



*Achieving success, one student at a time!*

**2021-2023**

**TERMS AND CONDITIONS OF EMPLOYMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 283**

**St. Louis Park, Minnesota**

**and**

**ST. LOUIS PARK PRINCIPALS ASSOCIATION**

**Representing**

**The Principals and Assistant Principals in the District**

*Effective through June 30, 2023*

Board Approved May 10, 2022



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## ARTICLE 1 - PURPOSE

### 1.1 Parties

THIS AGREEMENT is entered into between the St. Louis Park Public Schools, Independent School District No. 283, St. Louis Park, Minnesota and the St. Louis Park Principals Association, pursuant to and in complete compliance with the Public Employment Labor Relations Act (P.E.L.R.A.) of 1971, as amended, to provide the terms and conditions of employment for principals during the duration of this agreement.

## ARTICLE 2 - DEFINITIONS

### 2.1 School Board or District

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

### 2.2 Association

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

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

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

### 2.4 Terms and Conditions of Employment:

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

### 2.5 Principal

Reference to principal in this Agreement shall mean Principals and Assistant Principals, except in those cases where there is a clear distinction between the two positions.

### 2.6 Other Terms

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

## ARTICLE 3 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### 3.1 Recognition

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

### 3.2 Appropriate Unit

The appropriate unit shall consist of all employees of Independent School District No. 283, St. Louis Park, Minnesota, who are certified by the Minnesota Department of Education as Principals or Assistant Principals, including those on leave of absence who are guaranteed a position upon their return, who are employed for more than fourteen (14) hours per week and for more than 100 work days per year, and who devote more than fifty percent (50%) of their time to administrative or supervisory duties in the capacity of a Principal or Assistant Principal, and excluding all other employees.

## ARTICLE - DISTRICT RIGHTS

### **4.1 Inherent Managerial Rights**

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 School Board. This Section shall not be construed to limit the right of the Association to meet and confer with the District, pursuant to P.E.L.R.A., regarding policies and matters not included under terms and conditions of employment.

### **4.2 Management Responsibilities**

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

### **4.3 Effects of Laws and Regulations**

The parties recognize that the School Board, 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, regulations and orders of State and Federal government agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

## ARTICLE 5 - EMPLOYEE RIGHTS

### **5.1 Right to Views**

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or her/his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

### **5.2 Right to Join**

Principals 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 Personnel Files**

Pursuant to M.S. 122A.40, Subd. 19 as amended, all evaluations and files relating to each individual principal shall be available during regular school business hours to said principal upon reasonable notice. The principal shall have the right to reproduce any of the contents of the files at the principal'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.

### **5.4 School Buildings and Facilities**

The Association shall have the right in accordance with established regulations to reasonable use of the 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 expense or for other additional operational expense beyond normal maintenance costs resulting from such use.

### **5.5 Information**

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

**5.6 Direct Deposit**

The District shall allow direct deposits to a credit union or other eligible banking institution of the principal's choice that accepts standard ACH deductions.

**5.7 Private and Personal Life**

The private and personal life of a principal is not within the appropriate concern of the District, provided such private and personal life does not adversely affect the principal's performance or ability to perform the job duties of a principal or assistant principal in the District.

**5.8 Meet and Confer**

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

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

The District shall establish the calendar and principals' duty days for each school year, and the principals shall perform services on such days as determined by the District, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority, has determined to conduct school.

**6.2 Employee Duty Year**

The standard duty year for principals will be fifty-two (52) weeks with twelve (12) paid holidays.

**6.3 Holidays**

The twelve (12) paid holidays shall be as follows:

- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| 1. New Year's Eve Day             | 7. Independence Day               |
| 2. New Year's Day                 | 8. Labor Day                      |
| 3. Dr. Martin Luther King Jr. Day | 9. Thanksgiving Day               |
| 4. Presidents' Day                | 10. Friday after Thanksgiving Day |
| 5. Spring Break Friday            | 11. Christmas Eve Day             |
| 6. Memorial Day                   | 12. Christmas Day                 |

**6.4 Rescheduling Holidays**

The District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

**6.5 Holidays on a Weekend**

In the event a paid holiday falls on a Saturday or Sunday, another week day will be designated by the District.

**ARTICLE 7 - WORK DAYS****7.1 Scheduling of Duty Days**

The duty day schedule for principals shall be flexible, subject to the approval of the Superintendent, or his/her designee.

**7.2 Personal Time Off (PTO)**

- A. In addition to the Duty Year in Article 6, principals will be eligible for Personal Time Off (PTO). Available PTO time will be credited as vacation at the beginning of each school year. Principals will receive 25 days of PTO for a full 52-week assignment and prorated for less than full years for employees who start after July 1 or leave prior to June 30 of any duty year
- B. PTO for a given school year may be used up to the following school year January 31, except that the principal may carry over days of unused PTO time when necessitated by the requirements of her/his work schedule. Unused PTO time may accumulate to a maximum of forty-five (45) days. The use of PTO days is subject to approval by the Superintendent or appropriate supervisor.

- C. A principal who resigns or retires their position with the District will receive payment for up to the maximum of forty-five (45) days of accumulated unused PTO days at the time of separation from employment with the District. A principal terminated for cause would not be eligible for this payment.

### **7.3 School Closings and Modifications in Calendar Length of School Day**

- A. In the event of energy shortage, severe weather, or other exigency, the District reserves the right to modify the scheduling of duty days, and if school is closed on a normal duty day(s), the principal shall perform duties on such other day(s) in lieu thereof as the School Board, or its designated representative, shall determine, if any.
- B. The Association also agrees that in the event of an order by authorized federal or state authority, the District may modify the duty day or duty week to place the District in compliance with such federal or state order.

### **7.4 Remote Work**

Principals are generally expected to conduct work onsite during student instructional days and other teacher duty days. Should principals desire to work remotely over breaks, they are expected to seek supervisor approval, be available by phone and computer to conduct business, and ensure that staff members know how best to contact them. In the event of an emergent need, the principal (or approved designee) may be required to alter their work location for the day(s) and work on site. Should there be performance concerns regarding the remote work assignment, a principal may be required to work on-site.

## **ARTICLE 8 - BASIC COMPENSATION**

### **8.1 Rates of Pay**

- A. The wages and salaries reflected in Schedules A & B attached hereto, shall be part of the agreement for the 2021-22 and 2022-23 school years.
- B. A new employee must have been hired prior to February 1 to be eligible for the following July 1 increment adjustment.
- C. Returning employees shall advance on the salary schedule one (1) step each year of the agreement subject to the right of the Board as defined in this Section to withhold increments for just cause. For the purpose of this section the employee also must have been actively paid on the payroll at least (a) 1,000 hours if the employee is a 12-month, 40-hour per week employee, or (b) 50% of the hours for that person's FTE, if the employee is a less than 12-month or less than 40-hour per week employee.
- D. An increment shall not be withheld unless the employee is notified of the deficiency in writing and given reasonable opportunity to correct the deficiency. An action withholding an increment shall be subject to the grievance procedure.

