



**St. Louis Park
Public Schools**

Achieving success, one student at a time!

2023-24 and 2024-25

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 283

St. Louis Park, Minnesota

and

PARK ASSOCIATION OF TEACHERS

Representing Teachers in the School District

Board Approved: 01/09/2024

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ARTICLE 1 - PURPOSE

1.1 Parties

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

ARTICLE 2 - DEFINITIONS

2.1 School District

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

2.2 Association

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

2.3 P.E.L.R.A.

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

2.4 Terms and Conditions of Employment

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

2.5 Other Terms

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

ARTICLE 3 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

3.1 Recognition

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

3.2 Appropriate Unit

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

ARTICLE 4 - DISTRICT RIGHTS

4.1 Inherent Managerial Rights

The parties recognize that the Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the Board. Section 4.1 shall not be construed to limit the right of the Association to meet and confer with the District, pursuant to P.E.L.R.A., regarding policies and matters not included under terms and conditions of employment.

4.2 Management Responsibilities

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

4.3 Effect of Laws, Rules and Regulations

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

ARTICLE 5 - TEACHER AND ASSOCIATION RIGHTS

5.1 Right to Views

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

5.2 Right to Join

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

5.3 Request for Dues Deduction

Teachers shall have the right to request and be allowed dues check off for the exclusive representative of the teacher. Upon receipt of a properly executed authorization of the teacher involved (examples of which include paper authorization, electronic authorization or audio-recorded phone authorization), the District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the exclusive representative during the period provided in said authorization. The Union will notify the School District of the dues to be deducted from each teacher's paycheck and the correct institution to remit the dues payments. Deductions will be made each pay-period and transmitted to the designated exclusive representative. The District shall furnish to the exclusive representative (Park Association of Teacher's Treasurer) monthly an alphabetized list of teachers from whom such deductions have been made. The District agrees to honor and implement all the terms of the dues-checkoff authorizations submitted by the Union and agreed to by the teachers. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for

revocation, amount of dues deducted, and all other provisions agreed to by the teacher as stated in the authorization, irrespective of the teacher's membership in the Union. The Union agrees that the District's only obligation is to deduct and remit the dues indicated by the Union to be deducted from each teacher's pay. The Union agrees to save the District harmless from any actions growing out of these deductions and assumes full responsibility for the disposition of funds so deducted once they have been remitted by the District.

5.4 Personnel Files

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

5.5 School Buildings and Facilities

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

5.6 Information

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

5.7 Direct Deposit

The District shall allow direct deposits to eligible banking institutions of the teacher's choice that accept standard ACH deductions.

5.8 Private and Personal Life

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

5.9 Meet and Confer

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

5.10 Union Business Leave

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

ARTICLE 6 - THE SCHOOL YEAR

6.1 Teacher Duty Days

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

The District may add three (3) duty days for newly employed teachers. If additional days are added for training, newly employed teachers will be paid at the Schedule C Required Training Daily Rate for each day worked.

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

6.2 Modifications in Calendar, Length of School Days

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

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

Meet and Confer: Prior to adjusting the calendar, duty day, or duty week in Section 6.2, the District shall afford the Association the opportunity to meet and confer on such matters, with the exception of catastrophes or weather related school closings which must be made without time for the meet and confer.

ARTICLE 7 - THE SCHOOL DAY

7.1 Building Hours

The specific hours at any individual building may vary according to the needs of the educational program of the District. The specific hours for each building shall be designated by the Superintendent. The regularly scheduled work day for teachers within their buildings shall be eight (8) hours per day with seven (7) hours and thirty (30) minutes of duty time and a 30 minute lunch specified in Art 7.3.

7.2 Additional Activities

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

7.3 Duty Free Lunch

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

7.4 Preparation Time and Regular Student Contact Assignment

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

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

individual help for students, supervision of students, faculty, department or curriculum meetings, or other related tasks.

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

The District shall make reasonable effort to schedule classes and preparation time in reasonable blocks to avoid gaps that extend the Building Hour time whenever possible and insofar as practicable based on the overall scheduling of course schedules.

ARTICLE 8 - BASIC COMPENSATION

8.1 Individual Contracts

Individual contracts issued by the District shall be in the form as provided in Attachment D1. Teachers shall receive individual contracts upon initial employment. When there is a formal change in level of FTE, teachers will also be issued a new letter specifying new FTE level and salary in their online employee portal. Temporary overages and other temporary assignments that do not change the continuing contract rights will be made by letter of assignment from the Human Resource Department with the Extra Compensation/Assignment Form in Attachment D2.

8.2 Rates of Pay

The salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2023-24 school year and the salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the 2024-25 school year. Teachers shall advance on the salary schedule one (1) step for the 2023-24 school year and one (1) step for the 2024-25 school year, subject to the right of the District to withhold salary increases for just cause or not having worked 90 days with SLP in the previous year. A salary increase shall not be withheld unless the teacher is notified of the deficiency in writing and given reasonable opportunity to correct such deficiency.

8.3 Status of Salary Schedule

The salary schedule shall not be construed to be a part of the teacher's continuing contract. In the event a successor Agreement is not entered into prior to the commencement of school in 2025, a teacher shall be compensated according to the past year's compensation until such time that a successor Agreement is executed between the District and the Association.

8.4 Initial Placement - Experience Credit

Newly employed teachers shall receive credit for each full year of licensed outside experience and placed on the salary schedule per years of teaching experience. For this Section 8.4, full years of licensed outside experience shall be defined as a licensed teacher serving for at least 90 days under contract. The Human Resource Department may offer additional step placement for positions deemed "Hard to Fill" to make a competitive offer. PAT and the District will agree as part of Meet and Confer that process for determining "Hard to Fill" positions and the agreed upon step placement discretion. Effective July 1, 2021, the Human Resource Department may consider up to four (4) Professional Development credits at initial placement to "round a person up" to the next lane in an attempt to make a competitive offer for "Hard to Fill" positions. This would be consistent with language in 8.7 Professional Growth Credits of up to four (4) for a lane change and 12 max. The Human Resource Department will provide a report to PAT denoting placements for "Hard to Fill" positions that exceed the standard new hire step placement.

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

Newly hired teachers who are employed before Feb 1 of that year shall be eligible for a year of service and step increase for that first year. Thereafter, returning teachers shall receive one year of experience credit for service in the St. Louis Park District each year of contracted service in which the teacher performs duties on at least 90 duty days.

8.5 Prior Approval

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

8.6 Training Levels

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

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

8.7 Professional Growth Credits

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

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

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

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

The District, at its discretion, may provide certain extensive professional development opportunities and offer these courses with the equivalent of college level credit hours that can be used toward a lane change as any other credits from an approved accredited college or university. These courses would be labeled as SLP Academy Courses for and the college level credits upon completion would be specified in the course offering. Teachers offered these courses would not need preapproval specified in Art 8.5.

