and utilize remaining accumulated leave and earned vacation within their new assignment, even if the new assignment does not qualify to accumulate and use such leave or vacation.

## ARTICLE 16 - PROBATIONARY PERIOD

### **16.1 Probationary Period**

An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous service in the District. The probationary period is a time of review and during which time the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. The District and CAPS that believe that employees are our greatest asset in impacting the lives of students and the community we serve. We also want to ensure that new employees have every opportunity to develop and their full potential. Supervisors have a duty to provide feedback to probationary employees to set expectations and let employees know how they are doing. Supervisors will meet with probationary employees using the forms provided by Human Resources to review expectations, standards of performance and training options. Prior to any decision to release an employee during probation, the supervisor will discuss areas of concern with Human Resources for guidance. The supervisor will then meet with the employee to reinforce expectations and provide written feedback on any areas where the employee is not meeting performance standards and provide a reasonable time to correct the performance issues.

### **16.2 Probationary Period – Change of Classification**

In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a new probationary period of sixty (60) calendar days in any such new position. During this sixty (60) day probationary period, if it is determined by the District that the employee's performance in the new position is unsatisfactory, the District shall reassign the employee to his/her former position.

### **16.3 Completion of Probationary Period:**

An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

## ARTICLE 17 - EVALUATION

### **17.1 Formal Evaluation**

All formal evaluations of personnel shall be conducted openly and with full knowledge of the employee concerned by an administrator or supervisor of the District.

### **17.2 Process**

All formal evaluations of personnel shall be online or in writing. The evaluation will be viewed online or two (2) copies of the written evaluation shall be submitted to the employee at the time of the 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 employee. When using an online evaluation process, the employee will be given access to the online evaluation and be able to review and sign online. In the event that the employee feels that the evaluation was incomplete or unjust, the employee may put those objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. In lieu thereof, the employee may file a grievance under the grievance procedure stating the evaluation was factually inaccurate. All evaluations shall be based upon the criteria established

**ARTICLE 18 - CORRECTIVE ACTION****18.1 Corrective Action**

The District recognizes the concept of progressive discipline. The purpose of the taking corrective action through progressive steps of 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) termination. The employee shall be allowed representation at any stage of formal discipline. A conference between the employee and his/her supervisor shall be held prior to the imposition of any formal discipline. 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 a suspension without pay or discharge.

**18.2 Grounds for Disciplinary Action**

The imposition of an oral reprimand shall not be subject to the grievance procedure. An employee may challenge the contents of any written materials pursuant to the provisions of Section 5.5 (Personnel Files). An employee shall receive a written reprimand, be suspended without pay or terminated only for just cause and such action shall be subject to the grievance procedure. This provision does not preclude or supersede the provision contained at Section 16.1 (Probationary Period).

**18.3 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 18.2, the employee shall be afforded an opportunity to meet with the Superintendent. The employee 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 this section.

**18.4 Subject to Arbitration**

Suspension without pay shall take effect only after written notification from the Superintendent to the employee and CAPS stating the grounds for suspension without pay. CAPS 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.

**18.5 Time of Suspension**

Suspension without pay shall take effect upon receipt by the employee 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.

**18.6 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. If used, the suspension with pay shall have the same weight in the progressive process as the same length suspension without pay.

**18.7 Application of Suspension Without Pay**

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

**ARTICLE 19 - GRIEVANCE PROCEDURE****19.1 Purpose and Procedure**

- A. 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 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.
- B. 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 work schedules.

**19.2 Representative**

The grievant shall be represented during all of this procedure by CAPS. The District shall be represented during all steps of this procedure by its designated representative.

**19.3 Grievance Definition**

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

**19.4 Definitions and Interpretations**

- A. Employee: The term "employee", except where otherwise indicated, is considered to apply to all members of the appropriate unit.
- B. Grievant: An "aggrieved employee" or "grievant" is the employee or employees making the claim.
- C. Time Limits: The time limits provided in the grievance procedure shall be strictly observed, but may be extended by written mutual 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. Working Days: 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 this Agreement.
- E. Computing Time: 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. Filing/Service of Process: The filing or service of any notice or document herein shall be timely if it is personally served or served by electronic means within the time period designated.
- G. Grievance Form: The grievance form that must be used for filing of grievances shall be provided by the District. Such form shall be readily accessible in all school buildings. (Appendix C)

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

The parties shall attempt to adjust all grievances that may arise during the course of employment of any employee within the District in the following manner:

**Informal**

If an employee or CAPS believes there has been a grievance, the employee and CAPS shall discuss the matter with the responsible supervisor and/or the human resources director within fifteen (15) days of the occurrence of the act which gives rise to the grievance or within fifteen (15) days after the employee and CAPS acquired or should have acquired knowledge of the facts which give rise to the grievance. If the grievance is not resolved as a result of this meeting, the employee and CAPS, written consent signed by employee and CAPS, may file a formal written

grievance. Failure to grieve at the informal step within the time period set forth above 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.

#### **Formal**

- A. **Level 1:** The formal written grievance, signed by the employee involved and approved by CAPS must be presented to the responsible supervisor within fifteen (15) days after the responsible supervisor and/or Human Resources Director respond to the grievance at the informal step. An employee and CAPS written consent, may file a formal written grievance within fifteen (15) days after the informal grievance submission, if no response has been received by that time. The responsible supervisor shall meet with the employee and CAPS within ten (10) days after receipt of the written grievance and give a written answer to the grievance to CAPS within ten (10) days of the meeting. CAPS has ten (10) days in which to either accept the answer or appeal it in writing to the next level.
- B. **Level 2:** If the grievance has not been resolved in Level 1, it may then be processed to Level 2 by the employee and CAPS presenting the written grievance to the Superintendent. The Superintendent or his/her designee shall meet within fifteen (15) days after receipt of the written appeal to discuss the problem with the employee and CAPS. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the grievance. CAPS 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 3:** If the grievance has not been resolved at Level 2, the Union may present the grievance to the School Board for consideration. The School 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 School 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, CAPS has five (5) days in which to either accept the answer or appeal it to arbitration by filing such an appeal in the office of the superintendent. The School Board reserves the right at its own instance to review any decision under Level 1 or Level 2 of this procedure, provided the School Board serves such notice within fifteen (15) days after the decision is issued. In the event the School Board reviews a grievance under this subdivision, the School 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 CAPS 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 (CAPS and the District) agree in writing, Section 19.5.3 of this grievance procedure may be bypassed and the grievance taken directly to Bureau of Mediation Services (BMS) Grievance Mediation or arbitration. Grievance mediation is optional and voluntary. If mediation is pursued, the contractual timelines for processing a grievance shall be delayed during the period of mediation. Should the matter be unable to be resolved in mediation, the parties retain the right to move to the Arbitration procedure outlined in Article 19.6.

### **19.6 Arbitration**

- A. **Procedure:** In the event that the parties (CAPS and the District) 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, CAPS may request a list of seven (7) qualified arbitrators from the Bureau of Mediation Services (BMS). The District and CAPS 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. CAPS 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. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance. Failure to request an arbitrator from the BMS 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 shall be represented by CAPS. 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 that shall be based upon substantial and competent evidence presented at the hearing. The arbitrator shall swear all witnesses upon oath.
- 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 that 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.

### **19.7 Election of Remedies and Waiver**

A party instituting any action, proceeding or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under Article 19. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to Section 19, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. Section 19.7 shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## **ARTICLE 20 - MISCELLANEOUS**

### **20.1 Mileage Allowance**

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

### **20.2 Excess Liability Coverage**

The District shall provide automobile liability insurance coverage for secretarial/clerical employees as excess to the automobile liability coverage carried by the individual employee when their personal automobiles are used for District business.

### **20.3 Publication of the Agreement**

Copies of this Agreement shall be made available to all members of the appropriate unit by posting the Agreement on the District's website within thirty (30) working days after the Agreement is executed. Further, the District shall make available fifteen (15) copies of the Agreement to the CAPS for its use.

**ARTICLE 21 - DURATION****21.1 Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing on July 1, 20~~21~~<sup>19</sup> through June 30, 20~~23~~<sup>21</sup>, and thereafter as provided by P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

**21.2 Effect**

This Agreement constitutes the full and complete Agreement between the District and CAPS representing the secretarial/clerical personnel 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.

**21.3 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 unless mutually agreed to by both parties.

**21.4 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.



SCHEDULE A – 2021~~19~~-2022~~0~~ CAPS Salary ScheduleEffective July 1, 2021~~19~~

Step	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
1	\$ 15.66 <del>\$14.58</del>	\$ 16.16 <del>\$15.10</del>	\$ 17.17 <del>\$15.85</del>	\$ 18.18 <del>\$16.85</del>	\$ 18.95 <del>\$17.61</del>
2	\$ 16.14 <del>\$15.20</del>	\$ 16.92 <del>\$15.77</del>	\$ 17.68 <del>\$16.55</del>	\$ 19.19 <del>\$17.75</del>	\$ 20.20 <del>\$18.58</del>
3	\$ 16.78 <del>\$15.82</del>	\$ 17.68 <del>\$16.46</del>	\$ 18.69 <del>\$17.27</del>	\$ 20.20 <del>\$18.66</del>	\$ 21.21 <del>\$19.56</del>
4	\$ 17.36 <del>\$16.44</del>	\$ 18.17 <del>\$17.16</del>	\$ 19.19 <del>\$17.98</del>	\$ 20.85 <del>\$19.57</del>	\$ 21.91 <del>\$20.53</del>
5	\$ 17.96 <del>\$17.02</del>	\$ 18.84 <del>\$17.81</del>	\$ 19.73 <del>\$18.66</del>	\$ 21.74 <del>\$20.43</del>	\$ 22.86 <del>\$21.48</del>
6	\$ 18.61 <del>\$17.60</del>	\$ 19.56 <del>\$18.47</del>	\$ 20.50 <del>\$19.33</del>	\$ 22.69 <del>\$21.31</del>	\$ 23.91 <del>\$22.41</del>
7	\$ 19.30 <del>\$18.25</del>	\$ 20.32 <del>\$19.18</del>	\$ 21.26 <del>\$20.10</del>	\$ 23.67 <del>\$22.25</del>	\$ 24.97 <del>\$23.43</del>
8	\$ 20.06 <del>\$18.87</del>	\$ 21.15 <del>\$19.87</del>	\$ 22.15 <del>\$20.80</del>	\$ 24.77 <del>\$23.15</del>	\$ 26.14 <del>\$24.41</del>
9	\$ 20.91 <del>\$19.56</del>	\$ 22.11 <del>\$20.63</del>	\$ 23.14 <del>\$21.61</del>	\$ 25.99 <del>\$24.16</del>	\$ 27.45 <del>\$25.49</del>
10	\$ 22.21 <del>\$20.25</del>	\$ 23.65 <del>\$21.41</del>	\$ 24.73 <del>\$22.40</del>	\$ 27.90 <del>\$25.16</del>	\$ 29.49 <del>\$26.58</del>
<del>11</del>	<del>\$21.37</del>	<del>\$22.64</del>	<del>\$23.68</del>	<del>\$26.71</del>	<del>\$28.24</del>

## Career Increments - noncumulative:

- After 15-19 years of completed service: \$1.00 per hour
- After 20-24 years of completed service: \$1.25 per hour
- After 25-~~29~~ or more years of completed service: \_\_\_\_\_ \$1.~~7550~~ per hour
- After 30 or more years of completed service: \$2.00 per hour

CAPS personnel employed 12 months (2080 or more hours) shall receive \$ .15/hr ~~\$20.00 per month (\$10/pay period)~~ above the salary schedule rates above.