### **8.2 Method of Payment**

- A. Employees shall be paid in twenty-four (24) payments, such pay days to be on the fifteenth (15<sup>th</sup>) and last day of each month.
- B. In the event that pay dates fall on a weekend or holiday, the payday shall be the preceding workday.
- C. The District may choose to move payroll to 26 payments and pay every other Friday. In the event the District plans to move pay dates, it will give the Association not less than six (6) months of notice and meet and confer on the plan for implementing the change.

**8.3 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) day or one half day of pay for each such day or half day of absence. Absences of less than one day that are covered by other paid leaves such as sick time or vacation may be made on an hour for hour basis as long as the person has available leave time.

In the event an administrator is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction for each day's absence shall be determined by the following formula:

$$\text{Daily Rate} = (\text{Annual 52-week Contract Salary} + \text{Career Increments}) / 260 \text{ total paid days}$$

**8.4 Additional Days**

In the event a principal works additional duty days on special projects and/or activities approved by the Superintendent or immediate supervisor, the amount of daily pay shall be determined by the following formula:

$$\text{Daily Rate} = (\text{Annual 52-week Contract Salary} + \text{Career Increments}) / 260 \text{ total paid days}$$

This provision shall not be utilized by elementary principals for the purpose of procuring additional duty days in order to conduct regular activities.

**8.5 Initial Placement**

New employees may be hired within the salary schedule based on experience and qualifications to be determined by Human Resources. Employees will then move one step on the schedule for each full year of service in that classification working in another K-12 school district, subject to 8.1.B. This provision shall not be retroactive. For employees hired after 7/1/2018, Human Resources will also look back up to 15 years for outside service credit that will be considered toward Career Increments and other benefit calculations. The guideline HR will use in determining outside service credit will be granting one half year of service credit for each year of experience as a licensed P-12 teacher and year for year credit for experience as a licensed principal or assistant principal.

**8.6 Change of Position**

- A. In the event a principal is promoted to a higher paying position within the bargaining unit, he/she shall be placed on the salary schedule of the higher paying position at the appropriate lane and at the lowest step on the schedule which is not less than a 5% increase in the principal's salary would be in the lower classification for the next contract year, or at such steps as is mutually agreed by the principal and the District.
- B. In the event a principal is voluntarily demoted to a lower paying position within the bargaining unit, he/she shall be placed on a salary step of the lower paying position that is closest to a 5% decrease, or at such step as is mutually agreed by the principal and the District

**8.7 Status of the Salary Schedule**

The salary schedule shall not be construed to be part of the principals' continuing contract. In the event a successor agreement is not entered into prior to the commencement of school in 2023, a principal shall be compensated according to the last individual contract executed between the principal and the District until such time that a successor agreement is executed.

**8.8 Recognition of Doctorate Degree**

The training level of the principal as of September 15 will be the basis of pay for that contract year, except evidence of an eligible Doctorate degree submitted by February 15 shall be counted in determining the basis of pay for the second half of the contract year. Applications for a salary adjustment due to receiving a doctorate degree shall be made to the Director of Human Resources by the submission of a transcript prior to September 15 for the first half of the contract year. If a transcript is not available by these dates, other satisfactory evidence of the completion of the doctorate degree will be recognized, pending the receipt of the official transcript. However, the salary adjustment shall not be made until the official transcript is received.

**8.9 Career Increments**

A principal will qualify for a career increment above the principal's Schedule A or B Salary Matrix rate after the completion of the designated number of full years of experience credits effective as of July 1 of any year. The amounts below will be prorated or assignments of less than 1.0 FTE or full 52-week contract.

After ten (10) years of experience =	\$1,800
After fifteen (15) years of experience =	\$3,600
After twenty (20) years of experience =	\$5,400
After twenty-five (25) years of experience =	\$6,700
After twenty-eight (28) years of experience =	\$8,500

**8.10 Tax Sheltered Annuity**

The District shall participate in a matching tax-sheltered annuity program for all full-time principals. Principals will be eligible for this match starting in the first year of employment with the District. Effective starting July 1, 2019, the District will match up to 2.5% of salary. Effective July 1, 2022, the District will match up to 3.0% of salary.

**8.11 Deferred Compensation (hired on or after 7/1/2008)**

Principals hired after July 1, 2008 will not be eligible to participate in the District's severance program. In lieu thereof, they shall be eligible to participate in the Deferred Compensation Program starting July 1, 2008. The principal can choose a 403b or 457 plan from the list of providers in the plan and the District will make contributions to the selected plan up to, the amounts defined in Section 8.13.C

- A. Principals hired before July 1, 2008, who previously choose to participate in the Deferred Compensation Program will continue to participate in this program, with the understanding that it will not be retroactive and that there is no re-election of the severance program in the future.
- B. The District will pay its share of FICA taxes as provided in Minnesota Deferred Compensation legislation.
- C. The District will make contributions in the following amounts for principals who have completed the following years of approved service:
 

0 to 4 years of service:	\$1,000 annually
5 to 9 years of service:	\$2,000 annually
10 to 14 years of service:	\$3,000 annually
15 to 19 years of service:	\$4,000 annually
20 or more years of service:	\$5,000 annually
- D. The amounts above will be prorated or assignments of less than 1.0 FTE or full duty year worked.

**ARTICLE 9 – ADDITIONAL COMPENSATION AND BENEFITS****9.1 Local Travel Allowance**

An allowance of \$200 per month or \$100 per pay-period shall be provided for transportation expenses incurred in connection with District business in the metropolitan area. This allowance will be prorated for the year based on the 12 or 10-month duty year for the principal.

**9.2 Jury Duty**

A principal who serves on jury duty will be granted the day or days necessary, as stipulated by the court to discharge this responsibility, without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall kept by the employee. If an employee is released from jury duty for a full or half day, the employee shall report back to work for the remainder of the day while on paid status.

**9.3 Supplemental Health Care and Business Related Expense Allowance**

The District shall allocate the sum of \$2,500 per principal as a supplemental medical/dental/business related expense fund to pay health related expenses incurred by the principal or her/his dependents which are not covered by the District's regular health insurance program and business related expenses which are not reimbursed by the District. Such expenses shall include, but are not limited to, the following: doctor bills, dental bills, prescriptions, eye care, eye

glasses, and other health related costs, unreimbursed professional development expenses, microcomputers, peripheral equipment and cellular telephones, and monthly usage charges. In the case of microcomputer equipment, peripheral equipment and software, all will be purchased by the District and remain the property of the District. It will be relinquished to the District upon cessation of employment. Unused portions of the annual allowance may be carried over into next year, but the total allowance shall not exceed \$5,000 in any one year. Upon cessation of employment any unused balance in this account shall accrue to the District and not to the individual. The amounts above will be prorated or assignments of less than 1.0 FTE or full 52-week contract. In recognition that during the previous months during the pandemic professional development opportunities were limited, principals may move up to \$2,000 of the funds in 17.7 for uses specified in Art 9.3. This is a one-time shift and must be completed before June 30, 2022. The \$5,000 limit in Art 9.3 will not be enforced until June 30, 2023.

