

**INDEPENDENT SCHOOL DISTRICT NO. 283**

6311 Wayzata Blvd  
St. Louis Park, Minnesota  
Tuesday, February 8, 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. **APPROVAL OF AGENDA**
4. **SUPERINTENDENT'S REPORT**
5. **DISCUSSION ITEMS**
  - A. **FY23 Budget Update** 2
  - B. **2023-24 Calendar** 20
  - C. **Secondary Schedules: Enrichment and Intervention** 21
  - D. **Policy Development - First Reading of Policies 515 Protection and Privacy of Pupil Records & 806 Crisis Management** 27
6. **ACTION AGENDA**
  - A. **2021-23 SPARK contract** 60
7. **COMMUNICATIONS AND TRANSMITTALS**
8. **ADJOURNMENT**

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# Budget-Related Items Update

2

February 8, 2022  
School Board Presentation

# Key FY 2023 Budget Points

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- \$60 million unrestricted budget will be focused on strategic priorities that enhance the daily lived experience of students
  - expenditure reductions necessary to maintain operations
  - additional voter approved funding not available for general fund purposes
- Restricted Funds have required uses
  - cannot be used to offset Unrestricted General Fund deficits

3

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# Budget Timeline

4

# FY2023 Budget Planning Timeline for Operating Fund Budgets

Includes General Operating, Food Nutrition Service, Community Service, and Capital

Phase	Date	Who	Outcome	Document
	Grey shading denotes FAC		Orange shading denotes School Board ( <b>Bold</b> = school board budget-related action)	
D a t a  G a t h e r i n g	August/September 2021	Budget Managers	1. Understand the budget timeline and process 2. Discuss budget needs in relationship to strategic plan	(A) Budget Timeline
	August 2021	Budget Managers	Understand the budget timeline and process	(A) Budget Timeline
	<b>September 28, 2021</b>	<b>School Board Regular Meeting</b>	<b>Approve preliminary Pay 2022 levy</b>	<b>(B) Levy summary</b>
	October 20, 2021	FAC #1	1. Orientation 2. Understand Budget Timeline	(A) Budget Timeline (C) FY2022 Budget Book (H) Spring 2021 FAC Report
	November 2021	Business Office	Begin FY2022 Mid-Year budget review	
	November 9, 2021	School Board Study Session	1. Preview FY2021 audit results 2. Preview FY2022 Mid Year Budget Update	
	November 17, 2021	FAC #2	1. Understand FY2021 Year End (audit) results 2. FY2023 Enrollment Projections assumptions	(D) Enrollment projections (E) Fund Balance Summary
	<b>November 23, 2021</b>	<b>School Board Regular Meeting</b>	<b>Accept FY2021 Audit Results</b>	<b>(E) Fund Balance Summary</b>
	<b>December 14, 2021</b>	<b>School Board Regular Meeting</b>	<b>Approve final Pay 2022 levy</b>	<b>(B) Levy Summary</b>
	December 15, 2021	FAC #3	1. Review FY2023 enrollment projections 2. Review Other Preliminary Budget Assumptions	(D) Enrollment Projections

5



P r e p a r a t i o n	Jan - June 2022	Budget Managers	Review budget based on legislative changes and strategic plan review; adjustment as necessary.	
	January 19, 2022	FAC #4	1. Review final budget assumptions 2. Begin draft of Spring 2022 FAC Report	
	January 25, 2022	School Board Regular Meeting	Update regarding budget process	(A) Budget Timeline (D) Enrollment Projections
	February 16, 2022	FAC #5	Prepare School Board presentation	(H) Spring 2022 FAC Report
	February 22, 2022	School Board Regular Meeting	FAC Presentation and update regarding FY2023 budget process	(A) Budget Timeline (H) Spring 2022 FAC Report
	February 2022	Budget Managers	All FY2023 Operating and Capital fund budget requests due to Business Office	



A p p r o v a l	March 22, 2022	School Board Regular Meeting	1. Approve FY2023 Operating and Capital fund budget parameters to allow for fall preparation 2. Approve FY2022 Mid Year Budget Update	(E) Fund Balance Summary
	March 23, 2022	FAC #6	Wrap up meeting	
	June 14, 2022	School Board Study Session	Review final FY2023 Budgets for all funds; prepare to take action at June 28 regular meeting	(E) Fund Balance Summary <sup>7</sup>
C I P	June 28, 2022	School Board Regular Meeting	Approve final FY2023 budget for all funds	(C) FY2023 Budget Book
	June 2022	Budget Managers	Debrief on FY2023 budget planning process	
	July 2022	Business Services	Prepare for FY2022 Audit	

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# School District Funds

8



# Restricted Use of Public Funds

	<b>General Fund Unrestricted Funds</b>  i.e. general state aid, Voter-Approved Operating Referendum	<b>General Fund Restricted Funds</b>  i.e. technology levy, categorical state aid, most federal aid, capital & deferred maintenance funds, most property taxes	<b>School Nutrition Funds</b>  i.e. meal payments, state & federal aid	<b>Community Education Funds</b>  i.e. class fees, property taxes, state and federal aid	<b>Voter Approved Construction Bonds</b>  i.e. 2017 bond funds, proposed future bond funds
General K-12 Expenditures; i.e. class size, salary, benefits, utilities, transportation, curriculum, athletics	<b>Yes</b>	NO	NO	NO	NO
General Restricted Expenditures; i.e. ATPPS, technology, capital purchases, deferred maintenance, staff development	<b>Yes</b>	<b>Yes</b>	NO	NO	NO
School Nutrition Staff & Expenses	<b>Yes</b>	NO	<b>Yes</b>	No	NO
Community Education Staff & Expenses	<b>Yes</b>	NO	NO	<b>Yes</b>	NO
Voter Approved Construction Costs	<b>Yes</b>	NO	NO	NO	<b>Yes</b>

# Restricted Use of Public Funds

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Fund	Beg Fund Bal	Revenue	Expenditures	Ending Fund Balance
General	\$16,279,100	\$72,201,918	\$74,251,866	\$14,229,152
School Nutrition	\$23,770	\$1,796,153	\$1,796,153	\$23,770
Community Service	\$2,111	\$7,265,013	\$7,133,083	\$134,040
Building Construction	\$13,291	\$500,000	\$13,791,000	\$0

10

# Additional Restrictions Within General Fund

FUND DESCRIPTION	6/30/2021 Actual Balance	2021-22 Budget Revenue	2021-22 Budget Expenditures	6/30/2022 Budget Balance
<b>GENERAL FUND</b>				
<b>Unassigned</b>	6,934,378	63,999,320	44,694,001	6,239,697
<b>Assigned</b>		-	-	
Subsequent Year's Budget	1,448,358	-	-	1,448,358
Severance Payments	1,656,920	-	250,000	1,406,920
Other				
ATPPS	(341,329)	0	1,228,000	(341,329)
<b>Non-Spendable-Prepaid</b>	169,820			169,820
<b>Restricted</b>				
Capital Projects (Technology) Levy		0	2,781,277	1,391,319
Tech Non-Spendable				26,725
Long Term Facilities Maintenance		1,029,000	1,029,000	1,341,431
Operating Capital		33,000	3,537,490	2,190,484
Safe Schools				
Basic Skills			-	0
Medical Assistance	115,185		7,500	162,685
Staff Development	0	598,798	598,798	0
Student Activities	193,043	125,800	125,800	193,043
<b>TOTAL GENERAL FUND</b>	<b>16,279,100</b>	<b>72,201,918</b>	<b>74,251,866</b>	<b>14,229,152</b>
<i>Unassigned FB as a % of expenditures (includes assigned for subsequent years)</i>	12.97%			11.88%

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# Fiscal Year 2022-2023 Preliminary Budget Information

12

# Preliminary FY2023 Budget Assumptions

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## Revenue

- ✓ Basic formula +2%
- ✓ Utilize 7-year average cohort survival model for enrollment projections
- ✓ No change to student activity fees, meal prices
- ✓ General Fund voter approved funding at current maximum

13

## Expenditures

- ✓ Budget reductions to hold fund balance to above 8%
- ✓ Include contract settlements and historical patterns

## Anticipate General Fund deficit

# FY2023 General Fund Revenue Decline (projected)

## → Loss of One-Time Federal Revenue

Revenue Category	Change from FY2022
Enrollment Decline	(\$200,000)
2% Increase in General Funding Formula	\$500,000
One-Time Federal Funds (FY2022)	(\$4,000,000)
Other State Aids	(\$400,000)
Revenue Decline	(\$4,100,000) (5.68%)

14

# FY2023 General Fund Expenditure Increase (Projected)

## → Inflationary Cost Increases

Expenditure Category	Change from FY2022
Salaries & Wages	\$1,300,000
Employee Benefits	\$700,000
Supplies, Purchased Services, Utilities	\$300,000
One-time FY 2022 accounting adjustment to align fiscal year and benefit year	\$1,000,000
Expenditure Increase	\$3,300,000 (4.56%)

15

# FY2023 Expenditure Adjustments Required

## → Retain 8% General Fund Balance

	FY2021-22 (projected)	FY2022-23 (projected)
Revenue	\$72.2 million	\$68.1 million
Expenditures	\$74.3 million	\$77.6 million
Deficit/Use of Fund Balance	(\$0.7) million	(\$8.2) million
Recommended Fund Balance Floor	10%	8%
Change needed to maintain Fund Balance	\$0	approx. \$4-6 million

16



# Actions to Address Projected Deficit

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- ✓ Revenue Increase
  - Focus on retaining resident students
- ✓ Expenditure reductions
  - Each site and department preparing 10% expense reductions

17

# Budget Next Steps

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January 25, 2022	Budget Update
February 22, 2022	Finance Advisory Committee Presentation
March 22, 2022	Approve: ✓ FY2023 Operating and Capital budget proposal ✓ FY2022 Mid Year Budget Update
June 2022	Approve FY 2023 Budget for all funds

18

# Key FY 2023 Budget Points

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- \$60 million unrestricted budget will be focused on strategic priorities that impact the daily lived experience of students
  - expenditure reductions necessary to maintain operations
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- Restricted Funds have required uses
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19

# 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
				29	

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

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February 8, 2022

# Secondary Schools: Enrichment and Intervention<sup>21</sup>

Astein Osei, Superintendent

# Purpose

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To provide the School Board an update on the request from secondary staff and students to modify the schedule to include “Asynchronous Wednesday’s”.

22

# Background

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Over the past couple of months there have been requests from students and staff to implement “Asynchronous Wednesdays” for secondary students for the remainder of the school year.