Any employee who achieves a Certified Administrative Professional, formerly as Certified Professional Secretary rating and is serving in a secretarial position shall receive a wage increment of \$.15/hr per Article 9.5 - Certified Administrative Professional.





SCHEDULE B – 20~~22~~~~20~~-23~~21~~ CAPS Salary Schedule

St. Louis Park Public Schools

Effective July 1, 2022~~0~~

New Step	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
1	<del>\$ 15.81</del> \$15.50	<del>\$ 16.32</del> \$16.00	<del>\$ 17.34</del> \$17.00	<del>\$ 18.36</del> \$18.00	<del>\$ 19.14</del> \$18.76
2	<del>\$ 16.30</del> \$15.98	<del>\$ 17.09</del> \$16.75	<del>\$ 17.85</del> \$17.50	<del>\$ 19.38</del> \$19.00	<del>\$ 20.40</del> \$20.00
3	<del>\$ 16.94</del> \$16.61	<del>\$ 17.85</del> \$17.50	<del>\$ 18.87</del> \$18.50	<del>\$ 20.40</del> \$20.00	<del>\$ 21.42</del> \$21.00
4	<del>\$ 17.54</del> \$17.19	<del>\$ 18.35</del> \$17.99	<del>\$ 19.38</del> \$19.00	<del>\$ 21.05</del> \$20.64	<del>\$ 22.13</del> \$21.69
5	<del>\$ 18.14</del> \$17.78	<del>\$ 19.02</del> \$18.65	<del>\$ 19.92</del> \$19.53	<del>\$ 21.95</del> \$21.52	<del>\$ 23.08</del> \$22.63
6	<del>\$ 18.80</del> \$18.43	<del>\$ 19.76</del> \$19.37	<del>\$ 20.71</del> \$20.30	<del>\$ 22.92</del> \$22.47	<del>\$ 24.15</del> \$23.67
7	<del>\$ 19.54</del> \$19.06	<del>\$ 20.57</del> \$20.07	<del>\$ 21.53</del> \$21.00	<del>\$ 23.97</del> \$23.38	<del>\$ 25.28</del> \$24.66
8	<del>\$ 20.36</del> \$19.76	<del>\$ 21.47</del> \$20.84	<del>\$ 22.48</del> \$21.82	<del>\$ 25.14</del> \$24.40	<del>\$ 26.53</del> \$25.75
9	<del>\$ 21.28</del> \$20.55	<del>\$ 22.50</del> \$21.73	<del>\$ 23.54</del> \$22.74	<del>\$ 26.44</del> \$25.54	<del>\$ 27.93</del> \$26.98
10	<del>\$ 22.72</del> \$21.69	<del>\$ 24.20</del> \$23.10	<del>\$ 25.30</del> \$24.15	<del>\$ 28.55</del> \$27.25	<del>\$ 30.17</del> \$28.80

*In transitioning from the 2019-2020 schedule a person will move from the old steps to the new 2020-21 ten step schedule in the following way:*

- *A person on the 2019-20 CLS4 Schedule on old step 2 at \$15.77/hr will move to old step 3 at \$16.75/hr and then that step will be renumbered to Step 1 still at \$16.75/hr.*
- *A person on the 2019-20 CLS6 Schedule on old step 4 at \$19.57/hr will move to old step 5 at \$20.64/hr and then that step will be renumbered to Step 4 still at \$20.64/hr.*
- *A person on the 2019-20 CLS7 Schedule on old top step 11 at \$28.24/hr will remain on the old top Step 11 at \$28.80/hr and then that step will be renumbered to the new top Step 10 still at \$28.80/hr.*

**Career Increments – noncumulative:**

- After 15-19 years of completed service: \$1.00 per hour
- After 20-24 years of completed service: \$1.25 per hour
- After 25-29 years of completed service: \$1.75 per hour
- After 30 or more years of completed service: \$2.00 per hour
- ~~After 25 or more years of completed service: \$1.50 per hour~~

CAPS personnel employed 12 months (2080 or more hours) shall receive \$1.15/hr~~\$20.00 per month (\$10/pay-period)~~ above the salary schedule rates shown above.

Any employee who achieves a Certified Administrative Professional, formerly as Certified Professional Secretary rating and is serving in a secretarial position shall receive a wage increment of \$.15/hr per Article 9.5 - Certified Administrative Professional.

**SIGNATURES**

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

For:  
Clerical/Administrative Assistants of Park Schools  
(CAPS)

For:  
Independent School District #283

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Human Resource Director

Dated \_\_\_\_\_

Dated \_\_\_\_\_

Address to which notices are to be sent:  
Clerical/Administrative Assistants of Park Schools  
6311 Wayzata Blvd  
St. Louis Park, MN 55416

Address to which notices are to be sent:  
Independent School District No. 283  
6311 Wayzata Blvd  
St. Louis Park, MN 55416

APPENDIX A: CAPS JOB TITLES

**CLASS 1**

~~NA~~

**CLASS 2**

~~NA~~

**CLASS 3**

RECEPTIONIST

**CLASS 4**

~~DISTRICT RECEPTIONIST~~

OFFICE ASSISTANT

**CLASS 5**

ADMINISTRATIVE ASST-1

~~DISTRICT RECEPTIONIST~~

HUMAN RESOURCE ASSISTANT

**CLASS 6**

ACCOUNTS PAYABLE COORDINATOR

ADMINISTRATIVE ASST-2

BENEFITS COORDINATOR

**CLASS 7**

ADMINISTRATIVE ASST-3

ACCOUNTING ASSISTANT

**APPENDIX B: Provisions that apply to employees hired prior to specified dates:****Retiree Insurance (formerly Article 11 Section 6 for employees hired prior to 7-1-2005)****11.6A School District Medical Insurance Contribution for Eligible Retirees**

- A. Eligibility: Full-time employees who were hired prior to July 1, 2005, remained continuously employed, have not selected the Health Care Savings option in Section 11.7, completed at least twenty (20) years of service with the School District and who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this Agreement, upon submission of a written resignation accepted by the School Board. To be eligible for the benefits of ARTICLE 11, a CAPS employee must be regularly employed at least thirty (30) hours per week and compensated on the basic salary schedule, CAPS personnel working less than thirty (30) hours per week can be eligible provided that fifteen of the twenty service years were at the thirty (30) hours per week level and none of the twenty service years were under twenty (20) hours per week. This benefit shall not be granted to any employee who is discharged for just cause by the School District.
- B. Insurance: An employee retiring with severance pay or Deferred Compensation shall be eligible for insurance benefits provided the employee meets the eligibility requirements as stated in Section 11.7.A.
- C. The employee shall be eligible to continue participation in the District group health insurance program, if permitted by the terms of the policy with the insurance carrier, until the age of Medicare eligibility. Except as otherwise provided in Section 11.6.D., the employee shall pay the entire premium for such coverage.
- D. The School 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 Medicare eligibility or the expiration of six (6) years from the date of the employee's retirement, whichever occurs first. The portion of the premium not contributed by the School District shall be borne by the employee.
- E. An employee who has reached the age of Medicare eligibility and has maintained continuous coverage, and has a spouse who is not Medicare eligible, shall be eligible to purchase the District health insurance program at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse reaches the age of Medicare eligibility or upon the expiration of six (6) years from the date the employee became eligible for Medicare, whichever occurs first.
- F. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District such monthly premium amounts, payable by the employee in advance, and on such date as determined by the School District.

**SEVERANCE PAY (formerly Article 13 for employees hired prior to 7/1/1999)****13.1 Eligibility Employees hired prior to 7/1/1999**

Only employees who (a) where hired prior to July 1, 1999, and (b) who did not elect to participate in the Deferred Compensation Matching Program (see Article 13.1) will be eligible to participate in the District's Severance Pay Program Subject to M.S. 465.72. Subject to M.S. 465.72, full time personnel having completed at least twenty (20) years of service with the School District who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this Agreement, upon submission of a written resignation accepted by the School Board. To be eligible for the benefits of ARTICLE 13, a CAPS employee must be regularly employed at least thirty (30) hours per week and compensated on the basic salary schedule, CAPS personnel working less than thirty (30) hours per week can be eligible provided that fifteen of the twenty service years were at the thirty (30) hours per week level and none of the twenty service years were under twenty (20) hours per week. Severance pay shall not be granted to any employee who is discharged for just cause by the School District.

**13.2 Number of Days**

- 13.2.1 An eligible employee, upon early retirement or death, shall receive as severance pay an amount representing one hundred and thirty (130) day's pay.

- 13.2.2 In addition, an eligible employee shall receive as severance pay upon retirement, the amount obtained by multiplying the employee's daily rate by one-half (1/2) times the employee's number of unused leave days, but in any event not to exceed one hundred (100) day's pay.

**13.3 Daily Rate of Pay**

In applying these provisions, an employee's daily rate of pay shall be the daily rate of pay at the time of retirement, as provided in the basic salary schedule for the fiscal year, and shall not include any additional compensation for overtime, or other extra compensation.

**13.4 Payment**

Employees will no longer receive any direct payment from the School District for severance pay. Payment equal to the value of the employee's severance pay shall be paid directly into the employee's 403b up to the IRS maximum and then any remaining will be paid to the employee's health care savings plan. as agreed upon by the School District and the exclusive representative for such plans pursuant to the provisions of Min. Stat. § 356.24 and the Internal Revenue Code. The School District's annual contribution into the employee's 403b or Health Care Saving Plan or other tax-sheltered provision shall not exceed the annual IRS contribution limit for such contributions.

**13.5 Application Date**

In order to be eligible for the benefits of ARTICLE 13, an employee must submit a written resignation and request for severance pay no later than March 1, preceding the end of the fiscal year in which the employee intends to retire. Priority order for severance pay out will be established based on the date of submission of a written letter of intent to retire. This letter must be submitted after July 1<sup>st</sup> of the fiscal year of retirement. Any proration of severance pay out as required by 13.6.1 shall be made on the basis of the priority order established above and the submission of the letters of intent to retire prior to March 1st of the fiscal year of retirement.

**13.6 Limitations**

- 13.6.1 Notwithstanding any other provision of ARTICLE 13, the School District's maximum obligation under ARTICLE 13 for members of this bargaining unit shall not exceed the sum of \$150,000 for all retirees in any one fiscal year.
- 13.6.2 Severance pay applications will be processed in the order received. In the event an application would constitute a liability to the School District in excess of the limitation stated in Section 13.6.1, the amount exceeding the limitation would not be paid during that fiscal year. However, those employees, if any, not receiving a full severance payment in one fiscal year will have priority to receive the balance in the following fiscal year prior to any bargaining unit employee resigning and eligible in the subsequent year.