8.8 Lane Changes

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

The number of lane changes per year beyond the MA lane will be limited to one lane change per year unless the multiple lane changes are connected to receiving a new Specialist or Doctoral Degree.

Effective starting July 1, 2024, the February 15 second semester lane change processing will be eliminated. Lane changes will be processed once a year at the beginning of the school year. Teachers who have their lane change request turned in by September 1 with official transcripts will be processed by the September 30 paycheck. Teachers who turn in their lane change request by September 1 and do not have their transcripts available from their college, will have the lane change processed retro to the beginning of the school year on the next available paycheck after Human Resources received the official transcripts from the accredited college or university.

8.9 National Board Certification

Teachers who become certified by the National Board of Certification or hold a Certificate of Clinical Competence or other national or professional board certifications recognized by the District Human Resource Department will receive \$2,500 annual stipend. Non-recertification shall result in the loss of the annual stipend at the end of that school year. It is the responsibility of the teacher to provide proper evidence that the teacher holds the certification. Certifications received by the Human Resource Department by September 1 will be eligible for the full stipend.

8.10 Method of Payment

Teachers contracted for the regular basic duty year as described in Section 6.1 shall receive their salary in twenty-four (24) payments. Teachers contracted for more than the basic duty year described in, Section 6.1, shall also be paid in twenty-four (24) payments. The summer four checks over July and August each year will be based on the same salary schedule amounts as the previous September 15, through June 30th school year paychecks. New scheduled rates take effect on the first payroll of the new school year on September 15th.

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

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

8.11 Deduction

In the event that a teacher employed for the regular duty year as described in Section 6.1, is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction shall be the teacher's basic annual contract salary, divided by the number of duty days, for each day's absence. In the event that a teacher's duty year is different than the regular duty year described in Section 6.1, the divisor shall be adjusted accordingly. In the event that a teacher leaves the district with deductions owed for using more leave than earned or school debt (lunches etc.), these deductions will be taken from the final paycheck.

8.12 Long-Term Substitute Teachers

Substitute teachers employed to replace the same teacher for more than twenty (20) consecutive school days shall be considered long-term substitutes. Long-term substitutes employed by the District will be paid at the BA Lane Step 1 daily rate of pay.

Long-term substitute teachers are not eligible for District benefits, except as provided below. Long-term substitutes who have worked thirty (30) consecutive days to replace the same teacher will be eligible for union membership and dues deduction in Art 5.3. If the assignment for the same teacher extends more than ninety (90) school days, then the substitute teacher's status will change and the employee will receive a Temporary Contract and be retroactively paid at the regular contract rate for days worked in that assignment.

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

8.13 SLP Hired Building Substitute Teachers

Building Substitute teachers are casual substitutes whose assignment will vary day to day. They are not the "teacher of record" for a classroom and cover classrooms where the teacher is out for one day or on a day-to-day basis, at most 20 consecutive days, replacing the same teacher. In the event that the District decides to hire a building substitute as an SLP employee, the building substitute will be paid at the B BA Step 1 daily rate of pay. for the assignment. Nothing in this contract changes the right of the District to contract with Teachers On Call or other vendors for substitute teachers.

Building Substitute teachers are not eligible for District benefits, except as provided below. Building substitutes who are fully licensed Tier 3 or 4 teachers, who have worked thirty (30) consecutive days will be eligible for union membership and dues deduction in Art 5.3. Building substitutes will accrue sick leave at the rate of one hour of sick leave for every 30 hours worked. If the building substitute is fully licensed and the assignment becomes changes from covering different classrooms to subbing for the same teacher for than 20 consecutive days, then the building substitute status will change to Long-Term Substitute status.

The building substitute assignments are typically month by month and may be ended by either the building substitute or the District at the end of any month. However, if the assignments last more than 90 consecutive days, then the employee will be eligible for insurance benefits the first of the month following the 90th consecutive day of the building substitute assignment. If the Human Resource Department knows that the assignment will be longer than 90 days, then the employee will be eligible for insurance benefits starting the first of the month after the start of the assignment. Building substitutes assignments are recognized as casual substitute assignments and as such the building substitute does not accrue seniority or any continuing contract rights as a teacher. If the building substitute is licensed as a MN teacher and is subsequently hired by the District in a teaching assignment for the following fall of the next school year, that teacher shall be given experience credit towards step placement for that year as long as they worked 90 consecutive school days in the same school. The year will not be counted as the first year of probation

8.14 Part-Time Teachers

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

ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENT

9.1 Assignment of Extracurricular Duties

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

9.2 Extracurricular Compensation

The salaries reflected in Schedules C-2, C-3, C-4, and C-5, attached hereto, shall be a part of this Agreement for the 2023-24 and 2024-25 school years.

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

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

9.3 Special Services Compensation

The wages and salaries reflected in Schedule C-1, attached hereto, shall be a part of this Agreement for the 2023-24 and 2024-25 school years.

9.4 Department Heads/Elementary Grade Level Chairs

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

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

9.5 Extended Time Assignments

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

9.6 Assigned Additional Days of Summer Work

The following teaching positions may receive up to ten (10) additional days assigned work beyond the contractual 185 duty days; Counselors, Deans, Culturally Relevant Literacy Coaches. Digital Learning Specialists, IB Coordinators and the lead teacher who oversees college and career readiness at the High School; a district School Nurse and or School Social Worker may be assigned and receive up to five (5) days to process enrollments and deal with schedule conflicts, case management issues and complete other duties as delineated by the Principal or Student Services Director. These days shall be compensated at each individual's contract rate. These days shall be outside of their regular contracted number of days and not subject to continuing contract rights. Teachers will submit time weekly by voucher or timecard as time is worked and approved by the supervisor.

ARTICLE 10 - GROUP INSURANCE

10.1 Selection of Carrier

The selection of the insurance carrier and policy shall be made by the School District. Opportunity shall be afforded to the Association to meet and confer on such matters. The District shall contribute toward a portion of the premium for health insurance for the 2023-25 Health Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in any of the Employee, Employee+1, or Family coverage options. The employee shall pay the difference through payroll deduction between the District contribution listed below and the total cost of the health plan coverage selected.

10.2 Eligibility

- A. A teacher shall be eligible for full benefits of Article 10 if employed .8-1.0 FTE.
- B. A teacher employed less than full-time but at least an average of or .50 FTE shall be eligible for District contributions toward group insurance as follows:
 - For teachers working .6 to .7999, the District will contribute 75% of the full-time level
 - For teachers working .5 to .5999 FTE, the District will contribute 50% of the full-time level
 - Teachers working less than .5 FTE, will not be eligible for medical insurance.
- C. Teachers who are employed less than .5 FTE are not be eligible for the provisions of Article 10.