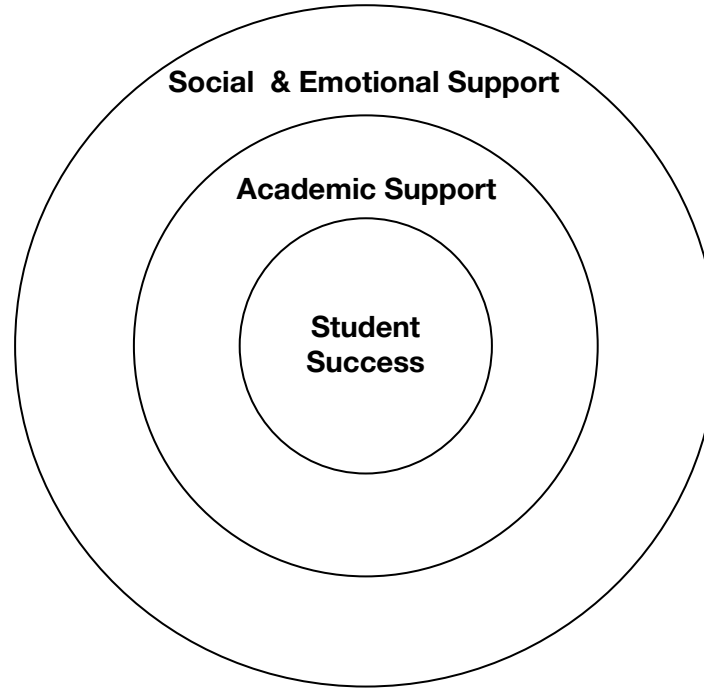
Rationale for the request:

- Due to the impact of the pandemic students and staff are expressing increased stress which is impacting productivity. 23
- Students are citing that “Asynchronous Wednesdays” could be used to catch up on sleep, practice self care, and complete homework, greatly improving mental health.
- Staff are citing that “Asynchronous Wednesdays” could be used to create lesson plans, collaborate, grade work, and also practice self care.

# Academic, Social & Emotional Support

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In what ways can our current secondary schedule be revised to better support students academically, socially and emotionally?



24



# Questions to Consider

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Leaders at sites are engaging in conversation with stakeholders regarding the following questions:

- How does our schedule currently support students' enrichment and intervention needs?
- What ways could our schedules be revised to better support students' enrichment and intervention needs?
- What data do we have that we could use as baseline data to better understand the current enrichment and intervention needs of students? 25
- What feedback about our current schedule have we received from students, staff and families? Do we have racially disaggregated data?
- How would we measure the effectiveness of this schedule change?
- Would we require all students to report to school or would in-person attendance be optional?
- How do we create opportunities for additional job embedded staff collaboration?

# Next Steps

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- Leadership teams at sites will examine the effectiveness of the current systems for enrichment and intervention.
- Determine baseline data that would support a change in the current schedule.
- Gather feedback from stakeholders (students, staff and parents/guardians).
- Leadership teams will make recommendations to the superintendent regarding any potential schedule revision.

26

## INDEPENDENT SCHOOL DISTRICT 283

**SECTION/FILE**      **515**

**DATE OF ADOPTION**      **8/75; 2/98**

**AFFIRMED/REVISED** **11/28/05; 11/22/10;**  
**9/26/11;11/13/17; 9/17/18; 10/14/19; 01/11/21**

**TITLE**      **Protection and Privacy of Pupil Records**

### **I.      PURPOSE**

The school district recognizes its responsibility in regard to the collection, maintenance and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

### **II.     GENERAL STATEMENT OF POLICY**

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. §1232g, *et seq.*, (Family Educational Rights and Privacy Act) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Minn. Rules Parts 1205.0100-1205.2000.

### **III.    DEFINITIONS**

#### **A.      Authorized Representative**

“Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the United States Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

#### **B.      Biometric Record**

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for authorized recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

#### **C.      Dates of Attendance**

Date of attendance, as referred to in Directory Information, means the period of time during which a student attends or attended a school or schools in the school district including attendance in person or by paper correspondence, satellite, internet or other electronic communication technologies for students who are not known in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student’s attendance at a school or schools in the school district.

#### **D.      Directory Information**

“Directory information” means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes but is not limited to: the student’s name, address, telephone listing, electronic mail address photograph, date and place of birth, major field of study, dates of attendance, grade level, enrollment status (i.e. full-time or part-time) participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and the most recent educational agency or institution attended. It also includes parents’ or guardians’ email addresses, at the discretion of the district, if the email addresses are requested by the leadership of a district school’s parent-teacher organization for the sole purpose of publication in that school’s student directory. Directory information does not include:

1. a student’s social security number;
2. a student’s identification number (ID), use ID, or other unique personal identifier used by a student for purposed of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student’s identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student’s identity, such as a PIN, password, or other factor known or possessed only by the student.
4. Personally, identifiable data which references religion, race, color, social position, or nationality; or
5. Data collected from nonpublic school students, other than those who receive shared time educational services, shall not be designated as directory information unless written consent is given by the student’s parent or guardian.

E. Education Records

1. What constitutes “education records”. Education records means those records which: (1) are directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.
2. What does not constitute an education record. The term “education records” does not include:
  - a. Records of instructional personnel which:
    - (1) are in the sole possession of the maker of the record; and
    - (2) are not accessible or revealed to any other individual except a substitute teacher; and
    - (3) are destroyed at the end of the school year.
  - b. Records of a law enforcement unit of the school district, provided educational

records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

- (1) maintained separately from education records;
- (2) maintained solely for law enforcement purposes; and
- (3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

- (1) are made and maintained in the normal course of business;
- (2) relate exclusively to the individual in that individual's capacity as an employee; and
- (3) are not available for use for any other purpose.

However, these provisions shall not apply to records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:

- (1) made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
- (2) made, maintained, or used only in connection with the provision of treatment to the student; and
- (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records that only contain information about an individual after he or she is no longer a student at the school district.

F. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

G. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

H. Legitimate Educational Interest

"Legitimate educational interest" includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student's education; or

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement or student financial aid.
4. Perform a task directly related to responding to a request for data.

I. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument, which provides to the contrary.

J. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other direct identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

K. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm and microfiche.

L. Responsible Authority

"Responsible authority" means the St. Louis Park Senior High Principal or designee.

M. Student

"Student" includes any individual who is or has been in attendance, enrolled or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district, and individuals who receive shared time educational services from the school district.

N. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, as public information officer or data practices compliance official, an attorney or an auditor for the period of his or her performance as an employee or contractor.

O. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other

characteristic that could uniquely identify the individual is ascertainable.

P. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

**IV. GENERAL CLASSIFICATION**

State law provides that all data collected, created, received or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district, which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

**V. STATEMENT OF RIGHTS**

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in the COPIES OF POLICY section of this policy.

B. Eligible Students

All rights and protections given parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is

also a “dependent student” are entitled to gain access to the educational records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provisions set forth in 34 C.F.R. § 99.31(a)

C. Disabled Students

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality of information related to students with a disability.

## **VI. DISCLOSURE OF EDUCATION RECORDS**

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. a specification of the records to be disclosed;
  - b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made; ~~and~~
  - d. the consequences of giving informed consent; and
  - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
  - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
  - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
  - a. identifies and authenticates a particular person as the source of the electronic consent; and
  - b. indicates such person’s approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual’s informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
  - a. in plain language;
  - b. dated;
  - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
  - d. specific as to the nature of the information the subject is authorizing to be



disclosed;

- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for (i) life insurance or non-cancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in the STATEMENT OF RIGHTS section of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
  - a. performs an institutional service or function for which the school district would otherwise use employees;
  - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
  - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
- 3. To officials of other schools or school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or already is enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (See Part XIX.), suspension and expulsion information pursuant to section 7917 of the

federal Every Student Succeeds Act, and if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any

probable cause notice or any disposition or court order under Minn.

Stat. § 260B.171, unless the data are required to be destroyed under Minn.

Stat. § 120A.22, Subd. 7(c) or § 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;
6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or

institutions for the purpose of developing, validating or administering predictive tests, administering student aid programs or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization and the information is destroyed when no longer needed for the purposes for which the study was conducted and the school district enters into a written agreement with the organization that (a) specifies the purpose, scope and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term “organizations” includes, but is not limited to, federal, state and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to who information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student’s education records that are relevant for the

school district to defend itself.

11. To appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the educational records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to Section VII of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

- a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
- b. the existence of the following information about a student, not the actual data or other information contained in the student's educational record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file.

- 18. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the

student's parent or guardian.

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minn. Stat. § 260B.171, Subd. 5. The principal must place the information in the student's educational record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's educational record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action.

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in section 450b of Title 25), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when

such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The School District may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the school or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order.
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

**VII. RELEASE OF DIRECTORY INFORMATION**

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information, and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directed related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
  - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
  - b. the parent's or eligible student's right to refuse to let the school district designate

- any or all of those types of information about the student and/or the parent as directory information; and
  - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
- 2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district, in writing, that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI of this policy.
  - 3. A parent or eligible student may not opt out of the directory information disclosures to:
    - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
    - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
  - 4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

- 1. Name of the student and/or parent, as appropriate;
- 2. Home address;
- 3. School presently attended by student;
- 4. Parent's legal relationship to student, if applicable; and
- 5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

## VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records



For the purposes herein, education records are records, which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from educational records is disclosed.

**B. Private Records Not Accessible to Parent**

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
  - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
  - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
  - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
  - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
  - e. whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

**C. Private Records Not Accessible to Student**

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

**IX. DISCLOSURE OF CONFIDENTIAL RECORDS**

**A. Confidential Records**

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

**B. Reports Under the Maltreatment of Minors Reporting Act**

Pursuant to Minn. Stat. § 626.556, reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement

agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff or the local police department subject to the provisions of Minn. Stat. § 626.556, Subd. 11.

Regardless of whether a written report is made under Minn. Stat. § 626.556, Subd. 7, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred, that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minn. Stat. § 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
  - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
  - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
  - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative or arbitration proceedings.

**X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING**  
At a reasonable time prior to any exclusion or expulsion hearing, the student and the student’s parent or

guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. § 121A.40, *et seq.*

## **XI. DISCLOSURE OF DATA TO MILITARY RECRUITMENT OFFICERS**

- A. The School District will release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data to military recruiters pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
  - 1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
  - 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.
- C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority, the St. Louis Park High School Principal or designee, in writing, by the end of the second week of school each year. The written request must include the following information:
  - 1. Name of student and parent, as appropriate;
  - 2. Home address;
  - 3. Student's grade level;
  - 4. School presently attended by student;
  - 5. Parent's legal relationship to student, if applicable;
  - 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
  - 7. Specific category or categories of information, which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

## **XII. LIMITS ON REDISCLOSURE**

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
  - a. The disclosures meet the requirements of Section VI of this policy; and
  - b. The school district has complied with the record-keeping requirements of Section XIII of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student, or to parents of dependent students-, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall, inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII of this policy, ~~or~~ disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31(a)(3), or a third party outside the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

### **XIII. RESPONSIBLE AUTHORITY, RECORD SECURITY; AND RECORD KEEPING**

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C., which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student, which indicates:
  - a. the parties who have requested or received personally identifiable information from the education records of the student; and
  - b. the legitimate interests these parties had in requesting or obtaining the information;
  - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4 of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B of this policy, the record of disclosure required under this section shall also include:
  - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district; and
  - b. the legitimate interests under Section VI of this policy which each of the additional parties has in requesting or obtaining the information.; and
  - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4 of this

policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information form an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent eligible student to review the record of requests for disclosure.