#### **9.4 Death Benefits**

In the event of the death of a principal, all benefits accrued at the time of death, as defined in this contract, shall be payable to the principal's designated beneficiary. This includes unused non-duty days.

### **ARTICLE 10 - GROUP INSURANCE**

#### **10.1 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.

#### **10.2 Eligibility and Employer Contribution**

The District will contribute up to the following amounts to the coverage selected by full-time eligible employees scheduled to work at least 30 hours/week. Employees assigned to work at least 20 hours per week, but less than 30 hours per week, the district contributions will be 50% of the amounts shown below:

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

District Monthly Contributions Standard-Plan A	Employee	Employee + 1	Family
July 1, 2021	\$580	\$1,220	\$1,673
July 1, 2022	\$580	\$1,220	\$1,700
July 1, 2023	\$600	\$1,225	\$1,725

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

District Monthly Contributions VEBA-Plan B	Employee	Employee + 1	Family
July 1, 2021	\$640	\$1,350	\$1,775
July 1, 2022	\$655	\$1,365	\$1,795
July 1, 2023	\$665	\$1,385	\$1,815

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.

#### **10.3 Dental Insurance**

The District shall pay the premium for full single or family dental coverage for eligible full-time employees.

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

- A. The District shall pay the premium for the LTD insurance in force on the effective date of this Agreement for all employees who are eligible for and are enrolled in the LTD plan.
- B. Subject to the provisions of the policy, the plan provides for a benefit of 2/3 of income.
- C. When a principal is placed on long-term disability under the provisions of this section, the District shall continue the District's contribution in the dollar amount in effect at such time for the disabled employee toward the group medical plan as provided in Section 10.2 of this Article for a period of two (2) years from the date of placement on long-term disability, or the occurrence of the employee's 65th birthday, whichever occurs first.

**10.5 Life Insurance**

The District will provide a group term life insurance plan in an amount equal to three times the annual salary as of July 1 each year to the next highest thousand with a maximum coverage of no greater than the policy limit. Upon retirement and until the age of 65, employees shall be eligible to continue participation in the group term life insurance plans, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such coverage.

**10.6 Health Care Savings Plan in Lieu of Retiree Health Insurance (Hired on or after 7-1-2008)**

- A. Employees hired on or after July 1, 2008 and eligible for health insurance coverage will participate in a Health Care Savings Plan (HCSP) in lieu of retiree health insurance. Employees hired prior to July 1, 2008 and who previously elected to participate in this HCSP will continue to participate 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 (Appendix B) in the future.
- B. Employees who have completed full years of employment by June 30<sup>th</sup> of any year after 7-1-2008 and who are eligible for health insurance coverage will be automatically enrolled and receive the following District contributions to be placed in the employee's HCSP account:
  - \$1,000 annually for three (3) through four (4) completed years of service
  - \$2,000 annually for five (5) through nine (9) completed years of service
  - \$3,000 annually for 10 through 14 completed years of service
  - \$4,000 annually for 15 through 19 completed years of service
  - \$5,000 annually for 20 or more full years of service
- C. The maximum total District contributions to any employee's HCSP account will be \$75,000.
- D. The amounts listed above in section B will be prorated for less than full-time (1.0 FTE) employees.

**10.7 Claims against the District**

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

**10.8 Duration of Insurance Contribution**

An employee is eligible for monthly District contributions as provided this article as long as the employee is employed by the District on regular active pay status in an eligible position covered by this agreement. Upon termination of employment or moving to a position no longer covered by this agreement, all District participation and contribution shall cease on the last day of the month in which the employee terminated. However, a principal who has been employed for the full school year shall be entitled to District contributions for hospitalization-major medical insurance for twelve (12) calendar months (July 1 - June 30).

**10.9 Continued Coverage**

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

- The employee retires prior to the age of Medicare Eligibility;
  - Is at least 55 years of age; and
  - Has completed at least ten (10) years continuous service in the District.
  - Life insurance will be frozen at the amount stated in Section 10.5 at the time of termination.
- A.** The employee's right to continue participation in such group insurance; however, shall discontinue upon reaching Medicare Eligibility or the age of 65, whichever is later. A principal who is on unrequested leave of absence shall be eligible for continued coverage while on URL. The right to participation pursuant to this Section 10.9 shall not be retroactive in application.
- B.** A principal who retires prior to age sixty-five (65) but is not eligible for the early retirement provisions within the former Severance Plan and who is at least fifty-five (55) years of age, and has completed at least ten (10) years of continuous service in the school district, shall be eligible for continued coverage in 10.9.
- C.** A principal who retires early pursuant to this subdivision shall be eligible for spouse coverage as follows: a principal who has reached the age of sixty-five (65) and has maintained continuous coverage under this Section, and has a spouse less than sixty-five (65), shall be eligible to purchase hospitalization and major medical insurance at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse reaches age sixty-five (65) or upon the expiration of five (5) years from the date the principal reached age sixty-five (65), whichever occurs first.
- D.** It is the responsibility of the principal to make arrangements with the school business office to pay the monthly premium amounts in advance and on such date as determined by the District. The principal's right to continue participation in such group insurance, however, shall discontinue upon the principal reaching Medicare eligibility. The right to participation pursuant to this Section shall not be retroactive in application.

**10.10 Liability Insurance**

The District shall, during the term of this Agreement, continue in effect the following insurance covering principals, and shall provide a current copy of each policy to the Association:

- Excess automobile liability coverage
  - General tort liability coverage
- A.** The District agrees, subject to the provisions of this Section, as a condition of this employment contract, that it shall defend, hold harmless, and indemnify the principal from any and all demands, claims, suits, actions, and legal proceedings brought against the principal in his/her individual capacity, or in his/her official capacity as an agent and employee of the District, provided the incident arose while the principal was acting within the scope of his/her employment and acting in good faith.
- B.** The School Board shall provide legal counsel and pay fees for services rendered and costs advanced by such counsel in defense of the principal, and shall pay all expenses to the ultimate conclusion of such action, and shall pay any judgment which may be rendered against the principal. In the event that a conflict exists as regards the defense to any claim between the legal position of the principal and the legal position of the District, the District agrees to engage separate counsel for the principal and the District agrees to pay the fees for services rendered and costs advanced by such counsel. The District further agrees that the choice of such separate counsel shall be made by the Superintendent and subject only to final approval by the School Board.

- C. The School Board shall furnish such defense and pay such expenses and judgment only if the insurance carrier of the District and the insurance carrier of the Superintendent, if any, declines to furnish the defense or pay such judgment, or both.
- D. Provisions of counsel, payment of judgments, or any other costs or disbursements as provided herein, shall not be construed to render the District liable for any claim, except as otherwise provided by law.

#### **10.11 Proration for Less Than Full-Time or Full-Year Assignments:**

The benefits described throughout this contract are for 1.0 FTE 12 month or 52 week assignments. If the assignment is for less than 1.0 FTE or less than full duty year, the benefits will be prorated accordingly. The benefits for 10-mo assignments generally are the same as 12-mo and wherever different will be as described in Appendix D – 10-mo positions.