**13.7 Tax-Sheltered Annuity**

- 13.7.1 The School District shall participate in a matching tax-sheltered annuity program for all regularly employed CAPS employees who are compensated on the basic salary schedule and employed twenty (20) hours per week or more and were hired prior to July 1, 1999.
- 13.7.2 The amount contributed by the School District shall match the CAPS employee contributions, but such contributions shall not exceed one and one-half percent (1-1/2%) of the employee's basic contract salary.

Employees hired on or after July 1, 1999 will not be eligible to participate in the District's severance program or TSA 1.5% matching.

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**APPENDIX C: GRIEVANCE REPORT FORM**

St. Louis Park Public Schools

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

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

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Particular Relief Sought:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant



*Achieving success, one student at a time!*

**2021-2023**  
**AGREEMENT**  
**between**  
**INDEPENDENT SCHOOL DISTRICT**  
**NO. 283**  
**St. Louis Park, Minnesota**  
**and**  
**Clerical/Administrative Assistants**  
**of Park Schools**  
**CAPS**

*Effective through June 30, 2023*

Board Approved: 1-11-2022



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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, hereinafter referred to as the District, and the Clerical/Administrative Assistants of Park Schools, hereinafter referred to as CAPS, 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 Administrative Assistant and clerical personnel during the duration of this Agreement.

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

For purposes of this Agreement, the terms District or School Board shall mean the School Board or its designated representative.

**2.2 Clerical/Administrative Assistant Personnel**

For purposes of this Agreement, the term personnel or employees shall mean those employees included in the appropriate unit and represented by the exclusive representative.

**2.3 Seniority**

For purposes of this Agreement, the term seniority shall mean the accumulation of continuous years of service in a position covered by the CAPS employee contract in positions of 20 or more hours per week. Seniority shall not apply to employees whose positions are funded by state and/or federal project grants (See Article 15.2 Seniority).

**2.4 Appropriate Supervisor**

For purposes of this Agreement, the term appropriate supervisor shall mean the building principal or other immediate supervisor as designated by the District.

**2.5 Other Terms**

Terms not defined in this Agreement shall have those meanings as defined by the 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 CAPS as the exclusive representative of classified administrative assistant and secretarial/clerical personnel, as defined in Section 3.2, employed by the District. CAPS 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**

CAPS shall represent all classified administrative assistant and any secretarial/clerical staff of Independent School District No. 283, St. Louis Park, Minnesota who are employed for more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee bargaining unit, and for more than sixty-seven (67) workdays per year, including those on leave of absence who are guaranteed a position upon their return. The current job titles, as of the ratification of this Agreement, are listed in Appendix A.



## ARTICLE 4 - DISTRICT RIGHTS

### **4.1 Inherent Managerial Rights**

In compliance with P.E.L.R.A. 179A. 07, Subd. 1, the parties recognize that the School 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 District.

### **4.2 Management Responsibilities**

The parties recognize the right and obligation of the School 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 employees covered by this Agreement shall perform the services prescribed by the District in their job descriptions. The parties also recognize the right, obligation and duty of the School 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 employees 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 provision 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 - EMPLOYEE RIGHTS

### **5.1 Right to Views**

In compliance with P.E.L.R.A. 179A.06, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or that employee's 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 CAPS.

### **5.2 Right to Join**

In compliance with P.E.L.R.A. 179A.06, Subd. 2, personnel 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 Deduction**

In compliance with P.E.L.R.A. 179A.06, Subd. 6, personnel shall have the right to request and be allowed dues deduction for CAPS provided that dues deductions and the proceeds thereof shall not be allowed to CAPS if it has lost its right to dues deductions pursuant to 179.19, 5 Subd. 7 of P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to CAPS during the period provided in said authorization.

### **5.4 Direct Deposit**

The District shall allow a direct deposit to a credit union or to other eligible banking institutions that accept standard ACH deductions.

### **5.5 Personnel Files**

All evaluations and files generated within the District relating to each employee shall be available during regular school business hours to each individual employee upon reasonable notice. The employee shall have the right to reproduce any of the contents of the files at the employee'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.

**5.6 School Buildings and Facilities**

CAPS 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.

**5.7 Private and Personal Life**

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

**5.8 Information Requests**

In compliance with P.E.L.R.A. 179A.13, Subd. 2 (11), CAPS shall have access, upon reasonable notice, to appropriate any available financial information, not deemed confidential, necessary for CAPS to exercise its responsibilities as exclusive representative.

**ARTICLE 6 - THE WORK YEAR****6.1 Employee Duty Days**

The employee shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

**6.2 School Closings**

In the event of any school closing, employees will report for duty only if so requested by an appropriate supervisor. Employees requested to report for duty will be compensated by receiving an alternative day off agreed upon with their supervisor. Employees not requested to report would be paid for up to five (5) days of school closing or such days will be made up if all other employees are required to make up such days.

**6.3 Holidays**

- A. Eligibility: In order to be eligible for holiday pay, an employee must be employed at least 20 hours per week and the holiday must fall within the employee's normal work year. The employee must have worked the employee's regular work day before and after the holiday, unless the employee is on paid leave or vacation under the provisions of this Agreement.
- B. Holidays shall include: Independence Day\*, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Dr. Martin Luther King Jr. Day, Presidents Day, Spring Break Holiday (last Friday of Spring Break) Memorial Day.
- C. Independence Day would not typically be a paid holiday for employees working less than 12-month work years, unless specifically designated in their work year.
- D. School in Session: 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 that falls within an employee's vacation period shall not be counted as a vacation day.

**ARTICLE 7 - THE WORK DAY****7.1 Work Hours**

The specific work hours for each employee may vary according to the needs of the District. Human Resources will create the overall work year calendar and hours for the employee. Employees shall be notified approximately two weeks prior to their assignment of the school year as to the assigned building, starting date, daily hours, wage rate, and number of days employed, or as much of such information as has been determined at that time. The appropriate supervisor will designate the hours and may provide flexibility around the employee's actual work day calendar that benefits the program and the employee. In the event of a change in assignment, employees shall be given written notice of at least five (5) days. In an emergency, the District shall notify an employee of an assignment change and follow-up within five (5) days with the change in writing.

**7.2 Work Week**

The maximum work week for full-time employees shall be forty (40) hours per week and no more than five (5) days per week.

**ARTICLE 8 - BASIC COMPENSATION****8.1 Rates of Pay 2021-2023**

- A. The wages and salaries reflected in Schedules A & B attached hereto, shall be part of the agreement for the 2021-2022 and 2022-2023 school years.
- B. Effective school years 2021-2022 and 2022-2023, employees shall advance on the salary schedule one step (1) for each year of the agreement subject to the right of the School Board to withhold increments for just cause. An increment shall not be withheld unless the employee is notified of the deficiency in writing and given reasonable opportunity to correct the deficiency. Any employee who is not satisfied with the outcome of this procedure may file a grievance on the matter.

**8.2 Anniversary Date**

The anniversary date for all employees shall be July 1. To advance to the next step on the anniversary date, a twelve (12) month employee must have completed not less than six (6) months of service (1,000 paid hours or at least 50% of the employee's normal FTE) prior to the anniversary date. Personnel employed for less than twelve (12) months per year shall have completed not less than four and one-half (4-1/2) months of service (780 paid hours or at least 50% of the employee's normal FTE) prior to the anniversary date.

**8.3 Method of Payment**

- A. Employees shall be paid in twenty-four (24) payments, such pay days to be on the fifteenth (15<sup>th</sup>) and last day of each month.
- B. Employees hired prior to January 1, 2016 who were regularly employed for less than two hundred (200) days per year and elected to receive their salary in nineteen (19) equal payments may continue on this plan. Each year as of July 1, employees will be given the choice to change to the 24 payment plan. Once the employee moves to the 24 pay option they will remain on that pay plan.
- C. In the event that pay dates fall on a weekend or holiday, the payday shall be the preceding workday.
- D. The District may choose to move payroll to paying every other Friday, instead of the 15<sup>th</sup> and last day of each month. In the event the District plans to move pay dates, it will give CAPS not less than one year of notice and meet and confer on the plan for implementing the change.

**8.4 Deduction**

In the event that an employee is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction shall be one (1) hour's pay for each such hour's absence.

**8.5 Initial Placement**

New employees hired after July 1, 2021 may be placed on any of the first seven steps of the salary schedule based on experience and qualifications to be determined by Human Resources. The Human Resource Department will notify CAPS of placements above Step 1. In the event that the District has the need to hire someone in a classification above Step 7, then Human Resources will meet and discuss the relevant criteria for initial step placement. If placing a new employee at Step 8 or above, then CAPS and the District must mutually agree to the placement. CAPS will provide the contact information for the CAPS Executive Board Members and CAPS agrees to respond to request from HR within 24 hours. The years of outside experience granted at the time of initial placement will be recorded and counted toward the total years of service completed in the District.

A CAPS employee who has separated employment with the District and is rehired to a CAPS position within the next 36 months from the separation date shall be allowed to return with salary placement on at least the step at which they left, or a higher appropriate step placement based on the experience and step advancement in this Article.

This provision shall not be retroactive.

**ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENT****9.1 Overtime**

Scheduled overtime work after forty (40) hours per week and on Saturdays, Sundays, or designated holidays, shall be paid at the rate of time and one-half (1-1/2). The payment of overtime may be in salary or accrued and used as compensatory time off to be scheduled with the employee's supervisor.

**9.2 Working Above Classification**

When an employee covered by this Agreement, is officially assigned by their supervisor to fill in for the temporary absence of a higher classified employee in this bargaining unit for more than five (5) days, the employee assigned by their supervisor as the replacement shall be paid a premium starting on the sixth day of work in that assignment. The Working Above Classification Premium above the employee's current basic salary step rate shall be 5% for working one classification higher or 10% for working two or more classifications higher. In the event that the supervisor knows from the start that the assignment will be longer than five days, then the employee will receive the higher pay from the first day of the assignment in the higher classification. It is the responsibility of the supervisor to notify Human Resources of the starting date for the working out of classification assignment.

**9.3 Jury Duty**

An employee who serves on jury duty will 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 kept by the employee. If an employee is released from jury duty for a full or half day, the employee shall report back to work for the remainder of the day while on paid status.

**9.4 Professional Development Day**

Employees will be allowed one (1) paid day per year for elective conferences or training, not including required training or conferences, with Principal/supervisor approval. This day shall not be deducted from vacation or personal leave days.

**9.5 Certified Administrative Professional**

Any employee who achieves a Certified Administrative Professional, formerly known as Certified Professional Secretary (CPS), rating and is serving in a position covered by this agreement shall receive a wage increment of an additional \$.15/hr. The employee is required to turn in a copy of the certification to Human Resources. In the event that the certification expires, the employee must renew and provide a copy of the active certification. The payment will begin the first pay-period after Human Resources receives a valid certificate.