3. Section XIII.E.1 does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1 of this policy, to requests for disclosures of directory information under Section VII of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.
4. The record of requests of disclosures may be inspected by:
  - a. the parent of the student or the eligible student;
  - b. the school official or his or her assistants who are responsible for the custody of the records; and
  - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records under the health or safety emergency exception
  - a. the articulable and significant threat to the health or safety of a student or other individual that formed that basis for the disclosure; and
  - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's educational records.

#### **XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays,

Sundays and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested, or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the educational records of a student with a disability by the student's parent or guardian or by the school upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information, which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
  - a. the cost of materials, including paper, used to provide the copies;
  - b. the cost of the labor required to prepare the copies;
  - c. any schedule of standard copying charges established by the school district in its normal course of operations;
  - d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm

- systems; and
    - e. mailing costs.
  - 2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used and, instead, the charge shall be no more than 25 cents for each page copied.
  - 3. The cost of providing copies shall be borne by the parent or eligible student.
  - 4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent, or in the case of a student with a disability would impair, the parent or eligible student from exercising their right to inspect or review the student's education records.

## **XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA**

### **A. Request to Amend Education Records**

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading or violates the privacy or other rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

### **B. Right to a Hearing**

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student.

A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
  - a. be maintained by the school district as part of the education records of the student



so long as the record or contested portion thereof is maintained by the school district; and

- b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of the Minn. Stat. Ch. 14 relating to contested cases.

**XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means the Director of Special Services.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of assessing records shall be made to the data practices compliance official.

**XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA and the rules promulgated thereunder, shall be submitted in writing to the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202-4605.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated there under has occurred.

## **XVIII. WAIVER**

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

## **XIX. ANNUAL NOTIFICATION OF RIGHTS**

### **A. Contents of Notice**

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated there under authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll including suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

### **B. Notification to Parents of Students Having a Primary Home Language Other Than English**

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

### **C. Notification to Parents or Eligible Students Who are Disabled**

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

## **XX. DESTRUCTION AND RETENTION OF RECORDS**

Destruction and retention of records by the school district shall be controlled by state and federal law.

## **XXI. COPIES OF POLICY**

Copies of this policy may be obtained by parents and eligible students at the office of the Superintendent.

***Legal References:***

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
**Minn. Stat. Ch. 14 (Administrative Procedures Act)**  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)  
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)  
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)  
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)  
Minn. Stat. § 363A.42 (Public Records: Accessibility)  
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)  
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)  
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)  
18 U.S.C. § 2331 (Definitions)  
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)  
20 U.S.C. Sec. 1232g *et seq.* (Family Educational Rights and Privacy Act)  
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)  
20 U.S.C. § 7908 (Armed Forces Recruiting Information)  
26 U.S.C. Secs. 151 and 152 (Internal Revenue Code)  
34 C.F.R. Secs. 99.1-99.67 (Family & Education Rights & Privacy)  
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)  
42 C.F.R. § 2.1 *et seq.* (*Confidentiality of Drug Abuse Patient Records*)  
*Gonzaga University v. Doe*, 536 U.S. 273 (2002)

***Cross References:***

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)  
MSBA/MASA Model Policy 520 (Student Surveys)  
MSBA/MASA Model Policy 711 (Videotaping on School Buses)  
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)  
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

## INDEPENDENT SCHOOL DISTRICT 283

SECTION/FILE 806 DATE OF ADOPTION 9.12.05  
REVISION: 11-26-07; 10/27/08; 4/8/13; 06/25/18,  
11/12/19  
TITLE Crisis Management Policy

### I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members as to how to address a wide range of potential crisis situations in the school district. For purposes of this Policy, the term, "school districts" shall include charter schools. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school building in the district should develop tailored crisis management plans or procedures may be added or deleted in those crisis management plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with first-responders and other relevant community organizations. The school district will ensure that relevant first responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

### II. GENERAL INFORMATION

#### A. The Policy and Plans

The school district's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a crisis management plan to meet that building's specific situation and needs.

The school district administration and/or the administration of each building shall present tailored building specific crisis management plans to the school board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the school board, such crisis management plans shall be an addendum to this Crisis Management Policy. This Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Emergency Planning and Procedures Guide for Schools to assist in the development of building-specific crisis management plans. Finally, all general crisis procedures will address specific procedures for children with special needs such as physical, sensory, motor, developmental, and mental health challenges.
  - a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public-address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.
  - b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation

procedures should also address transporting necessary medications for students that take medications during the school day.

- c. **Sheltering Procedures.** Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public-address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.
2. **Crisis-Specific Procedures.** The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.
3. **School Emergency Response Teams**
  - a. **Composition.** The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office, or in a secondary location in single building school districts.
  - b. **Leaders.** The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be

available as necessary to emergency response officials.

### **III. PREPARATION BEFORE AN EMERGENCY**

#### **A. Communication**

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.
2. Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Student shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

#### **B. Planning and Preparing for Fire**

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended).
2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe area as both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire

extinguishers and protective clothing and equipment.

5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minn. Stat. § 121A.035.
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be regularly updated and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.



School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or maybe dangerous to use during an emergency.

1. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision and hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

E. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building. Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

F. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

G. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.
5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

H. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

- Physical/structural recovery.
- Fiscal recovery.
- Academic recovery.
- Social/emotional recovery.

**Legal References:** Minn. Stat. Ch. 12 (Emergency Management)  
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)  
Minn. Stat. § 121A.035 (Crisis Management Policy)  
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)  
Minn. Stat. § 299F.30 (Fire Drill in School)  
Minn. Stat. 326B.02, Subd. 6 (Powers)  
Minn. Stat. 326B.106 (General Powers of Commissioner of Labor and Industry)  
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)  
Minn. Rules Ch. 7511 (Fire Safety) 20 U.S.C. § 1681, et seq. (Title IX)  
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act) 20 U.S.C. § 7912 (Unsafe School Choice Option) 42 U.S.C. § 5121 et seq. (Disaster Relief and Emergency Assistance)

***Cross References:*** MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 501 (School Weapons Policy)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)  
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

## TENTATIVE AGREEMENT SUMMARY

### SPARK AND SAINT LOUIS PARK PUBLIC SCHOOLS 2021-2023 Terms and Conditions of Employment

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

**Tentative Agreement subject to Board approval:** 12-16-2021

**Employees Covered:** 171

#### **ECONOMIC PROPOSALS**

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

- 2021-22: Variable increases to provide more dollars to people getting less step increases at top step. This proposal is tied to additional initial placement flexibility to Step 10. 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 Career increments by \$.25/hr. See schedules attached.
- 2022-23: Again, variable increases to provide more dollars to people getting less step increases at top step. Increase 20 and 25 year CI by an additional \$.25/hr. 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 enrollment numbers are shown for reference.

		2020-21	2021-22	2022-23	
	Enrollment	District Contributions/mo			
	69	Yr0-Base	Yr1	Yr2	7/1/2023
Single-VEBA Plan B	29	\$580	\$600	\$620	\$640
Single-Standard Plan A	3	\$505	\$525	\$545	\$545
E+1 VEBA Plan B	18	\$1,150	\$1,190	\$1,230	\$1,340
E+1 Standard Plan A	1	\$860	\$900	\$940	\$940
Family - VEBA Plan B	18	\$1,600	\$1,650	\$1,700	\$1,750
Family - Standard Plan A	0	\$1,203	\$1,253	\$1,303	\$1,303

\*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 16:** Delete lifetime max.

#### **In reply to the SPARK 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 \$200 to all active SPARK 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.

## **TENTATIVE AGREEMENT SUMMARY**

## TENTATIVE AGREEMENT SUMMARY

### Noneconomic Language Changes:

1. Propose a two-year contract July 1, 2021 to June 30, 2023. [TA 11/11]
2. General clean-up of formatting, grammar, dates, references and job title changes. [TA 11/11]
3. **Credit Union Art 5.4:** Update title and language to refer to Direct Deposit. [TA 12/2 - 11/11 see draft language]
4. **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 12/2 - 11/11 see draft language]
5. **Initial Placement - (Art 8.5):** Initial Placement – remove Step 5 limit for initial placement in hard to fill positions. Provide additional step placement when an employee who meets the Highly Qualified status moves from an Instructional Assistant to a Special Education Assistant position. [12-16 the district withdraws this proposal and will continue to work with SPARK on placement]
6. **Jury Duty Art 9.4:** Employees may keep the payment from the courts for jury duty. [TA-12/16]
7. **Reimbursement 9.5:** Employees who are required by their supervisor to have a personal cell phone available for work calls during the day may be reimbursed for up to \$50/mo. [TA 12/16].
8. **Vacation Art 10.3.A:** Vacation time for the upcoming school year will be entered into the leave management system normally by July 1 but for sure before July 15. [TA 12/2 - 11/11 see draft language]
9. **Insurance Art 11.3:** Move the timing of the VEBA payment from July 1 to September 1 to avoid funding and people not reporting back to work in August. [TA 12/2 - 11/11 see draft language]
10. **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. Also, change that payments will be made to the HCSP once per year by June 30<sup>th</sup>. [TA 11/18, 11/11 see draft language]
11. **Update language in 12.2.L & M:** 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 12-2 - 11/11 see draft language]
12. **Deferred Compensation:** Remove lifetime max – part of economic proposals. [TA 12-2]

The District is providing notice of changes to deductions for 10-mo employees on Health Insurance. Also payment of summer checks for 10mo employees for 2022.

### SPARK Items

#### 1. Art. 1.1 Parties

... to provide the terms and conditions of employment for clerical personnel (**EM SPARK employees for**) the duration of this Agreement. [TA 11/11]

#### 2. Art. 2.3 Seniority

... the term seniority shall mean the accumulation of (all) years of service...[11/11 all SLP years of service count for things like deferred comp, vacation, HCSP, etc. Seniority for layoff only counts SPARK or combined PACE-SPARK time. Changed language around seniority and grants to be short-term grants or funding projects. Seniority years restored for SPARK employees who resign and then are rehired in the district.]

#### 3. Art. 4.3 Effect of Laws, Rules and Regulations

... The parties also recognize the right (,) obligation and duty...