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

#### **11.1 Basic Leave Allowance**

Employees working 12-month assignments will receive a leave allowance of fifteen (15) days and employees scheduled less than 12 months will receive twelve (12) days. The leave allowance of paid days shall be granted for each full school year provided the principal has served for a minimum of twenty (20) duty days each year. Leave not used during any school year shall accumulate without limit.

#### **11.2 Sick Leave**

- A. An employee may use one (1) day of accumulated leave for each day of personal illness. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child, for such reasonable period as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. (Minn. Stat. §181.9413).
- B. Basic accumulated leave pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented the employee's attendance at school and performance of duties on that day or days or as otherwise allowed in Section 11.2.
- C. The District may require an employee to furnish a medical certificate as evidence of illness, indicating such absence was due to illness, in order to qualify for basic accumulated leave pay.
- D. In the event that a medical certificate will be required, the employee will be so advised in writing.
- E. For necessary absence because of illness in the immediate family, the employee, upon approval of the responsible administrator, may use up to five (5) of the days from accumulated leave allowance in any one school year at no salary deduction. The immediate family shall be interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren and step parents. In the case of a son or daughter less than eighteen (18) years old, refer to Section 11.2.A.
- F. For necessary absence because of illness in the close family, the employee, upon approval of the responsible administrator, may use up to three (3) of the days from accumulated leave allowance in any one school year at no salary deduction. The close family shall be interpreted to mean: son-in-law, daughter-in-law, brother-in-law and sister-in-law. Close family shall also include any other person residing in or who has resided in the same household as the employee and who clearly stands in the same relationship with the employee.
- G. 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- F of this Article.
- H. The employee may utilize up to twelve (12) work weeks per year of job-protected leave for:
  - 1. Family Leave
    - a. The birth of a child of the employee and in order to care for such child.
    - b. The placement of a child with the employee for adoption or foster care.
  - 2. Medical Leave

- a. To care for a family member who has a serious health condition.
  - b. Treatment of a serious health condition that makes the employee unable to perform the functions of the position of such employee. The employee may elect to use accrued paid leave or may request a leave without pay or a combination of the two for the leave period. Such leave is subject to the provisions of Public Law 103-3, the Family and Medical Leave Act of 1993.
- I. After accumulated sick leave has been used, and under conditions of a chronic or continuous illness or disability as certified by a medical doctor, an additional number of days of sick leave may be granted for the duration of such illness or disability in accordance with M.S. 122A.40, Subd. 12.
  - J. 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.
  - K. When an employee is injured on the job in the service of the District and is collecting worker's compensation insurance payments, the employee will not also receive a regular check from the District for those same days, but may draw upon available Sick Leave to cover the employee cost of any insurance benefits.

### **11.3 Personal Leave**

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

### **11.4 Bereavement Leave**

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

**11.5 General Leaves of Absence**

- A. Employees with a minimum of three (3) years of experience as a principal in the District 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, upon request by the principal, for extended illness of the principal's family, adoption, civic activities or other reasons deemed appropriate by the District. (For insurance, benefits and seniority, see Sections 10.11, 10.12 and 10.13 of this Article)
- C. An employee on leave is eligible to participate in group insurance programs for which the employee is eligible if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the leave. If the employee's unpaid leave is under the Family and Medical Leave Act of 1993, the District will continue their medical coverage contribution for up to twelve (12) weeks. It is the responsibility of the employee to make arrangements with the Benefits Office to pay to the District the monthly premium amounts in advance and on such date as determined by the District.
- D. An employee on leave of absence under Section 11.5 shall retain such amount of accumulated leave days, experience credit, seniority and other accrued benefits which the employee had accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional basic accumulated leave, experience credit, seniority or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.
- E. Leaves of absence of thirty (30) days or less granted under Section 11.5 shall accrue basic accumulated leave, experience credit, seniority and other benefits as if continuously employed.
- F. An employee on leave of absence under Section 11.5 shall notify the District, in writing, of their intent to return to the District, at least two weeks prior to the expiration of the leave. Failure to so notify the District shall constitute a resignation. An employee granted a leave of absence under Section 11.5 of thirty (30) days or less shall return to their former position. An employee returning from a leave of absence under Section 11.5 of more than thirty (30) days, but less than one year, shall be re-employed in the position the employee had prior to taking the leave of absence or a comparable position for which the employee is qualified. Qualifications and assignment of employees returning from a leave of absence under Section 11.5 of more than thirty (30) days shall be determined by the District.

**11.6 Medical Leave**

- A. A continuing contract principal who is unable to perform because of illness or injury and has exhausted all leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence up to one (1) year. The District may, in its discretion, renew such a leave.
- B. A request for leave of absence, or renewal thereof, under this Section, shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the principal is expected to be able to assume her/his normal responsibilities. (For insurance, benefits and seniority, see Sections 10.11, 10.12 and 10.13 of this Article)

**11.7 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 Section 11.7. For purposes of Section 11.7, the term child care shall include but not be limited to the period of time when an employee is pregnant.
- B. In the event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize sick leave. 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, a principal seeking a childcare leave shall notify the Human Resources Department in writing as soon as practicable concerning the principal's plans relating to the period of time requested absence for the childcare leave.
- D. An employee may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the Superintendent or designee, taking into account the continuity of the administrative needs of the program and the desires of the employee.
- E. In approving a child care leave of absence, the District shall not be required to grant any leave more than twelve (12) months in duration or permit the employee to return to employment prior to the date designated in the approved child care leave.
- F. An employee returning from child care leave (for either birth or adoption) shall be re-employed in the same position and/or classification. In the event of staff reduction, an employee returning from child care leave is subject to Article 13 (URL) of this Agreement.
- G. An employee on child care leave is eligible to participate in those group insurance programs for which the employee was eligible when employed, if permitted under the insurance policy provisions, and shall pay the entire premium for such programs as the employee wishes to retain after the twelve (12) weeks leave permitted by the Family and Medical Leave Act of 1993. It is the responsibility of the employee to make arrangements with the Benefits Office to pay the District the monthly premium amounts in advance and on such dates as determined by the District. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to Section 11.6.
- H. An employee on leave of absence under Section 11.7 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.

#### **11.8 Military Leave**

Military leave shall be granted pursuant to applicable laws.

#### **11.9 Sabbatical Leave**

- A. A sabbatical leave of absence for professional study may be granted to one (1) principal per year, subject to the following provisions.
- B. In order to be eligible for sabbatical leave, a principal must have completed at least seven (7) consecutive full school years of employment in St. Louis Park Public Schools since the principal's initial date of employment or the expiration of such principal's last previous sabbatical leave.
- C. The proposed program of study must be approved in advance by the Superintendent. The professional study for which sabbatical leave is granted shall be directly related to the principal's assignment, unless otherwise agreed to in writing.
- D. The allowance granted to a principal on sabbatical leave shall be three-fourths (3/4) of the basic contract salary of the individual for the work year in which the application for sabbatical leave is made. It is understood that sabbatical leave will be granted for one (1) school year. The principal may have the option of requesting a sabbatical leave of one (1) semester at full pay according to the basic contract salary of the individual for the work year in which the application for sabbatical leave is made.
- E. A principal who has received a sabbatical leave and fails to complete two (2) years of service with the District, for any reason other than placement on an unrequested leave of absence or incapacity to perform duties, shall refund monies received from the District for sabbatical leave and said monies shall be due and payable to the District forthwith upon the cessation of employment in the District.
- F. Applications for sabbatical leave shall be submitted in writing to the Superintendent no later than March 1st of the preceding school year. Additional information may be submitted up to March 15th. Notice of action

by the Superintendent and School Board shall be given prior to April 15th. The principal must confirm acceptance of a sabbatical leave offer by May 1st.