**9.6 Expense Reimbursement**

In the event that the CAPS member is required to have a personal cell phone available and to be accessible for calls during the workday, then the employee may be reimbursed up to \$50/mo. in expenses for the use of the cell phone during working hours. The employee must provide receipts and will be reimbursed quarterly.

**ARTICLE 10 - VACATIONS****10.1 Eligibility**

Regularly employed persons working at least 1,000 hours per year and at least 20 hours per week shall accrue vacation leave within one of the following groups:

Group A: Forty-six (46) through fifty-two (52) week - scheduled at least 230 paid days.

Group B: Forty (40) through forty-five (45) week - scheduled at least 200 paid days.

Group C: Less than Forty (40) week – eligible employees scheduled less than 200 paid days.

**10.2 Earned Vacation**

A. Group A in Section 10.1 shall accrue vacation as follows:

- 1-1/4 of a day for each month of service for each year during the first four (4) years of service (0-3 years completed) in the District, to a maximum of fifteen (15) days in any one year.
- 1-2/3 days for each month of service for each year after completing four (4) years of service in the District, to a maximum of twenty (20) days in any one year.
- 2-1/12 days for each month of service for each year after completing ten (10) years of service in the District, to a maximum of twenty-five (25) days in any one year.
- Add one additional day each year after completing sixteen (16) of service in the District to a maximum of thirty (30) days in any one-year.

B. Group B in Section 10.1 shall accrue vacation as follows:

- Three (3) days each year during the first four (4) years of service (0-3 years completed) in the District
- Four (4) days each year after completing four (4) years of service in the District
- Five (5) days each year after completing ten (10) years of service in the District
- Eight (8) days each year after completing twenty (20) years of service in the District

C. Group C in Section 10.1 shall accrue three (3) days of vacation each year.

**10.3 Application**

- A. Vacation accrual amounts shall be determined as of July 1, of each year.
- B. If an eligible employee starts in a CAPS covered position after July 1, the employee will be given the prorated amount of vacation for the remainder of that year.
- C. For those employees working four (4) or more but less than eight (8) hours per day, vacation shall accrue on a pro-rata basis.

**10.4 Other Vacation Rules**

- A. Employees must submit an online request for vacation to their supervisor using the District's Employee Time-off Portal at least four (4) days in advance. Request for vacation is subject to the approval of the supervisor.

- B. Employees accrue vacation during a particular fiscal year (July 1 to June 30). Vacation accrued as of June 30 of each year must be used by the following January 31 or will be forfeited unless otherwise approved in writing by the District. There will be no payment in lieu of vacation for those individuals in Group A of Section 10.1 unless mutually agreed to by the employee and the District.
- C. If the employee resigns before completing six (6) months of service the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the employee's final check. An employee who has completed at least six (6) months of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the District with at least two (2) weeks' advance notice of the employee's resignation time, unless such termination is by reason of death or disability. Effective July 1, 2022, the maximum payout shall be no more than one year's vacation accrual rate.
- D. Change in Work Year - CAPS employees moving from Group C to Group B to Group A in Section 10.1 shall accrue vacation days based on years of service in the District.

## **ARTICLE 11 - GROUP INSURANCE**

### **11.1 Selection of Carrier**

The selection of the insurance carrier and policy shall be made by the District.

### **11.2 Insurance Eligibility**

For purposes of ARTICLE 11, it is understood and agreed by the parties that participation in the group insurance plan as stated shall be allowed only to those employees who are employed at least thirty (30) or more hours per week. For those employees working twenty (20) hours per week or more but less than thirty (30) hours per week hours per the following shall apply:

- A. District contribution to the health insurance program shall be one-half (1/2) the applicable amounts stated in Sections 11.3A and 11.3B.
- B. District contribution to dental insurance shall be one-half (1/2) the amount stated in Section 11.4.
- C. Group income protection (LTD) as in force in Section 11.5.
- D. Life insurance in one-half (1/2) the amount stated in Section 11.6.
- E. For purposes of Section 11.2, it is understood and agreed that a "week" is defined as any five days in which an employee is assigned to work.

### **11.3 Employer Contribution**

The District will contribute up to the following amounts to the coverage selected by eligible employees regularly scheduled to work six (6) or more hours per day and 30 hours per week:

#### **11.3A District Health Insurance Program Non-Deductible/Standard:**

District Contributions Standard-Plan A	Employee	Employee + 1	Family
July 1, 2021	\$510/mo	\$935/mo	\$1,340/mo
July 1, 2022	\$520/mo	\$963/mo	\$1,380/mo
July 1, 2023*	\$520/mo	\$985/mo	\$1,410/mo

#### **11.3B District Health Insurance Program Deductible/VEBA:**

District Contributions VEBA-Plan B	Employee	Employee + 1	Family
July 1, 2021	\$628/mo	\$1,280/mo	\$1,695/mo
July 1, 2022	\$643/mo	\$1,315/mo	\$1,745/mo
July 1, 2023*	\$650/mo	\$1,340/mo	\$1,780/mo

\*A third year of contributions are provided to ease open enrollment for employees in 2023. The contribution amounts for 7-1-2023 will be subject to bargaining in the 2023-2025 bargaining cycle.

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 by September 1 of the plan year.

#### **11.4 Dental Insurance**

The District shall contribute toward a portion of the premium for dental insurance for the 2021-2023 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, 2021	\$52/mo	\$95/mo
July 1, 2022	\$52/mo	\$95/mo

In the event that a successor agreement has not been entered into by July 1, 2023, District's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 2022.

#### **11.5 Group Income Protection – Long Term Disability (LTD)**

- A. The District shall pay the premium for the LTD insurance in force on the effective date of this Agreement for all employees who are eligible for and are enrolled in the LTD plan. Subject to the provisions of the policy, the plan provides for a benefit of 2/3 of income but with a monthly maximum of \$7,500 per month.
- B. When an employee is placed on long-term disability, the District shall contribute the dollar amount of single coverage in effect at the time the employee goes on disability, regardless of the employee's current level of coverage. The District shall never pay more than the single amount in effect at the time of the onset of the employee's disability. 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 three (3) years from date of placement on long-term disability or the occurrence of the employee's Medicare Eligibility, whichever comes first.

#### **11.6 Life Insurance**

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

#### **11.7 Health Care Savings Plan in Lieu of Retiree Health Insurance (Hired on or after 7-1-2005)**

- A. Employees hired on 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. Upon completing five years of service, employees will be automatically enrolled in the plan before the first contribution is made by the District on their behalf. Employees hired prior to July 1, 2005, and eligible for health insurance coverage who previously elected to participate in this HCSP will continue within this program with the understanding that it will not be retroactive and that there is no re-election of the retiree health insurance program (Appendix B) in the future.
- B. Employees who have completed 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 District contributions to be placed in the employee's HCSP account:
  - \$1,000 annually for five (5) to nine (9) completed years of service.
  - \$2,500 annually for 10-14 completed years of service
  - \$5,000 annually for 15 full years of service
- C. District contributions are based on full-time employment and paid a pro-rated based for less than 1.0 FTE and less than the completion of a full-year.
- D. The maximum total District contributions to any employee's HCSP account will be \$50,000.

**11.8 Claims Against the District**

It is understood that the District's only obligation under Article 11 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.

**11.9 Duration of Insurance Contribution**

An employee is eligible for monthly District contributions as provided in ARTICLE 11 as long as the employee is employed by the District in a position covered by this agreement and is working enough hours to meet the eligibility requirements of Article 11.2. Upon termination of employment, leaving a position covered by the CAPS unit or if the hours of work drop below .5 FTE, all District participation and contribution shall cease on the last day of the month in which the employee was working in an eligible position.

**11.10 Continued Coverage**

Employees shall be eligible to continue participation in the District health insurance plan through COBRA coverage, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance, under the following circumstances:

- A. The employee retires prior to the age of Medicare Eligibility;
- B. Is at least 55 years of age; and
- C. Has completed at least ten (10) years continuous service in the District.

The employee's right to continue participation in such group insurance; however, shall discontinue upon reaching the age of Medicare Eligibility. The right to participation pursuant to this Section 11.10 shall not be retroactive in application.

**11.11 Marital Status**

For employee plus one and family coverage, marriage is defined by state statute. (MN 2017 Statutes-Section 517.01)

**ARTICLE 12 - LEAVES OF ABSENCE****12.1 Eligibility and Basic Leave Allowance**

Employees working 12 month assignments will receive a leave allowance of fifteen (15) days and employees scheduled less than 12 months will receive twelve (12) days. The leave allowance of paid days shall be granted for each full school year provided an employee is scheduled at least four (4) hours per day and has served for a minimum of twenty (20) duty days each year. Leave not used during any school year shall accumulate without limit. An employee employed at least four (4) hours per day but less than six (6) hours per day shall accrue and use basic accumulated leave on a pro-rata basis.

**12.2 Sick Leave**

- A. An employee may use one (1) day of accumulated leave for each day of personal illness. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, for such reasonable period as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. (Minn. Stat. §181.9413).
- B. Basic accumulated leave pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented the employee's attendance at school and performance of duties on that day or days or as otherwise allowed in Section 12.2.
- C. The District may require an employee to furnish a medical certificate as evidence of illness, indicating such absence was due to illness, in order to qualify for basic accumulated leave pay.
- D. In the event that a medical certificate will be required, the employee will be so advised in writing.
- E. For necessary absence because of illness in the immediate family, the employee, 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 immediate family shall be interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren and step parents. In the case of a son or daughter less than eighteen (18) years old, refer to Section 12.2.1.

- F. For necessary absence because of illness in the close family, the employee, upon approval of the responsible administrator, may use up to three (3) of the days from accumulated leave allowance in any one school year at no salary deduction. The close family shall be interpreted to mean: 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 employee and who clearly stands in the same relationship with the employee.
- G. In the event an employee, in a particular year, has fully utilized the number of days provided in Sections 12.2.E and 12.2.F for absence due to the illness of an immediate family member and/or close family member, the employee has accumulated leave allowance remaining, and an immediate or close family member requires additional care, an additional number of days, not exceeding five (5) days, may be granted by the Director of Human Resources, if in the discretion of the Director, additional days are warranted.
- H. The employee may utilize up to twelve (12) work weeks per year of job-protected leave for:
  - 1. Family Leave
    - a. The birth of a child of the employee and in order to care for such child.
    - b. The placement of a child with the employee for adoption or foster care.
  - 2. Medical Leave
    - a. To care for a family member who has a serious health condition.
    - b. Treatment of a serious health condition that makes the employee unable to perform the functions of the position of such employee. The employee may elect to use accrued paid leave or may request a leave without pay or a combination of the two for the leave period. Such leave is subject to the provisions of Public Law 103-3, the Family and Medical Leave Act of 1993.
- I. After basic accumulated 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 basic accumulated leave may be granted by the Director of Human Resources.
- J. Eligible employees may access up to a maximum of 160 hours of accumulated and unused sick leave in a school year for the care of relatives in accordance with Minn. Stat. § 181.9413 and sections G, H and I of this Article.
- K. When an employee is injured on the job in the service of the District and is collecting worker's compensation insurance payments, the employee will not also receive a regular check from the District for those same days, but may draw upon available Sick Leave to cover the employee cost of any insurance benefits.
- L. At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, the employee will not also receive a regular check from the District for those same days, but may draw upon available Sick Leave to cover the employee cost of any insurance benefits as long as the employee continues on long-term disability compensation.