... designated officials to have reasonable rules, regulations (,) directives and orders... [TA 11/11]

#### 4. Art. 5.1 Right to Views

## TENTATIVE AGREEMENT SUMMARY

- ... employment or their betterment, so long as the same is not designed to ... [TA 11/11]
5. Art. 5.3 Request for Dues Deductions  
Update language to reflect how it is currently done. [11/11 Agree in concept- need language]
6. Art. 5.5 Personnel Files  
Clarify if the language is still accurate. [11/11, yes files refers to both paper and electronic wherever kept]
7. **ADD** an Article  
Art. 5.8 Right to Representation  
All EM SPARK employees are entitled to representation in all meetings with any Supervisor, Dean, Principle, etc. **[TA 12/16 In general yes, if may lead to discipline or probationary release. However, not just any conversation around work direction can be stopped and need to wait until rep available. See language in markup copy.]**
8. Art. 6.3.E Holidays  
... The District reserves the right, if school is in session (,) to cancel any of the above holidays...  
Discuss adding a floating Religious Holiday. **[TA 12/16 vacation/personal leave changed for 2022-23 with additional vacation days. Religious holidays available through personal leave. ]**
9. Art. 10.4.B Other Vacation Rules  
Clarify who this applies to. **[TA 12/16 clarified language around when vacation must be used by. Amounts carried over as of June 30 must be used by the following January 31.]**
10. Art. 12.7.B Child Care Leave  
Clean up language. **[TA 12/2 see draft new language to review]**
11. Art. 12.7.F Child Care Leave  
Clarify where the employee will be "re-employed".  
... an employee returning from childcare leave (substitute **maternity leave or time off for the adoption process**) is subject to... **[TA 12-2 see draft new language to review]**
12. Art. 13.3 Filling Vacancies  
Discuss if this is still the procedure. **[11/11 yes. Emails to applicants, calls to those interviewed]**
13. Art. 14.6.A Reduction of Hours  
We need cleaner language. **[12/16 agreed on current language application. If hours are reduced, they will come from the least senior person in that class first that does not create a loss in benefits within that building, then the next person etc. If the reduction caused a loss of benefit contributions, then the employee would have the right to bump to the least senior person in another building]**
14. Art. 15.1 Probationary Period  
Clarify the definition of Supervisor as someone the employee directly reports to and is familiar with the expectations of the position. Define the job expectations and determine specific dates for reviews. **[TA 12/16 employees would have at least two conversations with supervisors to go over expectations before being released from probation]**
15. Art. 15.2 Suspension or Termination  
... to the grievance procedure **(and EM SPARK representation)**. **[TA 11/11 see draft language]**
16. Art. 15.3 Probationary Period - Change in classification  
...if it is determined by the District, **(after two performance reviews)**, that the employee's performance in the new position is unsatisfactory...**[TA- 12-2 and in 15.1]**
17. SPARK proposed new stipend if principal/supervisor requires the use of your personal cell phone at work. **[TA 12-6 district agrees as part of overall economic package for certain specified positions by the supervisor]**

## TENTATIVE AGREEMENT SUMMARY

### 2021-23 Salary Schedules (12-2-2021 proposal)

#### 2020-21 Previous Contract Schedule

	CLS3	CLS4	CLS5	CLS6
1	\$ 16.41	\$ 17.34	\$ 17.93	\$ 19.45
2	\$ 16.97	\$ 17.92	\$ 18.53	\$ 20.11
3	\$ 17.50	\$ 18.50	\$ 19.13	\$ 20.77
4	\$ 18.03	\$ 19.07	\$ 19.73	\$ 21.43
5	\$ 18.61	\$ 19.71	\$ 20.38	\$ 22.15
6	\$ 19.14	\$ 20.28	\$ 20.98	\$ 22.81
7	\$ 19.68	\$ 20.86	\$ 21.57	\$ 23.48
8	\$ 20.22	\$ 21.44	\$ 22.18	\$ 24.14
9	\$ 20.62	\$ 22.07	\$ 23.08	\$ 24.75
10	\$ 21.83	\$ 23.29	\$ 24.31	\$ 26.00

#### July 1, 2021 - June 30, 2023

#### Salary Schedules

#### 2021-22 SPARK Group

Step	CLS3	CLS4	CLS5	CLS6
1	\$16.51	\$17.44	\$18.03	\$19.55
2	\$17.07	\$18.02	\$18.63	\$20.21
3	\$17.75	\$18.75	\$19.38	\$21.02
4	\$18.33	\$19.37	\$20.03	\$21.73
5	\$18.91	\$20.01	\$20.68	\$22.45
6	\$19.44	\$20.58	\$21.28	\$23.11
7	\$19.98	\$21.16	\$21.87	\$23.78
8	\$20.62	\$21.84	\$22.58	\$24.54
9	\$21.12	\$22.57	\$23.58	\$25.25
10	\$22.38	\$23.84	\$24.86	\$26.55

#### 2022-23 SPARK Group

Step	CLS3	CLS4	CLS5	CLS6
1	\$16.61	\$17.54	\$18.13	\$19.65
2	\$17.17	\$18.12	\$18.73	\$20.31
3	\$17.85	\$18.85	\$19.48	\$21.12
4	\$18.58	\$19.62	\$20.28	\$21.98
5	\$19.16	\$20.26	\$20.93	\$22.70
6	\$19.69	\$20.83	\$21.53	\$23.36
7	\$20.23	\$21.41	\$22.12	\$24.03
8	\$20.92	\$22.14	\$22.88	\$24.84
9	\$21.52	\$22.97	\$23.98	\$25.65
10	\$22.93	\$24.39	\$25.41	\$27.10



## TENTATIVE AGREEMENT SUMMARY

### Career Increments (non-cumulative or compounding)

	2021-22	2022-23
After 15 years of service:	\$1.25 additional per hour	\$1.25 additional per hour
After 20 years of service:	\$1.50 additional per hour	\$1.75 additional per hour
After 25 year of service:	\$1.75 additional per hour	\$2.00 additional per hour



**St. Louis Park  
Public Schools**

*Achieving success, one student at a time!*

2021-2023

Deleted: 2019-2021

**AGREEMENT**

between

**INDEPENDENT SCHOOL DISTRICT NO. 283**

**St. Louis Park, Minnesota**

and

**EDUCATION MINNESOTA SPARK, LOCAL 7358**

Board Approved \_\_\_\_\_

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Effective through June 30, 2023

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## Table of Contents

<b>ARTICLE 1 - PURPOSE</b>	1
1.1. Parties:	1
<b>ARTICLE 2 - DEFINITIONS</b>	1
2.1. School Board or District:	1
2.2. Student Support Personnel:	1
2.3. Seniority:	1
2.4. Layoff:	1
2.5. Appropriate Supervisor:	1
2.6. P.E.L.R.A.:	1
2.7. Other Terms:	1
<b>ARTICLE 3 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE</b>	1
3.1. Recognition:	1
3.2. Appropriate Unit:	2
3.3. School Buildings and Facilities:	2
3.4. Union Business Leave:	2
<b>ARTICLE 4 - DISTRICT RIGHTS</b>	2
4.1. Inherent Managerial Rights:	2
4.2. Management Responsibilities:	2
4.3. Effect of Laws, Rules and Regulations:	2
<b>ARTICLE 5 - EMPLOYEE RIGHTS</b>	3
5.1. Right to Views:	3
5.2. Right to Join:	3
5.3. Request for Dues Deductions:	3
5.4. Credit Union:	3
5.5. Personnel Files:	3
5.6. Private and Personal Life:	3
5.7. Information:	4
<b>ARTICLE 6 - THE WORK YEAR</b>	4
6.1. Employee Duty Days:	4
6.2. School Closings:	4
6.3. Holidays:	4
<b>ARTICLE 7 - THE WORK DAY</b>	4
7.1. Work Hours:	4
7.2. Work Week:	5
7.3. Duty Free Lunch:	5
7.4. Breaks:	6

Deleted: 3

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Deleted: 4

Deleted: 4

Deleted: 5

**ST. LOUIS PARK – EM SPARK AGREEMENT****2021-2023****ARTICLE 8 - BASIC COMPENSATION**

- 8.1. Rates of Pay: ..... 6
- 8.2. Anniversary Date: ..... 6
- 8.3. Method of Payment: ..... 6
- 8.4. Deduction: ..... 6
- 8.5. Initial Placement: ..... 6

**ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENTS**

- 9.1. Overtime: ..... 7
- 9.2. Comp Time: ..... 7
- 9.3. Classroom Substitute: ..... 7
- 9.4. Jury Duty: ..... 7

**ARTICLE 10 - VACATIONS**

- 10.1. Eligibility: ..... 7
- 10.2. Earned Vacation: ..... 7
- 10.3. Application: ..... 9
- 10.4. Other Vacation Rules: ..... 9
- 10.5. Application: ..... 9

**ARTICLE 11 - GROUP INSURANCE**

- 11.1. Eligibility: ..... 9
- 11.2. Selection of Carrier: ..... 9
- 11.3. Employer Contribution: ..... 10
  - A. District Health Insurance Program Non-Deductible/Standard: ..... 10
  - B. District Health Insurance Program Deductible/VEBA: ..... 10
- 11.4. Married Couples: ..... 10
- 11.5. Marital Status: ..... 10
- 11.6. Dental Insurance: ..... 10
- 11.7. Group Income Protection (Long-Term Disability): ..... 10
- 11.8. Life Insurance: ..... 11
- 11.9. Health Care Savings Plan in Lieu of Retiree Health Insurance for employees hired after July 1, 2005: ..... 11
- 11.10. Claims Against the District: ..... 11
- 11.11. Duration of Insurance Contribution: ..... 11
- 11.12. Continued Coverage (COBRA): ..... 11

**ARTICLE 12 - LEAVES OF ABSENCE**

- 12.1. Eligibility: ..... 12
- 12.2. Basic Leave Allowance: ..... 12
- 12.3. Sick Leave: ..... 12
- 12.4. Personal Leave: ..... 13
- 12.5. Bereavement Leave: ..... 14
- 12.6. General Leaves of Absence: ..... 14
- 12.7. Child Care Leave: ..... 15