For purposes of qualifying for eligibility pursuant to this Section 10.2, the workload of a teacher as of September 15 and February 15 shall be deemed to be the workload for such period of time, notwithstanding any variation in work between said dates.

10.3A District Health Insurance Program Non-Deductible/Standard:

District Contributions Standard-Plan A per month	July 1, 2023	July 1, 2024	July 1, 2025*
Employee Coverage	\$540	\$554	\$570
Employee +1 Coverage	\$1,005	\$1,030	\$1,061
Family Coverage	\$1,438	\$1,474	\$1,518

10.3B District Health Insurance Program Deductible/VEBA:

District Contributions VEBA-Plan B	July 1, 2023	July 1, 2024	July 1, 2025*
Employee Coverage	\$663	\$680	\$700
Employee +1 Coverage	\$1,367	\$1,401	\$1,443
Family Coverage	\$1,816	\$1,880	\$1,930

*contribution amounts for 7-1-2025 will be subject to bargaining in the 2025-2027 bargaining cycle.

For eligible employees who select the \$1,000 Deductible Health Insurance Plan, the District will deposit \$1,000 annually into an employee owned Health Reimbursement Account (HRA) during active employment. The District will deposit the VEBA amount by September 1 each year.

10.3 Married Couples

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

10.4 Dental Insurance

The District shall contribute toward a portion of the premium for dental insurance for the 2021-23 Dental Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in either Employee or Family coverage options. The employee shall pay the difference between the District contribution and the total cost of the dental plan coverage selected.

District Dental Contributions	July 1, 2023	July 1, 2024
Employee Coverage	\$52	\$52
Family Coverage	\$95	\$95

In the event that a successor agreement has not been entered into by July 1, 2025, School District's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 2024.

10.5 Group Income Protection (Long Term Disability or LTD)

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

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

When a teacher is placed on long-term disability under the provisions of Section 10.5, the District shall continue its contribution in the dollar amount in effect at such time for the disabled teacher toward the group medical insurance plan as provided in Section 10.3 for a period of five (5) years from the date of placement on long-term disability, or the teacher reaches the age of Medicare eligibility, whichever occurs first.

10.6 Life Insurance

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

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

- A. Eligibility: Pursuant to Minn. Stat. §471.61, teachers eligible for retirement benefits from the State of Minnesota, who have completed at least fifteen (15) years of experience credit within the District, and who are at least fifty-five (55) years of age, or teachers regardless of age who have completed at least twenty-five (25) years of teaching credit with the Minnesota State Teachers Retirement Association at least fifteen (15) of which involve service in the St. Louis Park District, shall be eligible for medical insurance benefits pursuant to the provisions of Section 10.7, upon submission of a written resignation accepted by the Board. This benefit shall not be granted to any teacher who is discharged for cause by the District. To be eligible for the benefits of Section 10.7, a teacher must be regularly employed at least one-half (1/2) time and compensated on the basic salary schedule.
- B. The teacher shall be eligible to continue participation in the District group medical insurance plan, if permitted by the terms of the policy with the insurance carrier. Except as otherwise provided in Section 10.7.C, the teacher shall pay the entire premium for such coverage.
- C. The District shall contribute the dollar amount provided in Section 10.3A-B in effect at the time of the teacher's retirement until the teacher reaches the age of Medicare eligibility or the expiration of five (5) years from the date of the teacher's retirement, whichever occurs first. The portion of the premium not contributed by the District shall be borne by the teacher. If a retired teacher is not eligible to continue to participate in the District's medical insurance plans because of geographical location, the District will contribute the dollar amount provided herein to a medical insurance plan for which the teacher is eligible and enrolled.
- D. A teacher who has reached the age of Medicare eligibility and has maintained continuous coverage under Section 10.7, and has a spouse who is not Medicare eligible, shall be eligible to purchase group medical insurance at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse becomes eligible for Medicare or upon the expiration of five (5) years from the date the teacher became eligible for Medicare, whichever occurs first.
- E. It is the responsibility of the teacher to make arrangements with the school business office to pay such monthly premium amounts, payable by the teacher, in advance and on such date as determined by the District.

10.8 Health Care Savings Plan in Lieu of Retiree Health Insurance

Employees hired after July 1, 2005 and eligible for health insurance coverage will participate in a Health Care Savings Plan (HCSP) in lieu of retiree health insurance in 10.7. Upon completing four years of service, employees will be automatically enrolled in the plan before the first contribution is made by the District on their behalf. Employees hired prior to July 1, 2005 and eligible for health insurance coverage who previously elected to participate in this HCSP may remain in this program with the understanding that it will not be retroactive and that there is no re-election of the retiree health insurance program (10.7) in the future. Employees who have completed the number of full years of employment by June 30th of any year after 2005 and who are eligible for health insurance coverage will receive the following annual contribution from the District to be placed in the employee's HCSP account:

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

District contribution will be on a prorated basis for less than a full year worked (resignation prior to the end of school year) and based on FTE eligibility in Art 10.2 (Group Health). An employee working .75 FTE or more will receive the full contributions below. Employees working .5 FTE but less than .75 FTE will receive ½ the contribution amounts in Art. 10.8.

The District is only responsible for the required contributions amounts. In the event of a District error in making the contributions, the District will correct the amounts contributed but is not responsible for any estimated gains or losses in the funds values. It is also the responsibility of the employee to track contributions amounts annually and notify the District promptly if the employee feels the amount contributed is incorrect, so that it can be corrected.

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

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

A teacher severing employment prior to Medicare eligibility but not eligible for the insurance contributions of Section 10.7, who is at least fifty-five (55) years of age, and has completed at least ten (10) years of continuous service in the District, shall be eligible for continued group medical insurance coverage, if permitted by the terms of the insurance policy, by paying the entire premium for such participation. The employee shall also be eligible for spouse coverage pursuant to Section 10.7.D.

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

It is the responsibility of the teacher to make arrangements with the school business office to pay the monthly premium amounts in advance and on such date as determined by the District. The teacher's right to continue participation in such group insurance, however, shall discontinue upon the teacher's reaching the age of eligibility for Medicare. The right to participation pursuant to HCSP Section 10.8 shall not be retroactive in application.