### **12.3 Personal Leave**

- A. An employee scheduled at least four (4) or more hours per day may be granted personal leave at the discretion of their supervisor of no more than three (3) days per year, such leave to be deducted from the accumulated leave. Events which qualify for use of this leave allowance are those extraordinary situations that arise requiring the employee's immediate attention which cannot be attended to when school is not in session and which are not covered under other policies.
- B. Requests for such leave must be made in the District's online time-off system at least two (2) days in advance, except in cases of emergency. If an emergency makes it impossible to submit an online request for personal leave in advance, an oral request shall be submitted to the immediate supervisor and then confirmed by submitting the request online immediately upon the return of the employee. The request shall state the

reason for the proposed leave. The Director of Human Resources reserves the right to refuse to grant such leave.

- C. A personal day normally shall not be granted for the days preceding or the day following holidays or vacations, and the first five (5) days and the last five (5) days of the school year.
- D. In case of religious holidays or extreme emergency, additional leave with pay may be granted by the Director of Human Resources and such leave shall be deducted from the employee's basic accumulated leave.

#### **12.4 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 12.2). 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 12.2), 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.

#### **12.5 General Leaves of Absence**

- A. Employees scheduled at least four (4) or more hours per day may apply for an unpaid leave of absence subject to the provisions of Section 12.5. The granting of such leave shall be at the discretion of the District.
- B. Such leave may be granted by the District for Peace Corps, Vista, extended illness of the employee, extended illness of the employee's family, adoption, civic activities or other reasons deemed appropriate by the District.
- C. An employee on leave is eligible to participate in group insurance programs for which the employee is eligible if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the leave. If the employee's unpaid leave is under the Family and Medical Leave Act of 1993, the District will continue their medical coverage contribution for up to twelve (12) weeks. It is the responsibility of the employee to make arrangements with the Benefits Office to pay to the District the monthly premium amounts in advance and on such date as determined by the District.
- D. An employee on leave of absence under Section 12.5 shall retain such amount of accumulated leave days, experience credit, seniority and other accrued benefits which the employee had accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional basic accumulated leave, experience credit, seniority or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.
- E. Leaves of absence of thirty (30) days or less granted under Section 12.5 shall accrue basic accumulated leave, experience credit, seniority and other benefits as if continuously employed.
- F. An employee on leave of absence under Section 12.5 shall notify the District, in writing, of their intent to return to the District, at least two weeks prior to the expiration of the leave. Failure to so notify the District shall constitute a resignation. An employee granted a leave of absence under Section 12.5 of thirty (30) days or less shall return to their former position. An employee returning from a leave of absence under Section 12.5 of more than thirty (30) days, but less than one year, shall be re-employed in the position the employee had prior to taking the leave of absence or a comparable position for which the employee is qualified. Qualifications and assignment of employees returning from a leave of absence under Section 12.5 of more than thirty (30) days shall be determined by the District.

#### **12.6 Child Care Leave**

- A. The District shall grant, upon request of the employee, a child care leave, without pay, to one parent of a child, natural or adopted, subject to the provisions of Section 12.6. For purposes of Section 12.6, the term child care shall include but not be limited to the period of time when an employee is pregnant.

- B. In the event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize disability. Thereafter, an employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability, such child care leave shall be in effect for the date of commencement through the period of child birth and recovery.
- C. A pregnant employee shall notify the Director of Human Resources in writing not later than the end of the sixth month of her pregnancy and the expected dates of leave.
- D. An employee 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 employee and the Superintendent or designee, taking into account the continuity of the administrative needs of the program and the desires of the employee.
- 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 employee to return to employment prior to the date designated in the approved child care leave.
- F. An employee returning from child care leave shall be re-employed in the same position and/or classification. In the event of staff reduction, an employee returning from child care leave is subject to ARTICLE 15 of this Agreement.
- G. An employee on child care leave is eligible to participate in those group insurance programs for which the employee was eligible when employed, if permitted under the insurance policy provisions, and shall pay the entire premium for such programs as the employee wishes to retain after the twelve (12) weeks leave permitted by the Family and Medical Leave Act of 1993. It is the responsibility of the employee to make arrangements with the Benefits Office to pay the District the monthly premium amounts in advance and on such dates as determined by the District. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to Section 12.6.
- H. An employee on leave of absence under Section 12.6 shall retain such amounts of basic accumulated leave days, experience credit, and other accrued benefits which the employee accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional basic accumulated leave, experience credit or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.

### ARTICLE 13 – DEFERRED COMPENSATION

#### **13. Deferred Compensation Matching Program**

Eligible employees include (a) employees hired on or after July 1, 1999 and (b) employees hired prior to July 1, 1999 who elected this Deferred Compensation Matching Program and do not participate in the District Severance Pay Program (see Appendix B – Severance). All eligible employees in the CAPS unit as defined in this Section after having completed five years of service in the St. Louis Park Public School District will be eligible to participate in the deferred compensation matching program. The District will match the amount an employee contributes up to the amounts defined in Section 13.C. District contributions will be on a pro-rata basis.

- A. Eligible employees must elect to participate in the deferred compensation program each year. Participation will continue at the same level until the Payroll Department is notified in writing of any changes.
- B. The District will pay its matching share of FICA taxes as provided in Minnesota Deferred Compensation legislation until legislation changes.
- C. The District will match eligible employee's contributions up to the following amounts:
  - \$500 maximum: Employees who have completed 0-4 years of service in the District annually.
  - \$750 maximum: Employees who have completed 5-9 years of service in the District annually.
  - \$1000 maximum: Employees who have completed 10-14 years of service in the District annually.
  - \$1250 maximum: Employees who have completed 15-19 years of service in the District annually.
  - \$1500 maximum: Employees who have completed 20 or more years of service in the District annually.

- D. Employees hired prior to July 1, 1999 can participate in the program on a voluntary basis, but will not be eligible for both plans and cannot change back to the District's severance program (see Appendix B). The District's contribution will be on a pro-rata basis.

## **ARTICLE 14 - VACANCIES AND TRANSFERS**

### **14.1 Posting of Vacancies**

- A. All permanent vacancies covered by this Agreement will be posted on the District website for a minimum of ten (10) working days. A permanent vacancy is defined as one anticipated to last more than six (6) months. A position may be filled temporarily pending completion of posting and application procedures. Employees who work less than twelve months per year and who wish to be notified of job vacancies which occur during the summer should check the District's website, human resources link, or the human resources department.
- B. All summer school job openings covered by this Agreement will be posted on the District website.

### **14.2 Application for Vacancies**

All employees under this Agreement may submit an application in writing on the District's online employment application for any vacancy that is posted pursuant to Article 14.

### **14.3 Filing of Vacancies**

Notice of candidate selection shall be given within fifteen (15) working days after the selection has been made. All applicants will be given written notification by the District indicating whether or not they are successful candidates.

### **14.4 Required Training**

Any employee requested by the District to take a specific course shall be reimbursed for any fees charged for that course.

### **14.5 Application of Seniority**

Seniority will be considered in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position, except in those positions involving a promotion which shall be filled as provided in Section 14.6. For purposes of Section 14.5, a promotion is defined as moving to a classification involving an increase in pay.

### **14.6 Promotion Positions**

- A. In filling any vacancy, the position shall be filled by the District with the most qualified candidate. In making its determination the District shall consider the employee's qualifications and seniority with the District, along with other relevant factors.
- B. If, in review of applications, the District is going to recommend that the job be awarded to a junior employee, CAPS shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with the responsible administrator.
- C. Employees promoted to a higher classification shall not change steps on the salary schedule. This provision shall not be retroactive.

### **14.7 Outside Applicants**

The District reserves the right to fill any position with an outside applicant if no internal candidates apply or if internal candidates do not have the needed qualifications for the position.

### **14.8 Administrative Transfers**

The District reserves the right to transfer personnel as conditions may require. Transfers of this nature will be discussed with CAPS prior to final disposition. In the case of such administrative transfers, the District shall make an effort to provide transferred personnel with positions of comparable pay and hours.

**ARTICLE 15 - STAFF REDUCTION****15.1 Procedures**

Changes in organizational structure and assignments, shortage of funds and other related reasons may necessitate that the District reduce positions. In the event of staff reduction, employees shall be laid off or have hours reduced pursuant to the provisions of this Article. It is understood and agreed by the parties that Article 15 shall not apply to CAPS personnel whose positions are funded by state and /or federal project grants.

**15.2 Seniority**

For the purpose of Article 15, all CAPS personnel shall have seniority commensurate with their total continuous years of service in a position covered by the CAPS contract in positions of four (4) or more hours per day and twenty (20) hours per week. For employees who were in the CAPS contract as of July 1, 2017, their seniority date will be based on their start date with the District. All new employees hired into a CAPS position, will start accruing seniority within CAPS based on their total time in positions covered by this Agreement. Seniority will be determined within each group as defined in Section 15.3.

- A. Seniority shall not apply to employees whose positions are funded by State and/or Federal project grants.
- B. Seniority date ties shall be broken by District Hire Date, then by District Start Date, if still tied then the tie shall be broken by lot. All tie breakers will be done in the presence of both District and CAPS representatives.
- C. It is recognized that past history (2002-2003) of this bargaining unit left some district employees assigned positions in two (2) bargaining units in order to maintain benefits. Those employees shall exercise and maintain benefits and seniority in the unit where the majority of their hours were assigned. As such, in the event of lay-off, reduction in hours, bumping and recall those employees shall follow their respective contract and be allowed consideration only within the unit of their original designation.

**15.3 Lay offs**

Except in cases of the inability of the employee to perform the duties of the assignment or in cases of termination for cause, the selection of CAPS personnel for being laid off shall be made in reverse seniority order. The reverse seniority order shall be determined within the employee's group as follows:

- **Group A:** 12-month employees 20 hours or more per week
  - **Group B:** 9-10 month employees, 20 hours or more per week
  - **Group C:** Less than 9-month employees, 20 hours a week or more
- A. In no case shall an employee on layoff, who is eligible for benefits, be required to accept a position that is not consistent with benefit eligibility of their former position. The employee is still subject to the eighteen (18) month recall rights provision.
  - B. An employee on layoff that has been offered a position with fewer hours than the position that they were laid-off or is in a different classification will be allowed to decline the offer with no forfeiture of recall rights. The employee is still subject to the eighteen (18) month recall rights provision.
  - C. The District will provide CAPS with a list of laid-off CAPS employees and the positions available due to budget reductions by June 30<sup>th</sup> of each year, so CAPS may assist laid-off employees.
  - D. In the event of a mid-year reduction, the District will provide the affected CAPS member with a notice of lay off not less than a minimum of 30 calendar days before the effective date of the layoff.

**15.4 Laid off Employees**

Laid-off employees are defined as those employees whose positions have been eliminated and/or who have been moved from their position and are working in a different position or with fewer hours.