Deleted: 19

Deleted: 1

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<b>ST. LOUIS PARK – EM SPARK AGREEMENT</b>	<b>2021-2023</b>	Deleted: 19
12.8. Military Leave:.....	16	Deleted: 1
12.9. Staff Development: .....	16	Deleted: 14
<b>ARTICLE 13 - VACANCIES AND TRANSFERS</b> .....	16	Deleted: 14
13.1. Posting of Vacancies: .....	16	Deleted: 14
13.2. Application for Vacancies: .....	16	Deleted: 14
13.3. Filling of Vacancies:.....	16	Deleted: 14
13.4. Required Training:.....	16	Deleted: 14
13.5. Application of Seniority:.....	16	Deleted: 14
13.6. Promotion Positions:.....	16	Deleted: 14
13.7. Outside Applicants: .....	17	Deleted: 14
13.8. Administrative Transfers: .....	17	Deleted: 15
<b>ARTICLE 14 - STAFF REDUCTION</b> .....	17	Deleted: 15
14.1. Procedures: .....	17	Deleted: 15
14.2. Seniority:.....	17	Deleted: 15
14.3. Layoffs:.....	17	Deleted: 15
14.4. Employees on Layoff: .....	18	Deleted: 16
14.5. Recall Rights: .....	18	Deleted: 16
14.6. Reduction in Hours:.....	18	Deleted: 16
14.7. Exclusion: .....	18	Deleted: 16
<b>ARTICLE 15 - PROBATIONARY PERIOD</b> .....	19	Deleted: 17
15.1. Probationary Period: .....	19	Deleted: 17
15.2. Suspension or Termination: .....	19	Deleted: 17
15.3. Probationary Period — Change of Classification: .....	19	Deleted: 17
<b>ARTICLE 16 – DEFERRED COMPENSATION</b> .....	19	Deleted: 17
16.1. Deferred Compensation Matching Program:.....	19	Deleted: 17
16.2. Deferred Compensation Eligibility .....	19	Deleted: 17
<b>ARTICLE 17 - EVALUATION</b> .....	20	Deleted: 18
17.1. Formal Evaluations:.....	20	Deleted: 18
<b>ARTICLE 18 - CORRECTIVE ACTION</b> .....	20	Deleted: 18
18.1. Corrective Action:.....	20	Deleted: 18
18.2. Grounds for Disciplinary Action:.....	20	Deleted: 18
18.3. Opportunity to Meet: .....	20	Deleted: 18
18.4. Subject to Arbitration:.....	21	Deleted: 19
18.5. Time of Suspension: .....	21	Deleted: 19
18.6. Suspension with Pay:.....	21	Deleted: 19
18.7. Application of Suspension Without Pay:.....	21	Deleted: 19
<b>ARTICLE 19 - GRIEVANCE PROCEDURE</b> .....	21	Deleted: 19
19.1. Purpose and Procedure: .....	21	Deleted: 19
19.2. Representative:.....	21	Deleted: 19

**ST. LOUIS PARK – EM SPARK AGREEMENT****2021-2023**

19.3. Grievance Definition:.....	22
19.4. Definitions and Interpretations: .....	22
19.5. Adjustment of Grievance, Time Limitation and Waiver: .....	22
19.6. Arbitration:.....	24
19.7. Election of Remedies and Waiver: .....	24

**ARTICLE 20 - MISCELLANEOUS.....25**

20.1. Mileage Allowance: .....	25
20.2. Excess Liability Coverage:.....	25
20.3. Non-Work Injury:.....	25
20.4. Publication of the Agreement: .....	25
20.5. Personal Absence and Substitutes: .....	25
20.6. Unit Representation: .....	25
20.7. Reclassification: .....	25

**ARTICLE 21 - DURATION.....26**

21.1. Terms and Reopening Negotiations: .....	26
22.2. Effect: .....	26
23.3. Finality: .....	26
24.4. Severability: .....	26

**SIGNATURES.....27****SCHEDULE A: EM SPARK Salary Schedule 2019-20.....28****SCHEDULE B: EM SPARK Salary Schedule 2020-21.....29****APPENDIX A – LIST OF SPARK JOB CLASSIFICATIONS:.....30****APPENDIX B – PROVISIONS APPLY TO SOME ACTIVE EMPLOYEES HIRED PRIOR TO A SPECIFIED DATE:.....31**

FORMER ARTICE XI – INSURANCE Section 6 School District Insurance Contribution for Eligible Retirees Hired Prior to July 1, 2005:.....	31
FORMER ARTICLE XVI - SEVERANCE PAY .....	31

**ATTACHMENT 1 – SPARK GRIEVANCE REPORT FORM.....33**

Deleted: 19

Deleted: 1

Deleted: 19

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Deleted: 22

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## ARTICLE 1 -PURPOSE

### 1.1. Parties:

This Agreement is entered into between the St. Louis Park Public Schools, Independent District No. 283, St. Louis Park Minnesota, hereinafter referred to as the School District, and the Student Support Unit, hereinafter referred to as EM SPARK, 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 ~~student support~~ personnel during the duration of this Agreement.

Deleted: clerical

## ARTICLE 2 - DEFINITIONS

### 2.1. School Board or District:

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

### 2.2. Student Support Personnel:

For purposes of this Agreement, the term personnel or employees shall mean those individuals designated EM SPARK, included in the appropriate unit as stated in Article 3.2.

### 2.3. Seniority:

For purposes of this Agreement, the term seniority shall mean the accumulation of years of service in the EM SPARK Unit, formerly PACE/Student Support Unit (SSU) in positions of twenty (20) or more hours per week. Seniority shall not apply to employees whose positions are funded by state and/or federal project grants.

### 2.4. Layoff:

For the Purposes of this agreement Layoff shall mean the elimination of a position or reduction in hours by the District which results in the total loss of hours or a reduction in hours for an employee covered by this agreement. A laid off employee is 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.

### 2.5. 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.

### 2.6. P.E.L.R.A.:

References to P.E.L.R.A in this agreement shall mean the Minnesota Public Labor Relations Act in Minnesota Statutes as of 2017.

### 2.7. Other Terms:

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

## ARTICLE 3 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### 3.1. Recognition:

In accordance with P.E.L.R.A., the District recognizes EM SPARK as the exclusive representative of student support personnel as defined in Section 2 below, employed by the District of Independent School District No. 283. EM SPARK shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.



## ST. LOUIS PARK — EM SPARK AGREEMENT

2021-2023

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### 3.2. Appropriate Unit:

EM SPARK shall represent all student support staff of Independent District No. 283, St. Louis Park, Minnesota, in the job classifications listed in Appendix A who are employed for fourteen (14) or more hours per week or thirty-five percent (35%) of the normal work week in the employee bargaining unit (10.5 hours per week for this SPARK 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.

### 3.3. School Buildings and Facilities:

EM SPARK 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.

### 3.4. Union Business Leave:

EM SPARK shall have up to 25 days of Union Business Leave available to members to use within each school year. The Union will reimburse the District for the cost of substitutes needed to cover for the person on this leave. District scheduled or approved events that have mutual benefit to the District will not be charged against this 25-day total.

## 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 and to uphold the specific provisions of this agreement.

### 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 have 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 EM SPARK.

**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 Deductions:**

In compliance with P.E.L.R.A. 179A.06, Subd. 6, personnel shall have the right to request and be allowed dues deductions for EM SPARK provided that dues deductions and the proceeds thereof shall not be allowed to EM SPARK if it has lost its right to dues check off pursuant to 179.19, Subd. 7 of P.E.L.R.A. EM-SPARK will obtain a properly executed authorization from the employee involved (examples of which include paper authorization, electronic authorization or audio-recorded phone authorization), the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative during the period provided in said authorization. The Union will notify the School District of the dues to be deducted from each employee's paycheck and the correct institution to remit the dues payments. Deductions will be made each pay-period and transmitted to the designated exclusive representative. The District shall furnish to the exclusive representative (EM-SPARK's Treasurer) monthly an alphabetized list of employees from whom such deductions have been made. The District agrees to honor and implement all the terms of the dues-checkoff authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. The Union agrees that the District's only obligation is to deduct and remit the dues indicated by the Union to be deducted from each employee's pay. The Union agrees to save the District harmless from any actions growing out of these deductions and assumes full responsibility for the disposition of funds so deducted once they have been remitted by the District.

**Deleted:** 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 EM SPARK during the period provided in said authorization.

**5.4. Direct Deposit:**

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

**Deleted:** Credit Union

**Deleted:** a payroll deduction plan

**Deleted:**

**5.5. Personnel Files:**

All evaluations, supervisor's records, 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 review the contents of all files being kept within the district at the location of the office of Human Resources. 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. 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.

## ST. LOUIS PARK – EM SPARK AGREEMENT

2021-2023

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### 5.7. Information:

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

### 5.8. Representation at Meetings:

An employee will have the right to have an EM-SPARK representative present whenever asked to come to meet with their supervisor. This especially pertains to any meetings that could lead to discipline under Article 18 – Corrective Action or probationary release in Article 15 – Probationary Period. This generally does not pertain to general daily work direction, such as, bus duty, lunch supervision or assignment of other daily tasks.

## 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 as determined to conduct school. The District and SPARK will meet and discuss the number of duty days and the specific work calendars for the next work year, typically by May 1 of each year.

### 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 paid. 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: For purposes of this Article, it is understood and agreed by the parties that holiday pay shall be allowed only to those personnel who are employed at least twenty (20) or more hours per week. In order to be eligible for holiday pay, an 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 for twelve (12) month employees 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, Martin Luther King Jr. Day, Presidents' Day, Spring Holiday (the last Friday of spring break) and Memorial Day.
- C. Holidays for those employees working on a less than twelve (12) month basis shall include: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Spring Holiday (the last Friday of spring break) and Memorial Day.
- D. Employees hired whose contract ends prior to winter and/or spring break are not eligible to holiday pay during that time.
- E. 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 which falls within an employee's vacation period shall not be counted as a vacation day.

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## 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. The hours will be designated by the appropriate supervisor. Employees will receive notice from their supervisors by June

**ST. LOUIS PARK – EM SPARK AGREEMENT**

**2021-2023**

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1 each year of the expected assignment for the next school year. Employees will have access in the Employee Portal to their assignment details by August 1. The notice will include 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. 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.

**7.3. Duty Free Lunch:**

The District and EM SPARK recognize that employees working six (6) or more hours per day are entitled to a duty free lunch period, but that occasionally issues regarding scheduling may arise. In the event of conflict, and only with prior approval from the appropriate supervisor, an employee shall be allowed to voucher for her/his lunch period.

**7.4. Breaks:**

The District and EM SPARK recognize the benefits of providing breaks to employees. The District will make every reasonable effort to schedule a break of not less than ten (10) minutes during the work day for every four (4) hours of work scheduled. Such breaks shall be scheduled based upon factors including, but not limited to, the needs and requirements of the program. The scheduling of breaks is subject to the discretion of the appropriate supervisor. If issues should arise regarding the scheduling and/or the duration of breaks, the employee shall raise such issue with their supervisor and/or the Director of Human Resources.

**ARTICLE 8 - BASIC COMPENSATION****8.1. Rates of Pay:**

The wages and salaries reflected in Schedule A and Schedule B, attached hereto, shall be part of the Agreement for the 2019-2020 and 2020-2021 school years. Employees shall advance on the salary schedule one (1) step for each additional year of service, during this contract period, subject to the right of the School Board to withhold increments for just cause and subject to criteria in Section 8.2 below. 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, employees must have been actively employed from at least January 15<sup>th</sup> to the anniversary date.

**8.3. Method of Payment:**

- A. Employees regularly employed two hundred (200) or more days per year shall be paid in twenty-four (24) payments, such pay days to be on the fifteenth (15th) and last day of each month.
- B. Employees regularly employed for less than two hundred (200) days per year shall elect to receive their salary in nineteen (19) or twenty-four (24) equal payments. Such pay election shall be made on a form provided by the District and shall remain in effect from year to year unless the employee provides the District with written notice electing a different pay option prior to July 1, of any year.
- C. Except in cases of termination of employment, the pay plan elected shall not be changed during the course of the period covered by the selection.
- D. In the event that pay dates fall on a weekend or holiday, the payday shall be the preceding workday.
- E. 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 the Union not less than six (6) months 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 of pay for each such hour of absence.