10.10 Claims Against the District

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

10.11 Duration of Insurance Contribution

Except as otherwise provided in this Agreement, a teacher is eligible for monthly District contributions as provided in Article 10 as long as the teacher is actively employed by the District. If termination of employment occurs before the end of the school year, all District contributions shall cease at the end of that month. However, a teacher who qualifies pursuant to Section 10.2 and who finishes the school year, shall be entitled to District contributions for medical, dental, and life insurance until the end of the insurance year on August 31 following termination.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Paid Leave Allowance

Sick and Safe Leave (hereinafter referred to as "Sick Leave") will be available to all employees working at least 80 hours per year. Sick leave will accrue with hours on the payroll. Regular active employees who are scheduled at least .5 FTE (four hours per day or more) will receive an advance of eleven (11) days of leave for the full school year. Leave not used during any school year may accumulate without limit. Individuals who are employed after the beginning of the school year or leave prior to the end of the school year shall receive sick leave on a pro-rata basis based on what they have accrued. Individuals leaving employment prior to end of the school year shall have their leave allowance pro-rated accordingly, and used but not yet earned sick leave shall be deducted from the employee's final check. Effective January 1, 2024, employees working less than an average of four (4) hours per day will receive one (1) hour of sick leave for every 30 hours paid (.03333 earned sick and safe leave for every hour on the payroll in accordance with MN State Statute 181.9445-8) These employees working less than an average of four (4) hours per day may earn up to 48 hours of sick leave per year and may carry over unused leave up to a maximum of eighty (80) hours in their sick leave bank in any one year.

11.2 Sick Leave

- A. It is the responsibility of the teacher to enter requested sick leave into the District's online time off system as soon as possible, but typically before the start of the employee's scheduled shift start time. If the teacher also requires a substitute for that absence, it is also their responsibility to request a substitute teacher for that day or days, if one is needed. Falsifying time off requests or repeatedly not entering time off after receiving notice may result in corrective action.
- B. A teacher may use one (1) day of accumulated leave for each day of personal illness or disability. Sick leave pay shall be allowed by the District whenever a teacher's absence is found to have been due to illness or disability which prevented the teacher's attendance at school and the performance of duties on that day or days or as otherwise allowed in Section 11.2. A teacher may use one (1) day of accumulated sick leave for each day of illness or disability of the teacher's dependent child, dependent child shall be defined as twenty-three (23) years old and younger. Dependent child shall also include any child residing in or who has resided in the same household as the teacher for at least six (6) months.
- C. For necessary absence because of illness or disability in the immediate family, the teacher may, upon approval of the responsible administrator, use up to six (6) of the days (48 hours) from accumulated leave allowance in any one school year at no salary deduction. The immediate family shall be interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law and mother-in-law. In the case of a dependent child, a dependent child shall be defined as twenty-three (23) years or younger, refer to Section 11.2.B. The District may use its discretion to grant additional days if it deems it appropriate or necessary.
- D. For necessary absence because of illness or disability in the close family, the teacher, upon approval of the responsible administrator, may use up to six (6) of the days (48 hours) from accumulated leave allowance in any one school year at no salary deduction. The close family shall be interpreted to mean grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, and sister-in-law. Close family shall also include any other person residing in or who has resided in the same household as the teacher or who clearly stands in the same relationship with the teacher for at least six (6) months. The District may use its discretion to grant additional days if it deems it appropriate or necessary.

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- E. Use of sick leave with pay, beyond what is defined in Section 11.2B-D, will be available to the employee based on MN State Statute 181.9413, up to a maximum of 160 hours of unused accumulated sick leave in any school year for eligible employees. Effective December 31, 2023, MN State Statute 181.9413 is repealed and replaced with MN State Statute 181.9445-8 (Earned Sick and Safe Time-ESST). Effective January 1, 2024, use of up to six (6.5) days (48 hours) of Sick and Safe leave with pay, beyond relationships and uses defined in this Article 11.2B-D, will be available to the employee based on definitions of uses described in MN State Statute 181.9445-8 for eligible employees (see Appendix D in the back of this contract). The Earned Sick and Safe leave described under MN State Statute 181. 9445-8 is contained within this contract's more generous leave provision of eleven (11) days within this Article 11 and not in addition to it.
 - F. The District may require a teacher to furnish a medical certificate as evidence of illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised. The District may require that a teacher furnish a medical certificate of evidence of illness or disability when taking leave for a member of their immediate family as defined by MN State Statute 181.9413 or 181.9445-8.
 - G. After accumulated leave has been used, and under conditions of a chronic or continuous illness disability as certified by a medical doctor, an additional number of days of sick leave may be granted for the duration of such illness or disability in accordance with M.S. §122A.40, Subd. 12.
 - H. At the time a teacher becomes eligible to receive long-term disability compensation as provided in this Agreement, the teacher 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 teacher continues on long-term disability compensation.
 - I. When a teacher is injured on the job in the service of the District and is collecting worker's compensation insurance payments, the teacher 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. Prior to collecting pay from Worker's Compensation for a compensable work injury, employees will use available sick leave. Based on Worker's Compensation rules, some or all this used sick leave may be credited back based on the length of the Worker's Compensation Claim. Consult with Human Resources on use of sick time for work related injuries.

11.3 Personal Leave

- A. A teacher shall be granted three (3) personal days that are not to be added or subtracted from accumulated Sick Leave time. Teachers may carry over up to two (2) personal leave days to have a maximum of five (5) days in any one year. Notification of the use of such leave must be made by requesting the time off in the District absence management system at least five (5) days in advance, except in cases of extraordinary circumstances.
- B. If an extraordinary circumstance makes it impossible to submit a written notification in advance, the teacher will still enter the absence in the District absence management system as a Personal Day as soon as possible and before the school day begins. The teacher will also call their immediate supervisor or the Human Resources Director and then confirm the need for this absence in writing or email immediately upon the return of the teacher. The request shall state the reason for the proposed leave. Extraordinary circumstances which qualify for use of this leave allowance are those situations that arise requiring the teacher's attention which cannot be attended to when school is not in session and which are not covered under other policies. The Human Resources Director reserves the right to refuse to grant such leave. Personal leave days not set up in advance and used for extraordinary circumstances cannot be added to preapproved personal leave days to extend leaves, vacations, break periods or add to the normal number of personal leave days granted per day in 11.3.C.

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- C. Normally, the number of personal leave days granted shall not exceed two (2) per day in any elementary building, three (3) per day at the middle school and four (4) per day at the high school.
 - D. In case of religious holidays or emergency, additional leave with pay may be granted by the Human Resource Department. Additional personal days granted would be deducted from accumulated Sick Leave.

11.4 Bereavement Leave

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

11.5 Military Leave

Military leave shall be granted pursuant to applicable laws.

11.6 Jury Duty Leave

A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event that the teacher is not needed or receives a call in the morning that they will not be needed, then the teacher should report to work for the remainder of the workday. The compensation received for jury duty service shall be retained by the teacher.