- A. Any employee laid-off pursuant to this section shall have the right to displace the least senior employee in the same classification and Art 15.3 group, holding a comparable full-time or part-time position with the equivalent hours per year for which the employee is qualified, or if this opportunity does not exist, the least senior employee in the next lower classification and Art 15.3 group within the bargaining unit. In no case will employees be able to bump an employee with more hours than the employee was assigned, unless mutually agreed to by CAPs and the District.
- B. In the event the employee is not qualified for the least senior position, then the affected employee will displace the next least senior employee in the same classification and group, holding a comparable full-time or part-time position with equivalent hours per year.
- C. If the opportunity does not exist to displace within the same classification and group, the least senior employee in the next lower classification and group within the bargaining unit will be displaced.
- D. In no case will the employee be able to bump an employee with more hours than they were assigned, unless mutually agreed to by CAPs and the District.
- B. Laid-off employees who have accepted a position within a lower classification retain recall rights and shall receive priority consideration in filling vacancies in their previous classification.

**15.5 Recall Rights**

Laid off employees shall retain their seniority and right to recall for a period of eighteen (18) months after date of lay off.

- A. Recall rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after eighteen (18) consecutive months, if terminated by reason of staff reduction. A benefit eligible employee who accepts a non-benefit eligible position retains recall rights for the remaining 18 months from the initial lay-off.
- B. Displaced employees as a result of staff reduction who have accepted a position within a lower classification shall receive priority consideration in filling vacancies in their previous classification.
- C. Employees who have been laid off pursuant to Section 15.3 and have recall rights pursuant to Section 15.5 will be recalled in seniority order to any available position within the bargaining unit provided they are qualified for the positions that become available.
- D. A CAPS employee, who is laid-off and placed on the recall list, shall be paid out for unused vacation days at the time of the layoff.

**15.6 Reduction in Hours**

In situations involving reductions in hours as opposed to lay off, decreases in assigned work time will be taken from the least senior employee in the building where the reduction in hours is occurring, then the next least senior, etc.

- A. In cases where a reduction in hours affects a CAPS employee, a senior CAPS employee shall be allowed to bump the least senior CAPS employee for which the employee maintains benefits within a position within their current classification and Art 15.3 group and for which they are qualified.
- B. In cases where a building is allowed to reinstate hours: those hours will be reallocated beginning with the most qualified CAPS employee who has experienced the reduction in hours. This process shall apply only within each building. The principal/supervisor shall be responsible to reallocate and reassign hours that best fit the needs of their building.
- C. CAPS employees who experience a reduction in hours shall be allowed to maintain and utilize remaining accumulated leave and earned vacation within their new assignment, even if the new assignment does not qualify to accumulate and use such leave or vacation.

**ARTICLE 16 - PROBATIONARY PERIOD****16.1 Probationary Period**

An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous service in the District. The probationary period is a time of review and during which time the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. The District and CAPS that believe that employees are our greatest asset in impacting the lives of students and the community we serve. We also want to ensure that new employees have every opportunity to develop and their full potential. Supervisors have a duty to provide feedback to probationary employees to set expectations and let employees know how they are doing. Supervisors will meet with probationary employees using the forms provided by Human Resources to review expectations, standards of performance and training options. Prior to any decision to release an employee during probation, the supervisor will discuss areas of concern with Human Resources for guidance. The supervisor will then meet with the employee to reinforce expectations and provide written feedback on any areas where the employee is not meeting performance standards and provide a reasonable time to correct the performance issues.

**16.2 Probationary Period – Change of Classification**

In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a new probationary period of sixty (60) calendar days in any such new position. During this sixty (60) day probationary period, if it is determined by the District that the employee's performance in the new position is unsatisfactory, the District shall reassign the employee to his/her former position.

**16.3 Completion of Probationary Period:**

An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

**ARTICLE 17 - EVALUATION****17.1 Formal Evaluation**

All formal evaluations of personnel shall be conducted openly and with full knowledge of the employee concerned by an administrator or supervisor of the District.

**17.2 Process**

All formal evaluations of personnel shall be online or in writing. The evaluation will be viewed online or two (2) copies of the written evaluation shall be submitted to the employee at the time of the 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 employee. When using an online evaluation process, the employee will be given access to the online evaluation and be able to review and sign online. In the event that the employee feels that the evaluation was incomplete or unjust, the employee may put those objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. In lieu thereof, the employee may file a grievance under the grievance procedure stating the evaluation was factually inaccurate. All evaluations shall be based upon the criteria established

**ARTICLE 18 - CORRECTIVE ACTION****18.1 Corrective Action**

The District recognizes the concept of progressive discipline. The purpose of the taking corrective action through progressive steps of 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) termination. The employee shall be allowed representation at any stage of formal discipline. A conference between the employee and his/her supervisor shall be held prior to the imposition of any formal discipline. 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 a suspension without pay or discharge.

**18.2 Grounds for Disciplinary Action**

The imposition of an oral reprimand shall not be subject to the grievance procedure. An employee may challenge the contents of any written materials pursuant to the provisions of Section 5.5 (Personnel Files). An employee shall receive a written reprimand, be suspended without pay or terminated only for just cause and such action shall be subject to the grievance procedure. This provision does not preclude or supersede the provision contained at Section 16.1 (Probationary Period).

**18.3 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 18.2, the employee shall be afforded an opportunity to meet with the Superintendent. The employee 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 this section.

**18.4 Subject to Arbitration**

Suspension without pay shall take effect only after written notification from the Superintendent to the employee and CAPS stating the grounds for suspension without pay. CAPS 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.

**18.5 Time of Suspension**

Suspension without pay shall take effect upon receipt by the employee 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.

**18.6 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. If used, the suspension with pay shall have the same weight in the progressive process as the same length suspension without pay.

**18.7 Application of Suspension Without Pay**

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



**ARTICLE 19 - GRIEVANCE PROCEDURE****19.1 Purpose and Procedure**

- A. 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 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.
- B. 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 work schedules.

**19.2 Representative**

The grievant shall be represented during all of this procedure by CAPS. The District shall be represented during all steps of this procedure by its designated representative.

**19.3 Grievance Definition**

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

**19.4 Definitions and Interpretations**

- A. Employee: The term "employee", except where otherwise indicated, is considered to apply to all members of the appropriate unit.
- B. Grievant: An "aggrieved employee" or "grievant" is the employee or employees making the claim.
- C. Time Limits: The time limits provided in the grievance procedure shall be strictly observed, but may be extended by written mutual 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. Working Days: 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 this Agreement.
- E. Computing Time: 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. Filing/Service of Process: The filing or service of any notice or document herein shall be timely if it is personally served or served by electronic means within the time period designated.
- G. Grievance Form: The grievance form that must be used for filing of grievances shall be provided by the District. Such form shall be readily accessible in all school buildings. (Appendix C)

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

The parties shall attempt to adjust all grievances that may arise during the course of employment of any employee within the District in the following manner:

**Informal**

If an employee or CAPS believes there has been a grievance, the employee and CAPS shall discuss the matter with the responsible supervisor and/or the human resources director within fifteen (15) days of the occurrence of the act which gives rise to the grievance or within fifteen (15) days after the employee and CAPS acquired or should have acquired knowledge of the facts which give rise to the grievance. If the grievance is not resolved as a result of this meeting, the employee and CAPS, written consent signed by employee and CAPS, may file a formal written

grievance. Failure to grieve at the informal step within the time period set forth above 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.

#### **Formal**

- A. Level 1: The formal written grievance, signed by the employee involved and approved by CAPS must be presented to the responsible supervisor within fifteen (15) days after the responsible supervisor and/or Human Resources Director respond to the grievance at the informal step. An employee and CAPS written consent, may file a formal written grievance within fifteen (15) days after the informal grievance submission, if no response has been received by that time. The responsible supervisor shall meet with the employee and CAPS within ten (10) days after receipt of the written grievance and give a written answer to the grievance to CAPS within ten (10) days of the meeting. CAPS has ten (10) days in which to either accept the answer or appeal it in writing to the next level.
- B. Level 2: If the grievance has not been resolved in Level 1, it may then be processed to Level 2 by the employee and CAPS presenting the written grievance to the Superintendent. The Superintendent or his/her designee shall meet within fifteen (15) days after receipt of the written appeal to discuss the problem with the employee and CAPS. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the grievance. CAPS 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 3: If the grievance has not been resolved at Level 2, the Union may present the grievance to the School Board for consideration. The School 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 School 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, CAPS has five (5) days in which to either accept the answer or appeal it to arbitration by filing such an appeal in the office of the superintendent. The School Board reserves the right at its own instance to review any decision under Level 1 or Level 2 of this procedure, provided the School Board serves such notice within fifteen (15) days after the decision is issued. In the event the School Board reviews a grievance under this subdivision, the School 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 CAPS 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 (CAPS and the District) agree in writing, Section 19.5.3 of this grievance procedure may be bypassed and the grievance taken directly to Bureau of Mediation Services (BMS) Grievance Mediation or arbitration. Grievance mediation is optional and voluntary. If mediation is pursued, the contractual timelines for processing a grievance shall be delayed during the period of mediation. Should the matter be unable to be resolved in mediation, the parties retain the right to move to the Arbitration procedure outlined in Article 19.6.

#### **19.6 Arbitration**

- A. Procedure: In the event that the parties (CAPS and the District) 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, CAPS may request a list of seven (7) qualified arbitrators from the Bureau of Mediation Services (BMS). The District and CAPS 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. CAPS 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. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance. Failure to request an arbitrator from the BMS 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 shall be represented by CAPS. 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 that shall be based upon substantial and competent evidence presented at the hearing. The arbitrator shall swear all witnesses upon oath.
- 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 that 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.

### **19.7 Election of Remedies and Waiver**

A party instituting any action, proceeding or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under Article 19. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to Section 19, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. Section 19.7 shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## **ARTICLE 20 - MISCELLANEOUS**

### **20.1 Mileage Allowance**

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

### **20.2 Excess Liability Coverage**

The District shall provide automobile liability insurance coverage for secretarial/clerical employees as excess to the automobile liability coverage carried by the individual employee when their personal automobiles are used for District business.

### **20.3 Publication of the Agreement**

Copies of this Agreement shall be made available to all members of the appropriate unit by posting the Agreement on the District's website within thirty (30) working days after the Agreement is executed. Further, the District shall make available fifteen (15) copies of the Agreement to the CAPS for its use.

**ARTICLE 21 - DURATION****21.1 Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023, and thereafter as provided by P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

**21.2 Effect**

This Agreement constitutes the full and complete Agreement between the District and CAPS representing the secretarial/clerical personnel 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.