**8.5. Initial Placement:**

New employees may be hired up to Step 5 of the salary schedule with credited outside experienced verified by the Human Resource Department. If the District wants to make an initial placement above Step 5 with verified experience, the District will need to meet with SPARK and the step placement must be mutually agreed upon. An EM SPARK employee who has left the District and is rehired shall be allowed to return with salary placement on at least the step at which they left or higher appropriate step placement based on experience and step advancement in this Article.

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**ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENTS****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).

**9.2. Comp Time:**

Employees scheduled to work above or beyond their assigned contractual duty hours shall be allowed personal time or salary vouchered hours in lieu thereof, as determined by and with the pre-approval of their building principal or site coordinator.

**9.3. Classroom Substitute:**

Employees with appropriate licensure, who are requested by their building principal or designee/site supervisor to substitute for a certified staff member shall be paid at the certified substitute hourly rate in effect or the employee's current hourly rate, whichever is higher.

**9.4. Jury Duty:**

Employees required to serve jury duty shall be paid for the time of service and may keep any payment received by the courts. Employees who are released from Jury Duty during the day are expected to return to their site if released by noon of any work day.

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**9.5. Expense Reimbursement**

In the event that a SPARK employee is required by their supervisor to have a personal cell phone available and to be accessible for work related 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 a check request form and receipts and will be reimbursed quarterly.

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**ARTICLE 10 - VACATIONS****10.1. Eligibility:**

Regularly employed persons shall accrue vacation leave within one of the following groups:

Group A - Forty-six (46) through fifty-two (52) week employees, including childcare personnel who work twelve months or 52 weeks.

Group B - Less than forty-six (46) week employees working at least one thousand (1,000) hours per year.

**10.2. Earned Vacation:**

A. Group A eligible employees shall accrue vacation as follows:

- 5/6 of a day for each month of service for each year during the first four (4) years of service in the District, to a maximum of ten (10) days in any one year.
- 1-1/4 days for each month of service for each year after completing four (4) years of service 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 ten (10) 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 sixteen (16) years of service in the District, to a maximum of twenty-five (25) days in any one year.
- One additional day each year thereafter to a maximum of thirty (30) days per year.

B. Group B eligible employees shall accrue vacation as follows, and subject to Section 10.5:

- Two (2) days of vacation per year.
- Effective 2022-23, the vacation amount will increase to five (5) days per year.

**ST. LOUIS PARK — EM SPARK AGREEMENT**

**2021-2023**

Group B employees hired BEFORE January 1, 1991 shall accrue six (6) days of vacation and also subject to Section 10.5.

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## ST. LOUIS PARK – EM SPARK AGREEMENT

2021-2023

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### 10.3. Application:

- A. Vacation amounts will be entered by Human Resources near July 1, of each year.
- B. 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 up to a maximum of 15 days of pay, provided such employee provides the District with at least two (2) weeks of advance notice of the employee's resignation time, unless such termination is by reason of death or disability.

### 10.4. Other Vacation Rules:

- A. Employees must submit an online request for vacation to their supervisor using the District's time off employee 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 during the next school year by January 31th 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 10.1 unless mutually agreed to by the employee and the District.
- 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. For example, an employee entitled to ten (10) vacation days who is regularly scheduled to work five (5) hours per day, earns 5 hours of vacation time for each of the 10 vacation days the employee is entitled to.

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### 10.5. Application:

For the purposes of this Article, Group B employees hired after January 1 1991 who thereafter become Group A employees (employees who work forty-six (46) through fifty-two (52) weeks per year) shall accrue and take vacation pursuant to Article 10, provided that accruals shall be based only upon service as Group A employees.

## ARTICLE 11 - GROUP INSURANCE

### 11.1. Eligibility:

For purposes of this Article 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 per the following shall apply:

- A. District contribution to the District health and Dental Insurance programs shall be one-half (1/2) the applicable amounts stated in Sections 11.3-11.6.
- B. Group income protection (LTD) as in force per 11.7.
- C. Life insurance in one-half (1/2) the amount stated in Section 11.8.
- D. For purposes of this section it is understood and agreed that a "week" is defined as any five days in which an employee is assigned to work.

### 11.2 Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the District. Opportunity shall be afforded to the Association to meet and confer on such matters. The District shall contribute toward a portion of the premium for health insurance for the 2021-2023 Health Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in any of the Employee, Employee+1, or Family coverage options. The employee shall pay the difference through payroll deduction between the District contribution listed below and the total cost of the health plan coverage selected.

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## ST. LOUIS PARK — EM SPARK AGREEMENT

2021-2023

### 11.3 Employer Contribution:

The District will contribute up to the following amounts to the coverage selected by eligible employees:

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

District Contributions Standard-Plan A	Employee	Employee + 1	Family
July 1, 2021	\$525/mo	\$900/mo	\$1,253/mo
July 1, 2022	\$545/mo	\$940/mo	\$1,303/mo
July 1, 2023	\$545/mo	\$940/mo	\$1,303/mo

#### B. District Health Insurance Program Deductible/VEBA:

District Contributions VEBA-Plan B	Employee	Employee + 1	Family
July 1, 2021	\$600/mo	\$1,190/mo	\$1,650/mo
July 1, 2022	\$620/mo	\$1,230/mo	\$1,700/mo
July 1, 2023	\$640/mo	\$1,340/mo	\$1,750/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 Married Couples:

Effective starting in the 2018-19 school year, in the case of two SPARK employees who are both covered by this agreement and married to each other, the couple may elect to have both employees participate in the VEBA program separately with one health insurance policy coverage as long as this election is cost neutral or may create a cost savings for the District. Beginning July 1, 2018, for employees that are married to each other and participating in the VEBA program, the District shall contribute an additional amount toward the employee contribution of an amount not to exceed the single VEBA contribution for that year.

### 11.5. Marital Status:

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

### 11.6 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.

### 11.7. Group Income Protection (Long-Term Disability):

The District shall pay the premium for the income protection insurance in force on the effective date of this Agreement for all employees who are eligible for and are enrolled in the group income protection plan. Subject to the provisions of the policy, the plan provides for a benefit of 2/3 of income but with a monthly maximum of \$5,000 per month.

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**ST. LOUIS PARK – EM SPARK AGREEMENT**

**2021-2023**

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- A. 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 level of coverage. The District shall pay no more than the single amount in effect at the time of the onset of the employee's disability.
- B. The District shall contribute this amount toward the group health insurance program for a period of three (3) years from the date of long-term disability placement or the occurrence of the employee's age of full Social Security, whichever comes first.

**11.8. 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.

**11.9. Health Care Savings Plan in Lieu of Retiree Health Insurance for employees hired after July 1, 2005:**

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

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

The maximum total district contribution that any employee can receive under this section is \$50,000. The District will make deposits into the employee's HCSP account on a quarterly basis.

**11.10 Claims Against the District:**

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

**11.11 Duration of Insurance Contribution:**

An employee is eligible for monthly District contributions as, provided in this Article as long as the employee is employed by the District. Upon termination of employment, all District participation and contribution shall cease effective on the last day of the month.

**11.12. Continued Coverage (COBRA):**

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

- A. the employee retires prior to age 65;
- 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 subdivision shall not be retroactive

**ARTICLE 12 - LEAVES OF ABSENCE****12.1. Eligibility:**

For purposes of this section it is understood and agreed by the parties that to be eligible for the Leave Allowance in 12.2 and Sick Leave in 12.3 the employee must be employed at least 20 duty days per year and is regularly scheduled for at least four (4) hours per day.

**12.2. Basic Leave Allowance:**

A leave allowance of twelve (12) days with pay shall be granted for each full school year provided an employee has served for a minimum of twenty (20) duty days each year and is regularly scheduled at least four (4) hours per day. Leave not used during any school year shall accumulate without limit.

**12.3. Sick Leave:**

- A. An employee may use one (1) day of accumulated paid leave for each day of personal illness. An employee may use one (1) day of accumulated paid 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 this section.
- 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. It is each employee's responsibility to record their time off correctly. Basic accumulated leave pay shall be electronically submitted by the employee. The employee may ask for help from their supervisor, building or program administrative assistant or human resources.
- F. 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 and mother-in-law. In the case of a son or daughter less than eighteen (18) years old, refer to subdivision 1 of this section.
- G. 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: grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law. Close family shall also include any other person residing in or who has resided in the same household as the employee and who clearly stands in the same relationship with the employee.
- H. In the event an employee, in a particular year, has fully utilized the number of days provided in Section 12.3.F and G 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.
- I. The employee may utilize up to twelve (12) workweeks 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.

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## 2. Medical Leave:

- a. To care for a family member who has a serious health condition.
  - b. Treatment of a serious health condition which 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.
- J. 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
- K. 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 A- I of this Article.
- 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.
- M. 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. If an employee is injured by a student while performing their job, they will not have sick leave deducted from their accumulated sick leave balance for the worker's compensation required waiting period. Sick leave taken during the waiting period will be restored after review by the Human Resource Department.
- N. For employees who experienced a reduction in hours under the provisions of Article 14 (Staff Reduction) will be able to continue to use their remaining unused basic accumulated leave allowance from 12.2 as outlined in Article 14.6.C (Reduction in Hours). An employee employed at least four (4) hours per day but less than six (6) hours per day and who experienced a reduction of hours as allowed in Article 14 (Staff Reduction) shall accrue and use basic accumulated leave on a pro-rata basis based on their new assignment.

**Deleted:** 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....

**Deleted:** 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. ...

12.4. Personal Leave:

- A. For purposes of this section it is understood and agreed by the parties that personal leave shall be allowed only to those personnel who are employed at least four (4) or more hours per day.
- B. Effective for the 2021-22 School Year: An employee may be granted personal leave through their supervisor or building principal up to three (3) days per year, such leave will be deducted from the accumulated leave. Effective starting with the 2022-23 School Year: the three (3) days of personal leave are converted into the new vacation totals for Group B employees in Article 10.2.B. Personal leave will remain available for religious holidays.
- C. Effective for the 2021-22 School Year: Requests for personal leave must be made at least two (2) days in advance using the District online time off management system, except in cases of emergency. If an emergency makes it impossible to submit a request in advance, an oral request shall be submitted to the supervisor as soon as possible and then confirmed by submitting the time off using the District's online employee time off system 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.

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**Deleted:** This Personal leave allowance is for those extraordinary situations that arise requiring the employee's attention and cannot be attended to when school is not in session and which are not covered under other policies, such as Sick Leave, Vacation or other leave provisions....

ST. LOUIS PARK — EM SPARK AGREEMENT

2021-2023

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- D. Effective for the 2021-22 School Year: 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.
- E. In case of religious holidays or extreme emergency, additional leave with pay may be granted by the Human Resource Director and such leave shall be deducted from the employee's basic accumulated leave bank.