- G. Upon satisfactory completion of a sabbatical leave the individual shall be assigned to a position commensurate with the one he/she occupied prior to the leave.
- H. A principal is eligible to continue his/her group insurance benefits, if permitted by the terms of the policy, including the District contribution, pursuant to this Agreement.
- I. A principal returning to the District from sabbatical leave shall be entitled to compensation as if he/she had been on duty in the District.

#### **11.10 Insurance Coverage During Approved Leave of Absence**

A principal on leave under General Leave 11.5 and Medical Leave Section 11.6 of this Article is eligible to continue to participate in group insurance programs, if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the District Business Office to pay to the District the monthly premium amounts in advance and on such date as determined by the District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

#### **11.11 Experience Credit During Approved Leave of Absence**

A principal on leave under General Leave 11.5 and Medical Leave Section 11.6 of this Article shall retain such amount of sick leave days, experience credit for pay purposes, and other accrued benefits, if any, at the time he/she went on leave for use upon her/his return. No additional sick leave, experience credit for pay purposes, or other benefits shall accrue for the period of time that a principal is on leave except as otherwise provided herein.

#### **11.12 Seniority Credit During Approved Leave of Absence**

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

### **ARTICLE 12 - VACANCIES AND TRANSFERS**

#### **12.1 Posting of Vacancies**

All regular vacancies will be posted on the District website for a minimum of ten (10) working days, unless the District and Association mutually agree to a different timeline. A regular vacancy is defined as one anticipated to last more than six (6) months. A position description and other pertinent information shall be accessible to all applicants. The school may fill vacancies temporarily pending the posting and processing of applications. Openings of less than one (1) full school year that exists due to leave provisions of this Agreement shall not require posting.

#### **12.2 Application for Vacancies**

All employees under this Agreement may submit an application in writing on the District's online employment application for any vacancy that is posted pursuant to this Article. Any principal possessing the necessary qualifications may apply for a vacancy, and all qualified applications shall be considered. All applications shall be in conformance with prescribed application procedures for the particular vacancy.

#### **12.3 Promotional 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. Employees promoted to a higher classification shall be placed on the step in the higher classification pay range that is not less than their current rate of pay and provides an increase of at least 5% on the salary schedule. This provision shall not be retroactive.

**12.4 Filling of Vacancies**

Vacancies shall not be filled until notice of such vacancy has been posted for at least ten (10) calendar days. Notice of candidate selection shall be given within fifteen (15) working days after the selection has been made. All internal applicants will be given written notification by the District indicating whether or not they are successful candidates.

**12.5 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.

**12.6 Voluntary Transfers**

- A. Principals desiring a transfer shall submit a written request to the Superintendent or her/his designee by March 15 of any school year stating the specific assignment or nature of the assignment and the school or schools preferred. Such request shall be acknowledged in writing.
- B. Each transfer applicant shall be notified of the status of that application on or before June 1st of the school year in which the request is made.

**12.7 Involuntary Transfers**

Notice of involuntary transfer shall be given to the principal involved as soon as practicable. An involuntary transfer shall be made only after a meeting between the principal involved and the Superintendent or his/her designee, at which time the principal shall be notified of the reasons for the transfer.

**ARTICLE 13 – UNREQUESTED LEAVE AND SENIORITY****13.1 Unrequested Leave Purpose**

Both parties acknowledge that they are governed by applicable Minnesota Statutes regarding unrequested leave of absence. The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10. which shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of Districts.

**13.2 Seniority Date**

The seniority dates for new principals shall be the first day of service in the bargaining unit in a given job classification.

**13.3 Unit Service**

Principals shall be allowed to count only service as a unit member for purposes of placement on unrequested leave of absence from a principal's unit position. Service in other non-units within the district cannot be counted for purposes of bumping another unit member. For employees hired into this bargaining unit prior to 7/1/2018, the seniority date will be determined by total time in the District as a teacher or principal.

Principals retain all other rights under Minnesota Statutes 122A.40.

**13.4 Seniority List**

The District shall promulgate a seniority list of all certified employees in the District. An employee who disputes her/his standing in the list promulgated by the District may process a grievance pursuant to the grievance procedure.

**13.5 Ties on Seniority**

In the event of a staff reduction action affecting employees whose first date of employment commenced on the same date, and who have equal seniority, the selection of the employee for purposes of discontinuance shall be at the discretion of the District, based upon criteria including: performance, training, experience, special skills and other relevant factors.

**13.6 Placement on Unrequested Leave**

- A. General. The District may place principals and/or assistant principals on unrequested leave of absence, without pay or fringe benefits at the close of the school year. The District agrees to consult with the Association regarding proposed alternatives to unrequested leave of absence situations, provided such consultation does not result in delay.

**B. Method.** The District will place the least senior principal within a category on unrequested leave of absence. All unit members will be assigned a category. The categories are: Principal and Assistant Principal. A principal with more seniority may bump down and displace the least senior person in the Assistant Principal category. An Assistant Principal does not have a right to a promotional position and cannot displace a person in the Principal category. These categories are inclusive of both 10 and 12 month positions. Movement from 10-mo to 12-mo is not a promotion and movement from 12-mo to 10-mo is not a demotion.

### **13.7 Reinstatement**

Recall: Principals will be recalled from an unrequested leave of absence to available positions within their category for which they are licensed. Principals cannot assert a reinstatement right to a promotional position. The principal on unrequested leave with the highest seniority date will be reinstated to the first available 10 or 12-mo assignment in the appropriate category. Refusal of recall to a position with the category will end any further recall rights. Recall rights end upon refusal of an appropriate assignment or after three years from the effective date of the Unrequested Leave.

## **ARTICLE 14 - EVALUATION**

### **14.1 Formal Evaluation**

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

### **14.2 Procedure**

All formal evaluations of personnel shall be online or in writing. The evaluation will be viewed online or two (2) copies of the written evaluation shall be submitted to the employee at the time of the personal conference or within five (5) working days thereafter, one (1) to be signed and returned to the administration, the other to be retained by the employee. When using an online evaluation process, the employee will be given access to the online evaluation and be able to review and sign online. In the event that the employee feels that the evaluation was incomplete or unjust, the employee may put those objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file.

## **ARTICLE 15 - CORRECTIVE ACTION**

### **15.1 Corrective Action**

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

### **15.2 Grounds for Disciplinary Action**

The imposition of an oral reprimand shall not be subject to the grievance procedure. An employee may challenge the contents of any written materials pursuant to the provisions of Section 5.6. An employee shall receive a written reprimand, be suspended without pay or terminated only for just cause and such action shall be subject to the grievance procedure. This provision does not preclude or supersede the provision contained at Section 16.1.