**21.3 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 unless mutually agreed to by both parties.

**21.4 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.

**SCHEDULE A – 2021-22 CAPS Salary Schedule**

Effective July 1, 2021

Step	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
1	\$ 15.66	\$ 16.16	\$ 17.17	\$ 18.18	\$ 18.95
2	\$ 16.14	\$ 16.92	\$ 17.68	\$ 19.19	\$ 20.20
3	\$ 16.78	\$ 17.68	\$ 18.69	\$ 20.20	\$ 21.21
4	\$ 17.36	\$ 18.17	\$ 19.19	\$ 20.85	\$ 21.91
5	\$ 17.96	\$ 18.84	\$ 19.73	\$ 21.74	\$ 22.86
6	\$ 18.61	\$ 19.56	\$ 20.50	\$ 22.69	\$ 23.91
7	\$ 19.30	\$ 20.32	\$ 21.26	\$ 23.67	\$ 24.97
8	\$ 20.06	\$ 21.15	\$ 22.15	\$ 24.77	\$ 26.14
9	\$ 20.91	\$ 22.11	\$ 23.14	\$ 25.99	\$ 27.45
10	\$ 22.21	\$ 23.65	\$ 24.73	\$ 27.90	\$ 29.49

**Career Increments** - noncumulative:

- After 15-19 years of completed service: \$1.00 per hour
- After 20-24 years of completed service: \$1.25 per hour
- After 25-29 years of completed service: \$1.75 per hour
- After 30 or more years of completed service: \$2.00 per hour

CAPS personnel employed 12 months (2080 or more hours) shall receive \$.15/hr above the salary schedule rates above.

Any employee who achieves a Certified Administrative Professional, formerly as Certified Professional Secretary rating and is serving in a secretarial position shall receive a wage increment of \$.15/hr per Article 9.5 - Certified Administrative Professional.

**SCHEDULE B – 2022-23 CAPS Salary Schedule**

St. Louis Park Public Schools

Effective July 1, 2022

Step	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
1	\$ 15.81	\$ 16.32	\$ 17.34	\$ 18.36	\$ 19.14
2	\$ 16.30	\$ 17.09	\$ 17.85	\$ 19.38	\$ 20.40
3	\$ 16.94	\$ 17.85	\$ 18.87	\$ 20.40	\$ 21.42
4	\$ 17.54	\$ 18.35	\$ 19.38	\$ 21.05	\$ 22.13
5	\$ 18.14	\$ 19.02	\$ 19.92	\$ 21.95	\$ 23.08
6	\$ 18.80	\$ 19.76	\$ 20.71	\$ 22.92	\$ 24.15
7	\$ 19.54	\$ 20.57	\$ 21.53	\$ 23.97	\$ 25.28
8	\$ 20.36	\$ 21.47	\$ 22.48	\$ 25.14	\$ 26.53
9	\$ 21.28	\$ 22.50	\$ 23.54	\$ 26.44	\$ 27.93
10	\$ 22.72	\$ 24.20	\$ 25.30	\$ 28.55	\$ 30.17

**Career Increments** – noncumulative:

- After 15-19 years of completed service: \$1.00 per hour
- After 20-24 years of completed service: \$1.25 per hour
- After 25-29 years of completed service: \$1.75 per hour
- After 30 or more years of completed service: \$2.00 per hour

CAPS personnel employed 12 months (2080 or more hours) shall receive \$.15/hr above the salary schedule rates shown above.

Any employee who achieves a Certified Administrative Professional, formerly as Certified Professional Secretary rating and is serving in a secretarial position shall receive a wage increment of \$.15/hr per Article 9.5 - Certified Administrative Professional.

**SIGNATURES**

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

For:  
Clerical/Administrative Assistants of Park Schools  
(CAPS)

For:  
Independent School District #283

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Human Resource Director

Dated \_\_\_\_\_

Dated \_\_\_\_\_

Address to which notices are to be sent:  
Clerical/Administrative Assistants of Park Schools  
6311 Wayzata Blvd  
St. Louis Park, MN 55416

Address to which notices are to be sent:  
Independent School District No. 283  
6311 Wayzata Blvd  
St. Louis Park, MN 55416

**APPENDIX A: CAPS JOB TITLES**

**CLASS 3**

RECEPTIONIST

**CLASS 4**

OFFICE ASSISTANT

**CLASS 5**

ADMINISTRATIVE ASST-1

DISTRICT RECEPTIONIST

HUMAN RESOURCE ASSISTANT

**CLASS 6**

ACCOUNTS PAYABLE COORDINATOR

ADMINISTRATIVE ASST-2

BENEFITS COORDINATOR

**CLASS 7**

ADMINISTRATIVE ASST-3

ACCOUNTING ASSISTANT



**APPENDIX B: Provisions that apply to employees hired prior to specified dates:****Retiree Insurance (formerly Article 11 Section 6 for employees hired prior to 7-1-2005)****11.6A School District Medical Insurance Contribution for Eligible Retirees**

- A. Eligibility: Full-time employees who were hired prior to July 1, 2005, remained continuously employed, have not selected the Health Care Savings option in Section 11.7, completed at least twenty (20) years of service with the School District and who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this Agreement, upon submission of a written resignation accepted by the School Board. To be eligible for the benefits of ARTICLE 11, a CAPS employee must be regularly employed at least thirty (30) hours per week and compensated on the basic salary schedule, CAPS personnel working less than thirty (30) hours per week can be eligible provided that fifteen of the twenty service years were at the thirty (30) hours per week level and none of the twenty service years were under twenty (20) hours per week. This benefit shall not be granted to any employee who is discharged for just cause by the School District.
- B. Insurance: An employee retiring with severance pay or Deferred Compensation shall be eligible for insurance benefits provided the employee meets the eligibility requirements as stated in Section 11.7.A.
- C. The employee shall be eligible to continue participation in the District group health insurance program, if permitted by the terms of the policy with the insurance carrier, until the age of Medicare eligibility. Except as otherwise provided in Section 11.6.D., the employee shall pay the entire premium for such coverage.
- D. The School 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 Medicare eligibility or the expiration of six (6) years from the date of the employee's retirement, whichever occurs first. The portion of the premium not contributed by the School District shall be borne by the employee.
- E. An employee who has reached the age of Medicare eligibility and has maintained continuous coverage, and has a spouse who is not Medicare eligible, shall be eligible to purchase the District health insurance program at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse reaches the age of Medicare eligibility or upon the expiration of six (6) years from the date the employee became eligible for Medicare, whichever occurs first.
- F. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District such monthly premium amounts, payable by the employee in advance, and on such date as determined by the School District.

**SEVERANCE PAY (formerly Article 13 for employees hired prior to 7/1/1999)****13.1 Eligibility Employees hired prior to 7/1/1999**

Only employees who (a) where hired prior to July 1, 1999, and (b) who did not elect to participate in the Deferred Compensation Matching Program (see Article 13.1) will be eligible to participate in the District's Severance Pay Program Subject to M.S. 465.72. Subject to M.S. 465.72, full time personnel having completed at least twenty (20) years of service with the School District who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this Agreement, upon submission of a written resignation accepted by the School Board. To be eligible for the benefits of ARTICLE 13, a CAPS employee must be regularly employed at least thirty (30) hours per week and compensated on the basic salary schedule, CAPS personnel working less than thirty (30) hours per week can be eligible provided that fifteen of the twenty service years were at the thirty (30) hours per week level and none of the twenty service years were under twenty (20) hours per week. Severance pay shall not be granted to any employee who is discharged for just cause by the School District.

**13.2 Number of Days**

- 13.2.1 An eligible employee, upon early retirement or death, shall receive as severance pay an amount representing one hundred and thirty (130) day's pay.

- 13.2.2 In addition, an eligible employee shall receive as severance pay upon retirement, the amount obtained by multiplying the employee's daily rate by one-half (1/2) times the employee's number of unused leave days, but in any event not to exceed one hundred (100) day's pay.

**13.3 Daily Rate of Pay**

In applying these provisions, an employee's daily rate of pay shall be the daily rate of pay at the time of retirement, as provided in the basic salary schedule for the fiscal year, and shall not include any additional compensation for overtime, or other extra compensation.

**13.4 Payment**

Employees will no longer receive any direct payment from the School District for severance pay. Payment equal to the value of the employee's severance pay shall be paid directly into the employee's 403b up to the IRS maximum and then any remaining will be paid to the employee's health care savings plan, as agreed upon by the School District and the exclusive representative for such plans pursuant to the provisions of Min. Stat. § 356.24 and the Internal Revenue Code. The School District's annual contribution into the employee's 403b or Health Care Saving Plan or other tax-sheltered provision shall not exceed the annual IRS contribution limit for such contributions.

**13.5 Application Date**

In order to be eligible for the benefits of ARTICLE 13, an employee must submit a written resignation and request for severance pay no later than March 1, preceding the end of the fiscal year in which the employee intends to retire. Priority order for severance pay out will be established based on the date of submission of a written letter of intent to retire. This letter must be submitted after July 1<sup>st</sup> of the fiscal year of retirement. Any proration of severance pay out as required by 13.6.1 shall be made on the basis of the priority order established above and the submission of the letters of intent to retire prior to March 1st of the fiscal year of retirement.

**13.6 Limitations**

- 13.6.1 Notwithstanding any other provision of ARTICLE 13, the School District's maximum obligation under ARTICLE 13 for members of this bargaining unit shall not exceed the sum of \$150,000 for all retirees in any one fiscal year.
- 13.6.2 Severance pay applications will be processed in the order received. In the event an application would constitute a liability to the School District in excess of the limitation stated in Section 13.6.1, the amount exceeding the limitation would not be paid during that fiscal year. However, those employees, if any, not receiving a full severance payment in one fiscal year will have priority to receive the balance in the following fiscal year prior to any bargaining unit employee resigning and eligible in the subsequent year.

**13.7 Tax-Sheltered Annuity**

- 13.7.1 The School District shall participate in a matching tax-sheltered annuity program for all regularly employed CAPS employees who are compensated on the basic salary schedule and employed twenty (20) hours per week or more and were hired prior to July 1, 1999.
- 13.7.2 The amount contributed by the School District shall match the CAPS employee contributions, but such contributions shall not exceed one and one-half percent (1-1/2%) of the employee's basic contract salary.

Employees hired on or after July 1, 1999 will not be eligible to participate in the District's severance program or TSA 1.5% matching.

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## GRIEVANCE REPORT FORM

St. Louis Park Public Schools

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

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

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Particular Relief Sought:

Date: \_\_\_\_\_

Signature of Grievant

## TENTATIVE AGREEMENT SUMMARY

### CAPS and SAINT LOUIS PARK PUBLIC SCHOOLS 2021-23 Terms and Conditions of Employment

PROPOSAL ITEMS – Meeting #5 (TA 12/16/2021 session)

**Term:** Two (2) years, July 1, 2021, through June 30, 2023

**Tentative Agreement subject to Board approval:**

**Employees Covered:** 24

#### **ECONOMIC PROPOSALS**

**Wages: (see proposed revised schedules)**

2021-22: Variable increases to provide more dollars to people getting less step increases at top step. It will be retroactive to July 1, 2021 (beginning of the contract for retirees after July 1, 2021 and people active on the payroll as of the date of ratification). Increase 25 year career increment by \$.25/hr and add a new 30 year career increment. See schedules attached.

2022-23: Again, variable increases to provide more dollars to people getting less step increases at top step. See Schedules attached.