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12.5. Bereavement Leave:

- A. Employees eligible for basic accumulated leave also may be granted up to five (5) days bereavement leave for death in the immediate family or close family (as defined in Section 2). The amount of leave allowed under this provision is subject to the discretion of the responsible administrator 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 basic accumulated leave. Additional requests for Bereavement consistent with this section may be granted and days in excess of the five (5) Bereavement Leave days would be deducted from available sick leave.
- B. Requests to be absent from work for other than immediate or close family (as defined in Section 12.3), may be granted based on 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. If a request is denied by the supervisor, it may be appealed to the Human Resource Director.

12.6. General Leaves of Absence:

- A. Employees may apply for an unpaid leave of absence subject to the provisions of this section. 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, alternative occupational and/or educational experiences, 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 monthly premium amounts as determined by the District.
- D. An employee on leave of absence under this section 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 this section shall accrue basic accumulated leave, experience credit, seniority and other benefits as if continuously employed.
- F. For purposes of this section it is understood and agreed by the parties that general leaves of absence shall be allowed only to those personnel who are employed at least four (4) or more hours per day.

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- G. An employee on leave of absence under this section 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 this section of thirty (30) days or less shall return to their former position. An employee returning from a leave of absence under this section 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 this section of more than thirty (30) days shall be determined by the District.

#### 12.7. 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 this section. For purposes of this section, the term childcare 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 sick leave for the time the person is disabled. 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. In the interest of planning for staffing coverage, an employee shall notify the Human Resources Department in writing not later than three months prior to 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 his/her designee, taking into account the continuity 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 childcare leave (for maternity or adoption) shall be re-employed in the same position and/or classification. In the event of staff reduction, an employee returning from childcare leave is subject to Article 14 (Staff Reduction) 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. The employer 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 business 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 this section.
- H. An employee on leave of absence under this section 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.

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**12.8. Military Leave:**

Military leave shall be granted pursuant to applicable law.

**12.9. Staff Development:**

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

**ARTICLE 13 - VACANCIES AND TRANSFERS****13.1. Posting of Vacancies:**

- A. All permanent vacancies will be posted on the District's online posting system and on other Human Resources communication vehicles used for postings for a minimum of ten (10) working days. A permanent vacancy is defined as one anticipated to last more than six (6) months. (Grant funded positions are not considered permanent positions. They are funded for the duration of the grant funding and then are eliminated. Staff in those positions do not have seniority rights for other positions.) 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 can search the website link to Human Resources or review the job vacancies book in Human Resources.

- B. All summer school job openings will be posted.

**13.2. Application for Vacancies:**

All employees under this Agreement may submit application in writing for any vacancy that is posted pursuant to this Article.

**13.3. Filling of Vacancies:**

Notice of candidate selection shall be given to all applicants interviewed within fifteen (15) working days after the selection has been made.

**13.4. Required Training:**

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

**13.5. 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 13.6. For purposes of this section, a promotion is defined as moving to a classification involving an increase in pay.

**13.6. Promotion Positions:**

- A. In filling any vacancy, the position shall be filled by the District with the best 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, EM SPARK 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.

**13.7. 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.

**13.8. Administrative Transfers:**

The District reserves the right to transfer personnel as conditions may require. Transfers of this nature will be discussed with EM SPARK prior to final disposition. The employee will be given the chance to discuss any hardships the move would cause for her/him. The District will review each request on a case by case basis based on the hardship caused and student needs. 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 14 - STAFF REDUCTION****14.1. Procedures:**

In the event of staff reduction, personnel shall be laid-off or have hours reduced pursuant to the provisions of this Article.

**14.2. Seniority:**

For the purpose of this Article, the term seniority shall mean the accumulation of years of service in the EM SPARK Unit, formerly PACE/Student Support Unit (SSU) in positions of 20 hours or more per week.

- 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 SPARK 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.

**14.3. Layoffs:**

Except in cases of the inability of the employee to perform the duties of the assignment or in cases of termination for just cause, the selection of EM SPARK personnel for Layoff shall be made in reverse seniority order within one of the two following groups:

Group 1. Forty-six (46) through fifty-two (52) week employees — 20 hours per week or more.

Group 2. Less than forty-six (46) week employees — 20 hours per 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 EM SPARK with a list of laid-off EM SPARK employees and the positions available due to budget reductions by June 30<sup>th</sup> of each year, so EM SPARK may assist laid-off employees.



**14.4. Employees on Layoff:**

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, holding a comparable full-time or part-time position for which the employee is qualified, or if this opportunity does not exist, the least senior employee in the next lower classification within the bargaining unit.
- B. Laid-off employees who have accepted a position within a lower classification shall receive priority consideration in filling vacancies in their previous classification.

**14.5. Recall Rights:**

Laid-off employees shall retain their seniority and right to recall within one of the above groups for a period of eighteen (18) months after the date of layoff.

- A. Recall rights shall terminate upon resignation or layoff of an employee pursuant to this Agreement or after eighteen (18) consecutive months.
- B. Employees who have been laid-off pursuant to Section 14.3 and have recall rights pursuant to Section 14.4 will be recalled in seniority order to any available EM SPARK position within the District unit provided they are qualified for the available positions.
- C. An employee who is laid-off and placed on the recall list shall be paid for unused vacation days.
- D. An EM SPARK employee, who is on the recall list, and is offered a comparable position in the same classification with the same or more number of hours and with the same or better benefits, shall accept the position or lose recall rights.

**14.6. Reduction in Hours:**

In situations involving reductions in hours, 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 an EM SPARK employee, a senior EM SPARK employee shall be allowed to bump the least senior EM SPARK employee for which the employee maintains benefits within a position within their current classification 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 EM SPARK 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. EM SPARK employees who experience a reduction in hours shall be allowed to maintain and utilize remaining accumulated leave and earned vacation.

**14.7. Exclusion:**

It is understood and agreed by the parties that this Article shall not apply to EM SPARK personnel whose positions are funded by temporary state, federal and/or project grants. Employee positions funded by short-term grants will end at the time the money from the grant ends or no longer covers the cost of the positions. Employees whose positions are eliminated from these temporary grants, will retain districtwide rights to be placed in a vacancy or the least senior position within their classification.

**ARTICLE 15 - PROBATIONARY PERIOD****15.1. Probationary Period:**

An employee under the provisions of this Agreement shall serve a probationary period. For employees who start working on or before January 15, the probationary period will be effective through June 30th of that school year. For employees, who start work after January 15 of any school year, the probationary period will extend to December 31st of the following school year. The probationary period is a time of review and during this time the District shall have the unqualified right to suspend without pay, terminate or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, termination or other discipline is concerned. Prior to a decision to release an employee during probation, the supervisor will meet with the employee at least twice to discuss expectations, any areas where the employee is not meeting performance standards and provide a reasonable time to correct the performance issues.

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**15.2. Suspension or Termination:**

An employee who has completed the probationary period may be suspended without pay, terminated or disciplined only for just cause in accordance with Article 18 (Corrective Action). An employee who has completed the probationary period and is suspended without pay, terminated or otherwise disciplined shall have access to the grievance procedure and representation from EM-SPARK at meetings with the supervisor.

**15.3. 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 assignment probationary period of ninety (90) calendar days in any such new position. During this ninety (90) day new assignment probationary period, if it is determined by the District that the employee's performance in the new position is unsatisfactory, the District shall have the right to reassign the employee to an assignment in his/her former position title. Prior to a decision to return the employee to their former classification, the supervisor will meet with the employee at least twice to discuss expectations, any areas where the employee is not meeting performance standards and provide a reasonable time within the 90 days to correct the performance issues.

**ARTICLE 16 – DEFERRED COMPENSATION****16.1. Deferred Compensation Matching Program:**

All EM SPARK employees working 20 or more hours per week, 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 16.1.C. The District-contribution will be on a pro-rata basis.

- A. Eligible employees must elect to participate in the deferred compensation program. Participation will continue at the same level until the payroll Department is notified in writing of any 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 maximum amounts listed below:
 

\$ 500 maximum annually	Completed 0-4 years in the District
\$ 800 maximum annually	Completed 5-9 years in the District
\$ 1,050 maximum annually	Completed 10-14 years in the District
\$ 1,300 maximum annually	Completed 15-19 years in the District
\$ 1,550 maximum annually	Completed 20 or more years in the District

**16.2. Deferred Compensation Eligibility**

- A. Employees hired on or after July 1, 1999 will be eligible to participate in this Deferred Compensation Program described in 16.1 and will not be eligible to participate in the District's

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former severance program and will not receive the 1-1/2% matching contribution from the District for employees hired prior to July 1, 1999.

- B. Employees hired prior to July 1, 1999 can participate in the program on a voluntary basis, but will not be eligible for both plans. Employees electing to participate in this program must do so on or before June 30 of each year and cannot change back to the District's severance program. The District's contribution will be on a pro-rata basis.

## ARTICLE 17 - EVALUATION

### 17.1. Formal Evaluations:

- A. 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.
- B. All formal evaluations of personnel shall be in writing or online system. Two (2) copies of the written evaluation shall be submitted to the employee at the time of personal conference or within five (5) working days thereafter, one (1) to be signed and returned to the administration, the other to be retained by the 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.
- C. 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 in the job description or by the District.

## 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 **EM-SPARK** 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 of the formal actions of oral or written reprimand, suspension without pay or termination.

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 termination.

### 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 Article 5.6 (Personnel Files) herein. 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 Article 15.1 (Probation) herein.

### 18.3. Opportunity to Meet:

Suspension without pay or termination of employment shall be imposed by the Superintendent, or designee. If a suspension without pay is to be considered pursuant to Section 18.2 hereof, 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 or termination of employment shall take effect only after written notification from the Superintendent, or designee, to the employee and Union stating the grounds for suspension without pay. The Union 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 employee shall be entitled to representation during any step of this procedure by any person or agent designated by the exclusive representative to act on the employee's behalf. The District may be represented during any step of this procedure by its designated representative.

**19.3. Grievance Definition:**

A "grievance" shall mean an allegation by an EM SPARK employee or a group of employees 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. 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 if it bears a certified postmark of the United States Postal Service or time stamp on the District's email service to the Superintendent or appropriate District Administrator within the time period.
- G. Grievance Form: The grievance form which must be used for filing of grievances shall be provided by the District. Such form shall be readily accessible in all school buildings or electronically available on the District's website. (See Attachment 1 – Grievance Form)

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

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

**Informal**

If an employee believes there has been a grievance, the employee shall discuss the matter with the responsible supervisor and/or the human resources director within fifteen (15) days of the occurrence of the act which gives rise to the grievance or within fifteen (15) days after the employee 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, with the Union's consent, 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 Grievance:

- A. Level 1: The formal written grievance, signed by the employee involved and approved by the Union 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, with the Union's 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 the employee's Union representative within ten (10) days after receipt of the written grievance and give a written answer to the grievance within ten (10) days of the meeting. The Union 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 Union 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 the employee's Union representative. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the grievance. The Union 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, the Union has ten (10) 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 Union 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 (the SPARK and the District) agree in writing, Level 3 of this grievance procedure may be bypassed and the grievance taken directly to the 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 (SPARK and the District) are unable to resolve a grievance it may be submitted by the Union to arbitration as defined herein.
- B. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the Union may request a list of seven (7) qualified arbitrators from the Bureau of Mediation Services (BMS). The District and the Union shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The Union and the District shall, within five (5) 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.
- C. Hearing: The grievance shall be heard by a single arbitrator. The grievant may be represented by the Union. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
- D. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject; however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.
- E. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses 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 this Article. Upon initiating a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section 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 employees as excess to the automobile liability coverage carried by the individual employee when their personal automobiles are used for District business.