11.7 Sabbatical Leave

- A. A sabbatical leave of absence for professional study may be granted to a teacher in the District, subject to the provisions of Section 11.7.
- B. In order to be eligible for sabbatical leave, a teacher must have completed at least seven (7) consecutive full school years of employment in the St. Louis Park Public Schools since the teacher's initial date of employment or the expiration of such teacher's last previous sabbatical leave.
- C. The number of sabbatical leaves granted in any one year shall not exceed three (3); however the district is not required to grant any sabbatical leaves in any year.
- D. The proposed program of study must be approved in advance by the Superintendent of Schools. The professional study for which sabbatical leave is granted shall be related to the teacher's assignment, unless otherwise agreed to in writing.
- E. The allowance granted to a teacher on sabbatical leave shall be one-half (1/2) of the basic contract salary (not including any extracurricular pay) of the individual for the school term in which the sabbatical leave is taken. Sabbatical leave will be granted for one regular school year.
- F. A teacher receiving a sabbatical leave of absence must agree in writing to return to the District for at least two (2) years of service after completion of the sabbatical leave. A teacher who has received a sabbatical leave and fails to complete two (2) years of service with the District, for any reason other than placement on an unrequested leave of absence or incapacity to teach, shall refund monies received from the District

for sabbatical leave and said monies shall be due and payable to the District forthwith upon the cessation of employment in the District.

- G. Applications for sabbatical leave shall be submitted in writing to the Superintendent of schools no later than March 1 of the preceding school year. Additional information may be submitted up to March 15. Notice of action by the Superintendent and Board shall be given prior to April 15. The teacher must confirm acceptance of a sabbatical leave offer by May 1.
- H. Upon satisfactory completion of a sabbatical leave, the teacher shall be assigned to a position commensurate with the one occupied prior to the leave.
- I. A teacher shall be eligible to continue group insurance benefits, if permitted by the terms of the policy, including the District contribution, pursuant to Article 10.
- J. A teacher returning to the District from sabbatical leave shall be entitled to placement on the salary schedule the same as if the teacher had been teaching during the year.

11.8 General Leaves of Absence

- A. Teachers in the District may apply for an unpaid leave of absence subject to the provisions of this Section 11.8. The granting of such leave shall be at the discretion of the District. Teachers should apply to the Human Resource Department by March 1 to allow time for the District to review staffing needs and factor in possible leave opportunities. The District may grant teachers with less than three (3) years of experience in the District leaves under unusual circumstances at the District's discretion.
- B. Such leave may be granted by the District for overseas teaching, Peace Corps, Vista, National Teacher Corps, extended illness of the teacher, extended illness of the teacher's family, civic activities, alternative occupational experiences, employee organization activity, public office, or other reasons deemed appropriate by the District. Leaves to teach in another school district or charter school will not usually be granted unless it helps the district avoid laying off another teacher with that license area for the following school year.
- C. A teacher on such leave shall notify the District in writing no later than March 1 of the teacher's intention to return at the conclusion of the leave or request an extension of the leave. A teacher will be notified at the time requesting the leave of this March 1 notice requirement as a condition of granting the leave. Failure of the teacher to notify the Human Resource Department will be processed as a resignation at the end of that school year. The Human Resource Department will contact PAT and the teacher between January 15 and February 15 reminding them of the end of the leave and need to notify the HR Department by March 1. After March 1, the HR Department will send one certified letter to the teacher's address on file notifying the teacher that they did not notify the District by March 1 and that by March 15, if they do not hear from the teacher, it will be deemed a resignation. The granting of an extension shall be at the discretion of the District. The District may also at its discretion waive the March 1 notice date if the District determines there are special circumstances involved.

11.9 Child Care Leave

- A. The District shall grant, upon request of the teacher, a child care leave, without pay, to one parent of a preschool age child, natural or adopted, subject to the provisions of Section 11.9. For purposes of Section 11.9, the term "child care" shall include but not be limited to the period of time when a teacher is pregnant.
- B. In the event of pregnancy, a teacher may continue her duties until the onset of the disability and thereafter utilize disability leave with pay during the period of disability. Thereafter, a teacher may request a childcare leave. However, if the teacher requests a child care leave prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of child birth and recovery.

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- C. In the interest of planning for staffing, a teacher seeking a child care leave shall notify the Human Resources office in writing, as soon as practicable, concerning the teacher's plans relating to the period of absence for the child care leave.
 - D. A teacher may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the teacher and the Superintendent, or designee, taking into account the continuity of the instructional program and the desires of the teacher.
 - E. In approving a child care leave of absence, the District shall not be required to grant any leave more than twelve (12) months in duration or permit the teacher to return to their employment prior to the date designated in the approved child care leave.
 - F. A teacher returning from childcare leave shall be reemployed in a teaching position for which the teacher is qualified.
 - G. All sites will provide a lactation room.
 - H. The applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period. (For insurance, benefits and seniority, see Sections 11.10, 11.11, and 11.12.)
 - I. Adoption Leave: A teacher may also utilize accumulated leave allowance, not to exceed 30 days, with no salary deduction, for the necessary absences related to the adoption of a child.
 - J. Parental Leave: A parent, following the birth of the teacher's child, may use up to 30 days of accumulated sick leave. The birth mother may access additional parental leave in this section after the period of incapacitation and use of sick leave that occurred immediately following the birth of the child. The leave must commence within the first twelve (12) months of the birth. This provision applies to birth parents as well as parents whose child was born via a surrogate. A teacher accessing Adoption Leave in 11.9.I, is not also eligible to access the additional Parental Leave under this section.

11.10 Insurance Application

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

11.11 Accrued Benefits

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

11.12 Seniority

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

11.13 Eligibility

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

ARTICLE 12 - VACANCIES AND TRANSFERS

12.1 Publishing of Notice of Vacancy

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

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

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

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

12.2 Transfers - Voluntary

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

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

12.3 Transfers - Involuntary

- A. Notice of involuntary transfer shall be given to the teacher involved as soon as practicable. A list of open teaching positions in the District shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred.
- B. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or designee, at which time the teacher shall be notified, in writing, of the reasons for the transfer.

12.4 Waiver of Posting and Application Requirements

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

12.5 Policy

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

ARTICLE 13 - UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

13.1 Purpose

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

13.2 Definitions

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

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

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

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

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

ABE/ECFE teachers have seniority based on Article 18.4 and not the provisions of this section, even if they hold a valid MN K-12 teaching license in addition to their ABE or ECFE license, unless they had previously taught in that K-12 license in SLP within the past 10 years.