**15.3 Opportunity to Meet**

Suspension without pay shall be imposed only by the Superintendent. If a suspension without pay is to be considered pursuant to Section 15.2, the employee shall be afforded an opportunity to meet with the Superintendent. The employee may elect to have representation in attendance at any such meeting. In the absence of the Superintendent, another District office administrator may act as the Superintendent's designee for purposes of this section.

**15.4 Subject to Arbitration**

Suspension without pay shall take effect only after written notification from the Superintendent to the employee and group representative stating the grounds for suspension without pay. The exclusive representative for employees in the group 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.

**15.5 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.

**15.6 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.

**15.7 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 16 - GRIEVANCE PROCEDURE****16.1 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.

**16.2 Representative**

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

**16.3 Grievance Definition**

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

**16.4 Definitions and Interpretations**

- A. **Employee:** The term “Employee” except where otherwise indicated, is considered to apply to all members of the appropriate unit.
- B. **Grievant:** An “aggrieved employee” or “grievant” is the employee or employees making the claim.
- C. **Time Limits:** The time limits provided in the grievance procedure shall be strictly observed, but may be extended by written mutual agreement of the parties concerned. In the event a grievance is filed after May 1, of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process such grievance prior to the end of the school year.
- D. **Working Days:** Reference to “days” regarding time periods in this procedure shall refer to working days. A working day is defined as all days excluding Saturdays, Sundays and holidays as defined by this Agreement.
- E. **Computing Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- F. **Filing/Service of Process:** The filing or service of any notice or document herein shall be timely if it is personally served or served by electronic means within the time period designated.
- G. **Grievance Form:** The grievance form that must be used for filing of grievances shall be provided by the District. Such form shall be readily accessible in all school buildings. (See Appendix D.)

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

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

**Informal**

If an employee or the exclusive representative believes there has been a grievance, the employee and representative shall discuss the matter with the responsible supervisor and/or the Human Resources director within fifteen (15) days of the occurrence of the act which gives rise to the grievance or within fifteen (15) days after the employee and unit representative acquired or should have acquired knowledge of the facts which give rise to the grievance. If the grievance is not resolved as a result of this meeting, the employee and representative, written consent signed by employee and representative, may file a formal written grievance. Failure to grieve at the informal step within the time period set forth above shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the periods hereafter provided shall also constitute a waiver of the grievance.

**Formal**

- A. **Level 1:** The formal written grievance, signed by the employee involved and approved by the representative must be presented to the responsible supervisor within fifteen (15) days after the responsible supervisor and/or Human Resources Director respond to the grievance at the informal step. An employee and representative 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 representative within ten (10) days after receipt of the written grievance and give a written answer to the grievance to the representative within ten (10) days of the meeting. The unit representative has ten (10) days in which to either accept the answer or appeal it in writing to the next level.
- B. **Level 2:** If the grievance has not been resolved in Level 1, it may then be processed to Level 2 by the employee and representative 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 his/her representative. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the grievance. The unit representative 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 five (5) days in which to either accept the answer or appeal it to arbitration by filing such an appeal in the office of the superintendent. The School Board reserves the right at its own instance to review any decision under Level 1 or Level 2 of this procedure, provided the School Board serves such notice within fifteen (15) days after the decision is issued. In the event the School Board reviews a grievance under this subdivision, the School Board reserves the right to affirm, reverse or modify such decision.
- D. Denial of Grievance: Failure by the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the unit representative 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. Mediation: Provided both parties (Principals Association and the District) agree in writing, the grievance taken directly to Bureau of Mediation Services (BMS) Grievance Mediation or arbitration. Grievance mediation is optional and voluntary. If mediation is pursued, the contractual timelines for processing a grievance shall be delayed during the period of mediation. Should the matter be unable to be resolved in mediation, the parties retain the right to move to the Arbitration procedure outlined in Article 16.6.

#### **16.6 Arbitration**

- A. Procedure: In the event that the parties (Principals Association and the District) are unable to resolve a grievance it may be submitted to arbitration as defined herein.
- B. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the Union may request a list of seven (7) qualified arbitrators from the Bureau of Mediation Services (BMS). The District and the unit representative shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The unit representative and the District shall, within fifteen (15) days after getting the list from the BMS, meet to strike names or attempt to agree upon the selection of an arbitrator. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.
- C. Hearing: The grievance shall be heard by a single arbitrator. The grievant shall be represented by unit's representative. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
- D. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. The arbitrator shall swear all witnesses upon oath.

- E. **Expenses:** Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.
- F. **Restriction on Arbitrator:** The arbitrator shall not have the power to add to, subtract from, or to modify the terms of the Agreement.

### **16.7 Election of Remedies and Waiver**

A party instituting any action, proceeding or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under Article 16. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive her/his right to initiate a grievance pursuant to Section 16.5, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. Section 16.7 shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## **ARTICLE 17 - MISCELLANEOUS**

### **17.1 Mileage Reimbursement**

Mileage reimbursement for travel outside of the local metro area 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.

### **17.2 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.

### **17.3 Hold Harmless Clause**

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

### **17.4 Publication of the Agreement**

Copies of this Agreement shall be made available to all members of the appropriate unit by posting the Agreement on the District's website within thirty (30) working days after the Agreement is executed.

### **17.5 Individual Contracts**

Individual contracts for regular appointments issued by the District shall be in a form similar to Attachment C and updated as needed. Temporary or Interim contracts to fill leaves of absence or other needs may also be issued by the District and do not have an expectation of continuing contract rights to an Assistant Principal or Principal level position after this temporary or interim assignment ends.

### **17.6 Professional Organizational Dues**

The District shall pay the cost of membership in one (1) national organization and its state affiliate annually for each principal or assistant principal.

**17.7 Professional Development**

The District shall allocate the sum of \$2,000 each year per principal as professional development funds to reimburse principals for costs incurred for professional development. Such costs shall include but are not limited to continuing education, professional seminars and meetings of professional associations. Unused portions of the annual allowance may be carried over into next year, but the total allowance shall not exceed \$4,000 in any one year. Funds from this Article 17.7 and the Article 9.3 Supplemental Health Care and Business Related Expense Allowance may be used in conjunction for larger approved conference and other unreimbursed professional development experiences and school related business expenses. Upon cessation of employment any unused balance in this account shall accrue to the District and not to the individual.

**17.8 Computers**

Computers that are owned by the District and assigned to principals are available to administrators for personal use within the defined boundaries of the District acceptable use policy. District email addresses are also available for administrator personal use under the same parameters.

**ARTICLE 18 - DURATION****18.1 Term and Reopening Negotiations**

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

**18.2 Effect**

This Agreement constitutes the full and complete Agreement between the District and the exclusive representative for the St. Louis Park Principals Association. 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.