**20.3. Non-Work Injury:**

The District has the right to request medical documentation concerning the employee's fitness for duty.

**20.4. Publication of the Agreement:**

Copies of this Agreement shall be on the District website and available to all members of the appropriate unit within thirty (30) working days after the Agreement is executed. Further, the District shall furnish or make fifteen (15) copies of the Agreement available to the EM SPARK Unit to print for its organizational use.

**20.5. Personal Absence and Substitutes:**

The employee will access their substitute through the District substitute calling system. The employee will also notify her/his supervisor.

**20.6. Unit Representation:**

A unit employee acting as a representative for the purpose of negotiations, grievance proceedings, hearings or meetings scheduled by the employer during work hours shall not sustain a loss of pay.

**20.7. Reclassification:**

An EM SPARK employee may petition for a job reclassification if the position they are currently in has had a significant change in job responsibilities, and they have worked with their building Principal and the Human Resources Department in clarifying what are the new responsibilities. Human Resources and a SPARK representative will be part of all potential reclassification actions prior to any change in classification.



**ARTICLE 21 - DURATION****21.1. Terms and Reopening Negotiations:**

This Agreement shall remain in full force and effect for a period commencing on July 1, 20~~21~~ through June 30, 20~~23~~, 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.

**22.2. Effect:**

This Agreement constitutes the full and complete Agreement between the District and EM SPARK representing the student support 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.

**23.3. 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.

**24.4. 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.

ST. LOUIS PARK – EM SPARK AGREEMENT

2021-2023

SIGNATURES

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

EM SPARK

6311 Wayzata Blvd

St. Louis Park, MN 55416

Independent School District No. 283

6311 Wayzata Blvd

St. Louis Park, MN 55416

Authorized Representative

Chair

Authorized Representative

Clerk

Authorized Representative

Superintendent

Authorized Representative

Human Resource Director

Dated

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**SCHEDULE A: EM SPARK Salary Schedule 2021-23**

Effective July 1, 2021

Step	CLS3	CLS4	CLS5	CLS6
1	\$16.51	\$17.44	\$18.03	\$19.55
2	\$17.07	\$18.02	\$18.63	\$20.21
3	\$17.75	\$18.75	\$19.38	\$21.02
4	\$18.33	\$19.37	\$20.03	\$21.73
5	\$18.91	\$20.01	\$20.68	\$22.45
6	\$19.44	\$20.58	\$21.28	\$23.11
7	\$19.98	\$21.16	\$21.87	\$23.78
8	\$20.62	\$21.84	\$22.58	\$24.54
9	\$21.12	\$22.57	\$23.58	\$25.25
10	\$22.38	\$23.84	\$24.86	\$26.55

Career Increments (non-cumulative or compounding)

After 15 years of service: \$1.25 additional per hour

After 20 years of service: \$1.50 additional per hour

After 25 year of service: \$1.75 additional per hour

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**SCHEDULE B: EM SPARK Salary Schedule 2022-23**  
Effective July 1, 2022

Step	CLS3	CLS4	CLS5	CLS6
1	\$16.61	\$17.54	\$18.13	\$19.65
2	\$17.17	\$18.12	\$18.73	\$20.31
3	\$17.85	\$18.85	\$19.48	\$21.12
4	\$18.58	\$19.62	\$20.28	\$21.98
5	\$19.16	\$20.26	\$20.93	\$22.70
6	\$19.69	\$20.83	\$21.53	\$23.36
7	\$20.23	\$21.41	\$22.12	\$24.03
8	\$20.92	\$22.14	\$22.88	\$24.84
9	\$21.52	\$22.97	\$23.98	\$25.65
10	\$22.93	\$24.39	\$25.41	\$27.10

Career Increments (non-cumulative or compounding)

After 15 years of service: \$1.25 additional per hour  
 After 20 years of service: \$1.75 additional per hour  
 After 25 year of service: \$2.00 additional per hour

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**APPENDIX A – LIST OF SPARK JOB CLASSIFICATIONS:**

Title
<b>PARAPROFESSIONAL CLASS 2</b>
<b>PARAPROFESSIONAL CLASS 3</b> Parking Lot Monitor Greeter/Hall Monitor
<b>PARAPROFESSIONAL CLASS 4</b> Instructional/Program Assistant (ELL, ECFE, Kindergarten, Reading, etc) Phy Ed Assistant Supervision Aide
<b>PARAPROFESSIONAL CLASS 5</b>  Childcare Group Leader* Health Aide 1 Media Assistant Security Monitor Special Education Assistant
<b>PARAPROFESSIONAL CLASS 6</b> Certified Occupational Therapy Assistant Elementary Behavior Coordinator Grade Level Coordinator Health Aide 2

\* Inactive title except for current incumbents

**APPENDIX B – PROVISIONS APPLY TO SOME ACTIVE EMPLOYEES HIRED PRIOR TO A SPECIFIED DATE:****FORMER ARTICLE XI – INSURANCE Section 6 School District Insurance Contribution for Eligible Retirees Hired Prior to July 1, 2005:**

Subject to M.S. 465.72, full time personnel having completed at least twenty (20) years of continuous 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 benefits of this article a EM SPARK employee must be regularly employed at least thirty (30) hours per week and compensated on the basic salary schedule. -EM SPARK personnel working less than thirty hours per week can be eligible provided that fifteen of the continuous service years were at a thirty (30) hour per week level and none of the continuous service years were below twenty (20) hours per week. -Severance pay shall not be granted to any employee who is discharged for just cause by the school district.

Subd. 1. The employee shall be eligible to continue participation in the district group medical and dental plans, if permitted by the terms of policy with the insurance carrier, until the age of Medicare eligibility. Except as otherwise provided in Subd. 2 hereof, the employee shall pay the entire premium for such coverage.

Subd. 2. 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.

Subd. 3. An employee who has reached the age of Medicare eligibility and has maintained continuous coverage, and has a spouse less than the age of Medicare eligibility shall be eligible to purchase the District medical insurance plan at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse reaches age of Medicare eligibility or upon the expiration of six (6) years from the date the employee reached the age of Medicare eligibility whichever occurs first.

**FORMER ARTICLE XVI - SEVERANCE PAY**

Section 1A. Eligibility: Employee must have been hired and continuously employed prior to 7/1/1999. Subject to M.S. 465.72, full time personnel having completed at least twenty (20) years of continuous 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 benefits of this article an EM SPARK employee must be regularly employed at least thirty (30) hours per week and compensated on the basic salary schedule. EM SPARK personnel working less than thirty hours per week can be eligible provided that fifteen of the continuous service years were at a thirty (30) hour per week level and none of the continuous service years were below twenty (20) hours per week. The district will prorate combined years of service that fall below thirty (30) hours per week. Severance pay shall not be granted to any employee who is discharged for just cause by the school district.

**Section 2A. Number of Days:**

Subd. 1. An eligible employee, upon retirement or death, shall receive as severance pay an amount representing one hundred fifteen (115) day's pay.

**ST. LOUIS PARK — EM SPARK AGREEMENT**

**2021-2023**

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Subd. 2. In addition, an eligible employee shall receive, as severance pay upon retirement or death, 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) days' pay.

Section 3A. 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 or death, as provided in the basic salary schedule for the fiscal year, and shall not include any additional compensation for overtime, or other extra compensation.

Section 4A. Payment: Employees will no longer receive any direct payment from the School District for severance pay. Payment equal to 100% of the value of the employee's severance pay shall be paid directly into the employee's 403b custodial the account or other tax-sheltered provision of the Internal Revenue Code. The School District's annual contribution the employee's 403b custodial account or other tax-sheltered provision shall not exceed the annual IRS contribution limit for such contributions. If any part of the severance pay due to the employee exceeds the IRS contribution limits for a given year, any such amount shall be paid to an account on behalf of the employee for a health care savings plan maintained by the State of Minnesota or a mutually agreed upon account for such plans pursuant to the provisions of Minn. Stat. § 356.24

Section 5A. Effective Date: This Article shall be effective and apply to any employee who retires after July 1, 1977.

Section 6A. Application Date: In order to be eligible for the benefits of this Article XVI 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. Any proration required by Section 7 hereof shall be made on the basis of applications as submitted by this March 1 deadline each fiscal year.

Section 7A. Limitations:

Subd. 1. Notwithstanding any other provision of this Article, the School District's maximum obligation under this Article for members of this bargaining unit shall not exceed the sum of \$70,000 for all retirees in any one fiscal year.

Subd. 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 Subd. 1 hereof, 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.

Section 8A. Tax Sheltered Annuity:

Subd. 1. The school district shall participate in a matching tax sheltered annuity program for all regularly employed EM SPARK 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.

Subd. 2. The amount contributed by the school district shall match the EM SPARK employee's contributions, but such contributions shall not exceed one and one-half percent (1 1/2%) of the employee's basic contract salary.



**ATTACHMENT 1 – SPARK GRIEVANCE REPORT FORM**

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

Date Grievance Occurred or Known: \_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
SPARK Representative  
Approving the Grievance move forward

\_\_\_\_\_  
Date



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## MEMORANDUM OF AGREEMENT

BETWEEN THE STUDENT SUPPORT UNIT AND SAINT LOUIS PARK PUBLIC SCHOOLS

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### 2021-22 One-Time Payment

**WHEREAS**, the Saint Louis Park Public Schools (District) and the Student Support (EM SPARK) have a negotiated a collective bargaining agreement for 2021-23 that covers salary rates and terms and conditions of employment;

**WHEREAS**, as part of the total package settlement for the 2021-2023 contract, the District agreed to pay a one-time payment of \$200 to eligible EM SPARK employees who worked in the 2020-21 school year and returned for the 2021-22 school year as part of the overall economic package;

**THEREFORE**, the parties agree to: After the ratification of the 2021-23 EM SPARK Contract, the District will pay a one-time payment of an additional \$200 to all active EM SPARK employees covered by this agreement who were actively employed during the 2020-21 school year and received pay for 100 days or more in 2020-21, 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. The \$200 payment will be made on the first possible check following School Board approval.

**This term of this Memorandum of Agreement will be for the 2021-22 school year and does not renew.**

**For the District:**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

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

**For the Union:**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

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