13.3 Unrequested Leave of Absence (ULA)

- A. Terms: The Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of up to three (3) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the District Human Resource Director by March 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the Union and the Board.
- B. Notice: The District will notify individual teachers and PAT President by district email of the intention to discontinue positions and recommend the teacher for unrequested leave of absence, before the actual action is presented to the Board. The District's notice to the individual teacher proposed for placement on unrequested leave of absence will include the following elements:
 - 1) state the applicable grounds for the proposed placement;
 - 2) provides notice to the teacher of their right to request a meeting with the District and PAT representative to review the proposed placement within 10 working days from the receipt of the notice, and;

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- 3) provides notice to the teacher that failure to request this meeting will be deemed acquiescence to the District's proposed placement action.
- C. Right for Hearing and Decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a meeting with the Superintendent or designee and PAT Representatives to challenge the proposed action, review facts and ensure that the proposed actions are consistent with this ULA process. If the District and PAT agree that the process was correctly followed, then the District's decision will stand. If the District and PAT disagree on the proposed actions, then the District will secure an Administrative Law Judge for a hearing of the facts presented by PAT and the District and a determination of the appropriate action. The ALJ hearing will be within 10 days of the initial review meeting. The ALJ's determination on the matter presented will be final.
 - D. Final Notice to Teachers: Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required in 13.3.B and if needed final decision in 13.3.C above. Individual teachers will receive a letter of final notice of the School Board's action to place them on unrequested leave pursuant to this ULA process.
 - E. Placement on ULA: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exceptions:
 - 1) No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a "Teacher Improvement Plan" as provided for in the "Teacher Evaluation and Peer Review Process" required in M.S. 122A.40, Subd. 8. The teacher on the "Teacher Improvement Plan" would be considered least senior and be the teacher placed on ULA.
 - 2) Teachers who are qualified to teach advanced placement courses, concurrent enrollment courses, or other similar specialized courses and Teachers on Special Assignment may be held exempt from the ULA process outlined in this article at the sole discretion of the District administration.
 - 3) The District may retain a junior teacher as an exception to the seniority provisions of this article on the basis of programmatic needs if the operation of the seniority provisions would significantly impair the effectiveness of the educational program. In order to make an exception to the seniority provisions herein, the burden is on the District to demonstrate that the operation of the seniority provisions would have an adverse effect upon the educational program due to lack of particular or unique skills on the part of the senior teacher for a particular position requiring particular skills, qualifications and experience.
 - a. The exception shall not apply if the adversely affected teacher can demonstrate that the particular or unique skills required can be acquired by that teacher within the following school year. The exception allowed in this Article 13.6 also would not apply to extracurricular assignments in nonacademic areas.
 - b. The District shall notify the teacher affected, with a copy to the association, of any determination to make such exceptions to the seniority provisions of this article by February 15 of the year in which the proposed unrequested leave of absence action will occur. Upon appeal of such decision by any teacher who, as a result of such action, would be placed on unrequested leave of absence, and without said exception would not be so affected, the Superintendent shall meet with the appealing teacher within seven (7) calendar days to consider the appeal of such matter. At such meeting, the District shall present its evidence in support of the exception. The decision of the Superintendent shall be rendered in writing to the appealing teacher within ten (10) calendar days after the meeting.
 - c. If the appealing teacher is not satisfied with the decision of the Superintendent, the matter may be submitted immediately to arbitration, provided a request for arbitration is made

within seven (7) calendar days after receipt of the Superintendent's decision. The parties agree that they will engage an arbitrator to rule on the District's determination within twenty (20) calendar days after selection of the arbitrator. The arbitration process shall be consistent with the provisions of the arbitration clause of the grievance procedure, except the full cost of the arbitrator's fees and expenses, if any, shall be borne by the District.

- d. Notwithstanding the provisions of article/subdivision 13.3, if reducing a probationary teacher would prevent students from having access to effective teachers who are members of populations underrepresented among licensed teachers in the district or school, the District may retain the probationary teacher over any other probationary teacher. This exception will only be available to teachers holding Tier 3 or Tier 4 licenses, and will not be available to any teacher holding a Tier 2 or Tier 1 license.
- F. Affirmative Action Program: This section shall not apply if its application will result in any violation of the District's affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.
- G. Tie-Breaker: In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for purposes of reduction shall be at the discretion of the District based on criteria including performance, training, experience, skills in special assignments, special or advanced certifications obtained in the teacher's field and subject matter employed, and other relevant factors.
- H. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the District earned prior to the commencement of such leave.
- I. Benefits While on ULA: Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.
- J. Continuing Contract Rights and Service Credits While on ULA: The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.
- K. Annual Notification of Desire to Return: The teacher shall be required to notify the District Human Resource Director by March 1st of each year of their continued interest in being reinstated to a position for the following fall school year. Notification will be an emailed statement requesting reinstatement from the unrequested leave of absence.

13.4. Realignment

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

13.5. Dropping of License

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

13.6. Reinstatement

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

13.7. Establishment of Seniority List

- A. Preparation: The Human Resource Director shall annually cause a seniority list (by name, date of employment, qualification, and subject matter or field) to be prepared from its records by February 1 of each year. The Human Resource Department will share the seniority list with the Union President and make it available for review by teachers.
- B. Request for Change: Any teacher whose name appears on the seniority list and who may disagree with the order of seniority on the list shall have ten (10) days from the date seniority list is shared with the PAT President and made available to teachers to supply written documentation, proof, and request for seniority change to the Human Resource Director or Superintendent.
- C. Final List: Within ten (10) days thereafter, the District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the District deems warranted. A final seniority list shall thereupon be prepared by the District and shared with the Union. The final agreed upon seniority list shall become the official list and is binding on the District and any teacher.

13.8. Filing of Licenses

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

13.9. Effect

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

13.10. Resolution of Disputes

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

ARTICLE 14 - DEFERRED COMPENSATION

14. Deferred Compensation Matching Program

- A. All benefit eligible teachers as defined in Article 10.2, may participate in the District's Deferred Compensation Program. The District will match the amount the teacher is contributing up to the amounts and based on years of service in the District defined in Section 14.D. Teachers hired on or after July 1, 1998 will be eligible for the District match. Teachers who receive this District deferred compensation match will not be eligible to participate in the District's former severance program (Appendix).
- B. Eligible teachers must elect to participate in the deferred compensation program. Participation will continue at the same level until the Payroll Department is notified in writing of any change.
- C. The District will pay its matching share of FICA and TRA taxes as provided in Minnesota Deferred Compensation legislation until legislation changes.
- D. The District will match eligible teacher contributions teacher salary schedule earnings including any Career Increments based on the schedule below:
 - 0-2 years of service completed = up to 1.0%
 - 3 or more years of service completed = up to 3.0%.