#### **Insurance:**

##### **11.2 Employer Contribution**

The District will contribute up to the following amounts to the coverage selected by eligible employees regularly scheduled to work six (6) or more hours per day 30 hours per week: *The insurance enrollment numbers are shown for reference.*

		2020-21	2021-22	2022-23	
	<b>Enrollment</b>	<b>District Contributions/mo</b>			
	<b>20</b>	<b>Yr0-Base</b>	<b>Yr1</b>	<b>Yr2</b>	<b>7/1/2023</b>
Single-VEBA Plan B	8	\$ 610.00	\$ 628.00	\$ 643.00	\$ 650.00
Single-Standard Plan A	2	\$ 505.00	\$ 510.00	\$ 520.00	\$ 520.00
			\$ 510.00		
E+1 VEBA Plan B	7	\$ 1,240.00	\$ 1,280.00	\$ 1,315.00	\$1,340.00
E+1 Standard Plan A	0	\$ 860.00	\$ 935.00	\$ 963.00	\$ 985.00
Family - VEBA Plan B	3	\$ 1,650.00	\$ 1,695.00	\$ 1,745.00	\$1,780.00
Family - Standard Plan A	0	\$ 1,275.00	\$ 1,340.00	\$ 1,380.00	\$1,410.00

\*A third year of contributions are provided to ease open enrollment for employees in 2023. The contribution amounts for 7-1-2023 will be subject to bargaining in the 2023-2025 bargaining cycle. Change VEBA funding from July 1 to September starting in 2022.

**Deferred Compensation Art 13:** Delete lifetime max.

#### **In reply to the CAPS proposal for a one-time payment:**

**One-time payment MOA:** Upon ratification of the contract on the first possible paycheck, the District will provide a one-time payment of an additional \$250 to all active CAPS employee covered by this agreement who were actively employed during the 2020-21 school year and receive pay for 100 days or more, with the exception of people on approved FMLA or Military leaves and are actively employed for this 2021-22 school year as of the ratification of this agreement.

#### **Other Non-Economic Items:**

## TENTATIVE AGREEMENT SUMMARY

1. General clean-up of dates and references. [TA-11-30]
2. Propose a two-year contract July 1, 2021 to June 30, 2023. [TA-11-30]
3. **Request for Dues Check Off Art 5.3:** Update title to refer to Dues Deduction instead of checkoff. [TA-11-30]
4. **Credit Union Art 5.4:** Update title and language to refer to Direct Deposit. [TA-11-30]
5. **Holidays Art 6.3:** Update the list of paid holidays to delete Good Friday and replace it with Spring Break Holiday (Friday of Spring Break) [TA 12-16I]
6. **Initial Placement Art 8.5:** Employees may be placed on any of the first seven steps of the salary schedule. [TA 12-14-2021]
7. **Jury Duty Art 9.3:** Employees may keep the compensation paid for jury duty. [TA-11-30]
8. **Vacation:** agreed to increase vacation days for Group B 10-mo to a max of eight (8) days [TA-11-30]
9. **Other Vacation Rules Art 10.4.C:** Upon leaving the district, employees may be paid for unused vacation upon termination of not more than one year accumulation amount. [TA 12-16]
10. **Insurance Art 11.3B:** 7/1/2022, change timing of VEBA deposit from July 1 to Sept 1 each year to avoid payments being made and then people quitting before school starts. [TA 11-30 The District will communicate to all employees about the change for 2022 before open enrollment.]
11. **Health Care Savings Plan Art 11.7:** Eligible, employees will automatically be enrolled and receive payments starting with the completion of their 5<sup>th</sup> year of service. [TA-11-30]
12. **Duration of Insurance Contribution Art 11.9:** Change reference to actively employed in a 10 or 12-month CAPS position covered by this agreement. [TA-11/30]
13. **Leaves of Absence Art 12.2.K and L - Workers Comp/LTD and sick leave:** Propose to standardize language across District employee groups so it is clear that when getting paid by WC or LTD, the CAPS employee can use available Sick Leave to cover the cost of any insurance payments, instead of writing a check to the Business Office. [TA-11/30]
14. **Personal/Emergency Art 12.3.B:** Update language that requests are made in online time-off system instead of in writing. [TA 12-14]

Provided notice of changes to deductions for 10-mo employees on Health Insurance will be from July 1 to June 30<sup>th</sup> instead of Sept 15 to August 31 each year. The district will make this change January 2022.

For summer 2022 all four summer checks for July 15 to August 30 will be paid out on June 30, 2022. This will only be for summer 2022 as we convert from skyward to the new Powerschool eFinance system for HR/payroll.

## TENTATIVE AGREEMENT SUMMARY

In reply to CAPS Vacation proposal, see language below

### **10.2 Earned Vacation**

- A. **Group A** in Section 10.1 shall accrue vacation as follows:
- 1-1/4 of a day for each month of service for each year during the first four (4) years of service (0-3 years completed) in the District, to a maximum of fifteen (15) days in any one year.
  - 1-2/3 days for each month of service for each year after completing four (4) years of service in the District, to a maximum of twenty (20) days in any one year.
  - 2-1/12 days for each month of service for each year after completing ten (10) years of service in the District, to a maximum of twenty-five (25) days in any one year.
  - Add one additional day each year after completing sixteen (16) of service in the District to a maximum of thirty (30) days in any one-year.
- ⚡ B. **Group B** in Section 10.1 shall accrue vacation as follows:
- ~~Three (3)~~~~Two (2)~~ days each year during the first ~~four~~~~five~~ (45) years of service (0-~~4~~~~3~~ years completed) in the District
  - ~~Four (4)~~~~Three (3)~~ days each year after completing ~~four~~~~five~~ (45) years of service in the District
  - Five (5) days each year after completing ten (10) years of service in the District
  - ~~Eight (8)~~~~Six (6)~~ days each year after completing twenty (20) years of service in the District
- C. **Group C** in Section 10.1 shall accrue ~~threetwo~~~~(32)~~ days of vacation each year.
- D. **Group B or C** employees hired prior to January 1, 1991 and continuously employed shall accrue vacation at eight (8) days each year based on twenty (20) years of service in the District.

## TENTATIVE AGREEMENT SUMMARY

Salary Schedules: Tentative Agreement 12-16-2021.

2020-21	CAPS Employee Group						
	CLS1	CLS2	CLS3	CLS4	CLS5	CLS6	CLS7
1	\$ 14.34	\$ 15.00	\$ 15.50	\$ 16.00	\$ 17.00	\$ 18.00	\$ 18.76
2	\$ 14.95	\$ 15.47	\$ 15.98	\$ 16.75	\$ 17.50	\$ 19.00	\$ 20.00
3	\$ 15.58	\$ 16.09	\$ 16.61	\$ 17.50	\$ 18.50	\$ 20.00	\$ 21.00
4	\$ 16.17	\$ 16.68	\$ 17.19	\$ 17.99	\$ 19.00	\$ 20.64	\$ 21.69
5	\$ 16.76	\$ 17.27	\$ 17.78	\$ 18.65	\$ 19.53	\$ 21.52	\$ 22.63
6	\$ 17.41	\$ 17.92	\$ 18.43	\$ 19.37	\$ 20.30	\$ 22.47	\$ 23.67
7	\$ 18.03	\$ 18.54	\$ 19.06	\$ 20.07	\$ 21.00	\$ 23.38	\$ 24.66
8	\$ 18.71	\$ 19.24	\$ 19.76	\$ 20.84	\$ 21.82	\$ 24.40	\$ 25.75
9	\$ 19.51	\$ 20.04	\$ 20.55	\$ 21.73	\$ 22.74	\$ 25.54	\$ 26.98
10	\$ 20.61	\$ 21.15	\$ 21.69	\$ 23.10	\$ 24.15	\$ 27.25	\$ 28.80

2021-22	Salary Schedules						
Yr1	CAPS Employee Group						
Step	CLS1	CLS2	CLS3	CLS4	CLS5	CLS6	CLS7
1	\$ 14.48	\$ 15.15	\$ 15.66	\$ 16.16	\$ 17.17	\$ 18.18	\$ 18.95
2	\$ 15.10	\$ 15.62	\$ 16.14	\$ 16.92	\$ 17.68	\$ 19.19	\$ 20.20
3	\$ 15.74	\$ 16.25	\$ 16.78	\$ 17.68	\$ 18.69	\$ 20.20	\$ 21.21
4	\$ 16.33	\$ 16.85	\$ 17.36	\$ 18.17	\$ 19.19	\$ 20.85	\$ 21.91
5	\$ 16.93	\$ 17.44	\$ 17.96	\$ 18.84	\$ 19.73	\$ 21.74	\$ 22.86
6	\$ 17.58	\$ 18.10	\$ 18.61	\$ 19.56	\$ 20.50	\$ 22.69	\$ 23.91
7	\$ 18.26	\$ 18.77	\$ 19.30	\$ 20.32	\$ 21.26	\$ 23.67	\$ 24.97
8	\$ 18.99	\$ 19.53	\$ 20.06	\$ 21.15	\$ 22.15	\$ 24.77	\$ 26.14
9	\$ 19.85	\$ 20.39	\$ 20.91	\$ 22.11	\$ 23.14	\$ 25.99	\$ 27.45
10	\$ 21.10	\$ 21.66	\$ 22.21	\$ 23.65	\$ 24.73	\$ 27.90	\$ 29.49

2022-23	Salary Schedules						
Yr2	CAPS Employee Group						
STEP	CLS1	CLS2	CLS3	CLS4	CLS5	CLS6	CLS7
1	\$ 14.63	\$ 15.30	\$ 15.81	\$ 16.32	\$ 17.34	\$ 18.36	\$ 19.14
2	\$ 15.25	\$ 15.78	\$ 16.30	\$ 17.09	\$ 17.85	\$ 19.38	\$ 20.40
3	\$ 15.89	\$ 16.41	\$ 16.94	\$ 17.85	\$ 18.87	\$ 20.40	\$ 21.42
4	\$ 16.50	\$ 17.02	\$ 17.54	\$ 18.35	\$ 19.38	\$ 21.05	\$ 22.13
5	\$ 17.10	\$ 17.62	\$ 18.14	\$ 19.02	\$ 19.92	\$ 21.95	\$ 23.08
6	\$ 17.76	\$ 18.28	\$ 18.80	\$ 19.76	\$ 20.71	\$ 22.92	\$ 24.15
7	\$ 18.48	\$ 19.01	\$ 19.54	\$ 20.57	\$ 21.53	\$ 23.97	\$ 25.28
8	\$ 19.28	\$ 19.82	\$ 20.36	\$ 21.47	\$ 22.48	\$ 25.14	\$ 26.53
9	\$ 20.20	\$ 20.75	\$ 21.28	\$ 22.50	\$ 23.54	\$ 26.44	\$ 27.93
10	\$ 21.59	\$ 22.16	\$ 22.72	\$ 24.20	\$ 25.30	\$ 28.55	\$ 30.17
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

\*Class 1 and 2 levels are not shown in the CAPS contract.

Increase the 25 year Career Increment from \$1.50 to \$1.75 and create a new 30 year career increment at \$2.00, effective July 1, 2021.