**18.3 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.

**18.4 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.

**SIGNATURES**

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

For:  
St. Louis Park Principals Association

For:  
St. Louis Park Public Schools

DocuSigned by:  
*Les Bork*  
655FE5BE0D5B4E4...  
Authorized Representative

DocuSigned by:  
*Anne E. Casey*  
00D2A50D026D46C...  
Chairperson

DocuSigned by:  
*Cory Maslowski*  
C41CD1EC9E9C41A...  
Authorized Representative

DocuSigned by:  
*C. Colin Cox*  
FA98743AA6AB490...  
Clerk

DocuSigned by:  
*Jason Boll*  
2E9483A133A0401...  
Authorized Representative

DocuSigned by:  
*Astein Osei*  
107E1939063D452...  
Superintendent

DocuSigned by:  
*Richard Kreyer*  
EA106EBFF81F42C...  
Human Resource Director

Dated 05/10/2022

Dated 05/10/2022

**SCHEDULE A -  
2021-22 Salary Schedule – 12-month Principals and Assistant Principals**

STEP	Elem AP	MS AP	HS AP	Elem Principal	MS Principal	HS Principal
1	\$102,292	\$114,167	\$117,838	\$120,343	\$124,416	\$132,716
2	\$105,479	\$117,712	\$121,431	\$124,093	\$128,099	\$136,509
3	\$108,666	\$121,258	\$125,025	\$127,843	\$131,781	\$140,301
4	\$111,852	\$124,803	\$128,618	\$131,592	\$135,464	\$144,094
5	\$115,040	\$128,348	\$132,211	\$135,341	\$139,147	\$147,885
6	\$118,228	\$131,892	\$135,805	\$139,092	\$142,828	\$151,678
7	\$121,415	\$135,437	\$139,399	\$142,841	\$146,511	\$155,470
8	\$124,603	\$138,981	\$142,993	\$146,590	\$150,192	\$159,263
9	\$135,949	\$151,284	\$155,593	\$160,273	\$164,026	\$173,808

**SCHEDULE B -  
2022-23 Salary Schedule – 12-month Principals and Assistant Principals**

STEP	Elem AP	MS AP	HS AP	Elem Principal	MS Principal	HS Principal
1	\$103,315	\$115,309	\$119,016	\$121,546	\$125,660	\$134,043
2	\$106,534	\$118,890	\$122,646	\$125,334	\$129,380	\$137,874
3	\$109,753	\$122,470	\$126,275	\$129,121	\$133,099	\$141,704
4	\$112,971	\$126,051	\$129,905	\$132,908	\$136,819	\$145,535
5	\$116,190	\$129,631	\$133,533	\$136,694	\$140,538	\$149,364
6	\$119,410	\$133,211	\$137,163	\$140,483	\$144,256	\$153,195
7	\$122,629	\$136,791	\$140,793	\$144,270	\$147,976	\$157,025
8	\$125,849	\$140,371	\$144,423	\$148,056	\$151,694	\$160,855
9	\$132,540	\$147,654	\$151,886	\$156,099	\$159,840	\$169,430
10	\$139,231	\$154,936	\$159,349	\$164,142	\$167,986	\$178,004

Principals who possess an Ed.D or PhD in addition to the Specialist Degree and license will be paid an additional \$3,000 over the annual rates listed in the schedules above.

## **APPENDIX A: Principal Association Job Titles**

HIGH SCHOOL PRINCIPAL

MIDDLE SCHOOL PRINCIPAL

ELEMENTARY SCHOOL PRINCIPAL

PRINCIPAL ON SPECIAL ASSIGNMENT

HIGH SCHOOL ASSISTANT PRINCIPAL

MIDDLE SCHOOL ASSISTANT PRINCIPAL

ELEMENTARY ASSISTANT PRINCIPAL

Note: The pay rate for a principal on special assignment will be paid in the salary range from the principal's regular assignment of Elementary, Middle School or High School.

## **APPENDIX B: Provisions that apply to employees hired prior to specified dates**

### **SEVERANCE PAY (formerly Article 12 for employees hired prior to 7/1/2008)**

#### Article XII - SEVERANCE PAY

**Section 1. Eligibility:** The principal must have been hired on or before July 1, 2008. Subject to M.S. 465.72, full time principals who have completed at least ten (10) years of service with the school district, and who are at least fifty-five (55) years of age, or full time principals regardless of age who have completed at least (30) years of teaching credit with the Minnesota State Teachers' Retirement Association, at least ten (10) of which involves service in the St. Louis Park School District, shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the school board. Severance pay shall not be granted to any principal who is discharged for cause by the school district.

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

**Subd. 1.** An eligible principal, upon severance, shall elect to have their severance pay based on one of the two following options:

Option A. The principal shall receive an amount representing one half of their annual base salary. In addition to the one-half annual salary, the principal shall receive the amount obtained by multiplying the principal's daily rate of pay by the number of unused sick leave days, but in any event, not to exceed the number of days in the principal's basic duty year (235 duty days).

or

Option B. The principal shall receive an amount represented by multiplying the principal's daily rate of pay times the number of accumulated unused leave days, such number of unused leave days shall not exceed the number of days in the principal's basic duty year (235 duty days).

**Section 3. Daily Rate of Pay:** In applying these provisions, a principal's daily rate of pay shall be the daily rate (Basic Schedule + Career Increments) divided by 235 duty days at the time of retirement, as provided in the basic schedule.

**Section 4. Payment:** The District will provide payment equal to the value of the employee's severance pay directly into the employee's health care reimbursement plan maintained by the State of Minnesota for such plans pursuant to the provisions of Minn. Stat. §356.24, consistent with IRS limitations. Eligible employees will not receive any direct payment from the School District for severance pay. In no event will a principal receive more than one year's salary from this severance option. The district reserves the right to make equal payments into this account all in one year or for cash flow purposes spread it out not to exceed three years from the date of retirement

### **SEVERANCE - Retiree Insurance (formerly Article 12 Section 6 for employees hired prior to 7/1/2008)**

**Section 6. Group Insurance:** A principal, who was hired on or before July 1, 2008, retiring pursuant to this Article shall be eligible for insurance benefits as provided in this Section.

**Subd. 1.** The principal shall be eligible to continue participation in the school district group hospitalization-major medical, life and dental insurance plans, if permitted by the terms of the policy with the insurance carrier, until the date of the principal's 65th birthday. The school district shall pay the entire premium for such coverage. Life insurance will be frozen at the amount stated in Article VIII, Section 4, at the time of retirement.

**Subd. 2.** A principal who has reached the age of sixty-five (65) and has maintained continuous coverage under this Section, and has a spouse less than sixty-five (65), shall be eligible to purchase hospitalization and major medical insurance at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse reaches age sixty-five (65) or upon the expiration of five (5) years from the date the principal reached age sixty-five (65), whichever occurs first.

### **SEVERANCE Continuing Rights (formerly Article 12 for employees hired prior to 7/1/2008)**

**Section 9. Continuing Rights:** The rights and benefits outlined in Article XII SEVERANCE are deemed to fully vest in the principal on the first day of retirement. The school district acknowledges and recognizes that the principal is reasonably relying on receiving all of the benefits set forth in Section XII. The school district further acknowledges and recognizes that nothing in this Agreement nor in the bargaining history will be interpreted to adversely affect the principal's right to receive the full and total benefit outlined in Article XII.