The District is only responsible for the required contributions amounts. In the event of a District error in making the contributions, the District will correct the amounts contributed but is not responsible for any estimated gains or losses in the funds values. It is also the responsibility of the employee to track contributions amounts annually and notify the District promptly if the employee feels the amount contributed is incorrect, so that it can be corrected.

- E. Teachers hired prior to July 1, 1998 and who elected by June 30, 2004 can continue to participate in the Deferred Compensation program on a voluntary basis, but will not be eligible in both the Deferred Compensation and the former Severance plan. Teachers who elected to participate in this program on or before June 30, 2004 may continue with this program and cannot change back to the District's severance matching plan.

ARTICLE 15 - TEACHER EVALUATION

15.1 Evaluation

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

15.2 Procedure

All formal evaluations of teachers shall be in writing. Evaluations will be done in the District's online Teacher Development and Evaluation program. The teacher will review and sign online and may print a copy or access later online. In the event that the teacher feels the evaluation was incomplete or unjust, they may put their objections in writing within the system, which will be maintained as part of their evaluation and personnel file. If a paper system is used instead of online, then two (2) paper copies of the written evaluation shall be submitted to the teacher at the time of personal conference or within five (5) working days thereafter, one (1) to be signed and returned to the administration, the other to be retained by the teacher. The paper evaluation will be scanned and maintained within the online system. All evaluations shall be based upon valid criteria.

ARTICLE 16 - CORRECTIVE ACTION

16.1 Corrective Action

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

16.2 Grounds for Disciplinary Action

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

16.3 Opportunity to Meet

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

16.4 Subject to Arbitration

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

16.5 Suspension Without Pay

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

16.6 Suspension With Pay

The parties acknowledge that the District has the right to impose a suspension with pay as a disciplinary action under special circumstances. Such an action on the part of the District would be subject to the just cause standard as provided for suspensions without pay. The suspension with pay would have the same standing in the steps of progressive discipline as if the suspension had been without pay.

16.7 Application of Suspension Without Pay

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

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Purpose and Procedures

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

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

17.2 Representatives

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

17.3 Grievance Definition

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

17.4 Definitions and Interpretations

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

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

17.5 Adjustment of Grievance, Time Limitation and Waiver

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

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

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- D. Denial of Grievance: Failure by the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level. This shall not negate the obligation of the District to respond in writing at each level of this procedure.
 - E. Step 3 Waiver: Provided both parties agree in writing, Section 17.5.C may be bypassed and the grievance taken directly to arbitration.

17.6 Arbitration

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

ARTICLE 18 - MISCELLANEOUS

18.1 Mileage Allowance

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

18.2 Excess Automobile Liability Coverage

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

18.3 Publication of the Agreement

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

18.5 Shared Positions

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

ARTICLE 19 - ECFE AND ABE TEACHERS

19.1 Application

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

19.2 Duty Day/Duty Year

- A. Recognizing that the ECFE and ABE teachers work a nontraditional duty day and duty year, the provisions of Article 6 - The School Year, and Article 7 - The School Day, shall not be applicable except that ECFE and ABE teachers will have preparation time not less than that time provided in Article 7 proportional to their duty day (i.e., 30 minutes of non-student contact time for every hour of instructional time).
- B. Hours of assignment shall be flexible as prescribed by the District and assigned on a semester basis
- C. Procedure for the addition and reduction of hours of assignment for ECFE and ABE teachers is as follows:
 1. When the total number of hours is reduced, the reduction in hours shall be from the workload of the least senior teacher first.
 2. When the total number of hours is increased through attrition or program expansion, such increased hours will be offered in seniority order to the most senior teacher whose current assignment as an ABE or ECFE teacher is less than their entitlement. The offer of additional hours may be declined and the offer will then follow in decreasing order of seniority.
 3. "Entitlement" shall mean a level of employment/assignment equal to the highest number of hours the teacher has achieved as an ABE or ECFE teacher on regular assignment in this district, but shall not exceed one full time equivalent (1.0 FTE). Any increase of entitlement, not to exceed 1.0 FTE, shall be by mutual agreement of the teacher and the District.
 4. An ABE or ECFE teacher's measure of full-time equivalent (FTE) shall be the ratio of the hours that teacher is employed to the total hours for a 1.0 FTE during a session. Total hours for a 1.0 FTE during a session shall be the number of session days times seven and one-half (7.5) hours. Session days shall include student contact days and other days when teachers are in attendance, such as in-service days and curriculum preparation days.

19.3 Unrequested Leave of Absence and Seniority Policy

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

19.4 Salary

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

2023-24 ABE/ECFE Schedule

Step	BA	BA+10	BA+20	MA
1	\$32.77	\$33.33	\$33.89	\$35.39
2	\$33.33	\$34.54	\$35.19	\$36.69
3	\$33.89	\$35.75	\$36.50	\$38.00
4	\$34.85	\$36.31	\$37.51	\$39.01
5	\$36.44	\$37.99	\$39.27	\$40.77
6	\$37.80	\$39.63	\$41.00	\$42.50
7	\$38.74	\$41.02	\$42.80	\$44.30
8	\$39.11	\$41.96	\$44.29	\$45.79
9	\$41.03	\$42.37	\$45.22	\$46.72
10	\$41.03	\$44.45	\$45.66	\$47.16
11	\$41.03	\$44.45	\$47.91	\$49.41
12	\$41.03	\$44.45	\$47.91	\$49.41

Note: For 2023-24, the ABE/ECFE schedules above are prorated to an hourly basis from the BA to BA+20 Schedule A annual rates. ECFE teachers and ABE teachers who have earned an MA shall be paid an additional one dollar and fifty cents (\$1.50) per hour above the above the salary rate in 19.4 BA+20 lane.