## **APPENDIX C: INDIVIDUAL PRINCIPAL CONTRACT - St. Louis Park Public Schools**

The Board of Independent District No. 283 of the State of Minnesota, St. Louis Park, Minnesota, enters into this agreement, pursuant to M.S. 122A.40, as amended, with \_\_\_\_\_, a legally qualified Principal who agrees to carry out the assigned responsibilities of said District as licensed by the State of Minnesota for the \_\_\_\_\_ school year.

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

1. Basic Services: Said PRINCIPAL shall faithfully perform the services of the above position as prescribed by the Board or its designated representative, abide by the rules and regulations as established by the Board and State Board of Education, for the annual salary indicated below, and agrees to effectively manage the school of said District as assigned and for which the PRINCIPAL has the necessary license.
2. Duration: This contract is subject to the provisions of M.S. 122A.40, as amended, and to all laws, rules and regulations of the State of Minnesota, relevant to qualification, licensing, employment, termination, and discharge for cause of a PRINCIPAL. Thereafter, this contract shall remain in full force and effect, except if modified by mutual consent of the Board and the PRINCIPAL or unless terminated as provided by law, or by written resignation pursuant to M.S. 122A.40, Subd. 7.
3. Calendar: School year and school vacation days shall be those named on the school calendar as adopted by the School Board, and the Principal agrees to work on those legal holidays on which the Board is authorized to conduct school if the Board so determines.
4. Additional Services: The Superintendent, or his/her designee, may assign the PRINCIPAL other assignments subject to established compensation for such services which exceed the services prescribed the Principal Contract. Such assignments shall not be made without the consent of the PRINCIPAL except on a temporary basis when no qualified PRINCIPAL is available to take the assignment.
5. Master Agreement: This INDIVIDUAL contract shall be subject to the Agreement between the District and the exclusive representative for Principals in the District, if any, and the provisions of P.E.L.R.A.
6. Salary: In consideration thereof, the Board agrees to pay said teacher the following annual salary:

\$	For basic services (Schedule Lane=                      Step=                      Years of outside experience granted                      )
\$	Other Compensation (if any):
\$	Total salary, exclusive of fringe benefits:

This contract shall be effective only upon signature by the officers of the Board after authorization for such signatures has been taken by the Board in appropriate action, recorded in its minutes.

IN WITNESS THEREOF I have subscribed my signature this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Date of Board action authorizing execution \_\_\_\_\_

IN WITNESS THEREOF we have subscribed our signature this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk

## APPENDIX D: 10-MONTH PRINCIPAL AND ASSISTANT PRINCIPAL POSITIONS

### MEMORANDUM OF AGREEMENT

BETWEEN THE ST. LOUIS PARK PRINCIPALS ASSOCIATION AND SAINT LOUIS PARK PUBLIC SCHOOLS

#### 10-MONTH ASSISTANT PRINCIPAL ASSIGNMENTS

**WHEREAS**, the Saint Louis Park Public Schools (District) and St. Louis Park Principals Association have a negotiated a master collective bargaining agreement for 2021-23 that covers the terms and conditions of employment for principal and assistant principal positions within the District;

**WHEREAS**, the District is seeking to provide additional administrative and supervisory support to schools and create terms and conditions of employment for 10-month assistant principal positions duty year option, which is not spelled out by the master labor contract;

**THEREFORE**, the parties agree to the following terms and conditions of employment for employees hired into 10-mo Assistant Principal positions in the District:

1. The terms and conditions in the 2021-23 Principals contract generally shall apply to 10-mo AP positions with the following adjustments or pro rations for the shorter year assignment:
2. Article 6 – Work Year: The work year shall be 200 duty days with 12 paid holidays that are within the scheduled work year for the 10-mo. assignment. Independence Day will not be a paid holiday for this assignment.
3. Article 7 - Work Days Section 7.2 PTO (Vacation): The assistant principal in this assignment will receive 20 days of PTO (vacation) in addition to the Article 6 Duty Year days and Holidays. A 10-mo AP who leave the District will be paid out for the prorate days earned up to 20 days of unused accumulated vacation time.
4. Article 8 – Basic Compensation: The rate of pay for this position will be based on the 200 duty day assignment. Deductions or additions will be based on the 231 total paid day divisor (200 duty days, 11 holiday and 20 vacation days). The rate of pay will be determined by taking the appropriate rate in the Salary Schedule and dividing by 260 and multiplying by the 231 duty days. The assistant principal working full-time in this 10-month assignment will receive the amounts stated for 1.0 FTE for Sections 8.11 Career Increments, 8.13 Deferred Compensation.
5. Article 9 – Additional Compensation and Benefits: The assistant principal working full-time in this 10-month assignment will receive the amounts stated for 1.0 FTE for Section 9.3 Supplemental Health Allowance. Insurance
6. Article 10 – Group Insurance: The assistant principal working full-time in this 10-month assignment will receive the amounts stated for 1.0 FTE for Sections 10.2 Health Insurance, 10.3 Dental Insurance, 10.4 LTD, 10.5 Life Insurance and will be eligible for 100% of the contributions in 10.6 Health Care Savings Plan.
7. Article 17 - Miscellaneous: The assistant principal working full-time in this 10-month assignment will receive the amounts stated for 1.0 FTE for Section 17.7 Professional Development.
8. Salary Schedules: The annual salaries for the 10-mo AP positions will be as described in the tables below. Employees who start later than the beginning of the year or leave before completing the full duty year, will receive the appropriate prorated portion of the annual salary.

**10-mo AP Salary calculations for 2021-22:**

	10mo	10mo	10mo
STEP	Elem AP	MS AP	HS AP
1	\$90,882	\$101,433	\$104,694
2	\$93,714	\$104,583	\$107,887
3	\$96,545	\$107,733	\$111,080
4	\$99,377	\$110,882	\$114,273
5	\$102,209	\$114,032	\$117,464
6	\$105,041	\$117,181	\$120,657
7	\$107,873	\$120,331	\$123,851
8	\$110,705	\$123,479	\$127,044
9	\$120,786	\$134,410	\$138,239

**10-mo AP Salary calculations for 2022-23:**

	10mo	10mo	10mo
STEP	Elem AP	MS AP	HS AP
1	\$91,791	\$102,448	\$105,741
2	\$94,651	\$105,629	\$108,966
3	\$97,511	\$108,810	\$112,191
4	\$100,370	\$111,991	\$115,415
5	\$103,231	\$115,172	\$118,639
6	\$106,091	\$118,353	\$121,864
7	\$108,951	\$121,534	\$125,089
8	\$111,812	\$124,714	\$128,314
9	\$117,757	\$131,185	\$134,945
10	\$123,701	\$137,655	\$141,576

9. All other terms and conditions of employee are as set forth in the 2021-23 contract and its successor.

**APPENDIX E: GRIEVANCE REPORT FORM**

St. Louis Park Public Schools

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

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

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Particular Relief Sought:

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

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

\_\_\_\_\_  
Signature of Unit Representative

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