2024-25 ABE/ECFE Schedule

	BA	BA10	BA20	MA
Step	Range 1	Range 2	Range 3	Range 4
1	\$ 33.92	\$ 34.50	\$ 35.08	\$ 37.08
2	\$ 34.50	\$ 35.75	\$ 36.43	\$ 38.43
3	\$ 35.08	\$ 37.00	\$ 37.78	\$ 39.78
4	\$ 36.07	\$ 37.58	\$ 38.82	\$ 40.82
5	\$ 37.72	\$ 39.32	\$ 40.64	\$ 42.64
6	\$ 39.12	\$ 41.02	\$ 42.44	\$ 44.44
7	\$ 40.09	\$ 42.46	\$ 44.29	\$ 46.29
8	\$ 40.48	\$ 43.43	\$ 45.84	\$ 47.84
9	\$ 42.47	\$ 43.85	\$ 46.80	\$ 48.80
10	\$ 42.47	\$ 46.01	\$ 47.25	\$ 49.25
11	\$ 42.47	\$ 46.01	\$ 49.58	\$ 51.58
12	\$ 42.47	\$ 46.01	\$ 49.58	\$ 51.58
13	\$ 42.47	\$ 46.01	\$ 49.58	\$ 51.58
14	\$ 42.47	\$ 46.01	\$ 49.58	\$ 51.58
15	\$ 43.72	\$ 47.26	\$ 50.83	\$ 52.83
16	\$ 43.72	\$ 47.26	\$ 50.83	\$ 52.83
17	\$ 43.72	\$ 47.26	\$ 50.83	\$ 52.83
18	\$ 43.72	\$ 47.26	\$ 50.83	\$ 52.83
19	\$ 43.72	\$ 47.26	\$ 50.83	\$ 52.83
20	\$ 44.22	\$ 47.76	\$ 51.33	\$ 53.33
21	\$ 44.22	\$ 47.76	\$ 51.33	\$ 53.33
22	\$ 44.22	\$ 47.76	\$ 51.33	\$ 53.33
23	\$ 44.22	\$ 47.76	\$ 51.33	\$ 53.33
24	\$ 44.22	\$ 47.76	\$ 51.33	\$ 53.33
25	\$ 44.47	\$ 48.01	\$ 51.58	\$ 53.58
26	\$ 44.47	\$ 48.01	\$ 51.58	\$ 53.58
27	\$ 44.97	\$ 48.51	\$ 52.08	\$ 54.08
28	\$ 44.97	\$ 48.51	\$ 52.08	\$ 54.08
29	\$ 44.97	\$ 48.51	\$ 52.08	\$ 54.08
30	\$ 44.97	\$ 48.51	\$ 52.08	\$ 54.08

Note for 2024-25: The ABE/ECFE Step 1-12 schedules above are prorated to an hourly basis from the BA to BA+20 Schedule B rates. ECFE teachers and ABE teachers who have earned an MA shall be paid an additional two dollars (\$2.00) per hour above the above the salary rate in 19.4 BA+20 lane.

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- B. Career Increment: In recognition for completed years of service in the District, ABE and ECFE teachers who have completed the required years of service shall receive an additional Career Increment payment beyond the rate specified in 19.4. The career increments are non-cumulative and do not add on to each other or compound:

- After 15 years of credited service: \$1.00 additional per hour
- After 20 years of credited service: \$1.25 additional per hour
- After 25 years of credited service: \$1.75 additional per hour
- After 28 years of credited service: \$2.50 additional per hour

Effective for the 2024-25 salary schedule, the Career Increments will be included in the schedule and are amounts over the Step 12 rate:

- After 14 years of credited service - Step 15: \$1.00 additional per hour
- After 19 years of credited service - Step 20: \$1.25 additional per hour
- After 24 years of credited service - Step 25: \$1.75 additional per hour
- After 26 years of credited service - Step 27: \$2.50 additional per hour

“Credited Service” are the years of total experience credit (including outside experience granted as part of the initial salary placement process in Art 8.4) and the years of service completed in the District. A teacher shall qualify for a career increment based on the total number of years of credited service.

- C. Step Advancement shall occur only on July 1 and requires a minimum of 90 days of contracted instructional and staff meeting days since initial placement or last advancement. Step advancement will be effective for the first check in September.
- D. Additional non-instructional time assignments, such as, curriculum writing, course development, professional development, grocery shopping, or other non-student duties that occur beyond the teacher’s normal work hours will be paid at the Schedule C-1 Curriculum Writing or Extended Employment Hourly Rate.
- E. Accordingly, the provisions of Article 8 - Basic Compensation and Article 9 - Extra Compensation and Assignment shall not be applicable; with the exception that Sections 8.3 Status of Schedule, 8.11 Deductions and 8.13 Part-Time Teachers, shall be applicable to this Article 18 for ABE/ECFE teachers.

19.5 ABE/ECFE Deferred Compensation Matching Program

- A. All ABE/ECFE teachers who are employed half-time (.5 FTE) or more, based the required years of service teaching in the St. Louis Park Public District will be eligible to participate in the matching. The District will match the amount the teacher is contributing up to the amounts defined in Section 19.5.D. District contributions will be on a pro-rata basis, based on eligibility definitions in Art 10.2 (Group Insurance).
- B. Eligible ABE/ECFE teachers must elect to participate in the deferred compensation program. Participation will continue at the same level until the Payroll Department is notified in writing of any change.
- C. The District will pay its matching share of FICA and TRA taxes as provided in Minnesota Deferred Compensation legislation until legislation changes.
- D. The District will match eligible ABE/ECFE teacher contributions based on the following schedule:
 - 0-2 years of service completed – up to \$750 per school year
 - 3 or more years of service completed - up to \$1,500 per school year.

The District is only responsible for the required contributions amounts. In the event of a District error in making the contributions, the District will correct the amounts contributed but is not responsible for any estimated gains or losses in the funds values. It is also the responsibility of the employee to track contributions amounts at least annually and notify the District promptly, if the employee feels the amount contributed is incorrect, so that it can be corrected.

- E. The deferred compensation program outlined in Article 14 shall not apply to ABE/ECFE teachers

19.6 Health Care Savings Plan

ABE/ECFE teachers who are employed half time or more shall be included in the Health Care Savings Plan (HCSP) outlined in Sections 10.8 (Health Care Savings Plan) on a prorated basis based on their FTE level and eligibility definitions in Art 10.2 (Group Insurance).

19.7 Health Insurance Eligibility

For full health insurance contributions, the eligibility will be based on the FTE or average hours scheduled per day as defined in Article 10.2 (Group Insurance)

ARTICLE 20 - DURATION

20.1 Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 and remain in effect until and including June 30, 2025 thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023 and terminating on June 30, 2025, it shall give written notice of such intent at least ninety (90) calendar days but not more than one hundred and eighty (180) calendar days prior to the termination of this contract. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

20.2 Effect

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

20.3 Finality

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

20.4 Severability

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

20.5 Signatures

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

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

Independent School District No. 283
6300 Walker Street
St. Louis Park, MN 55416




Authorized Representative



Chair



Authorized Representative



Clerk



Authorized Representative



Superintendent



Authorized Representative



Human Resource Director

Dated 1-10-2024

Dated 1-9-2024

**SCHEDULE A -
2023-24 SALARY SCHEDULE**

	Step	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA40/ Spec	EdD/ PhD
	1	45,474	46,249	47,024	48,058	49,091	51,675	52,709	53,742	55,292	56,843	58,910
	2	46,249	47,929	48,833	50,383	51,675	54,000	55,034	56,326	57,876	59,426	61,493
	3	47,024	49,608	50,642	52,709	54,259	56,326	57,359	58,910	60,460	62,010	64,077
	4	48,358	50,382	52,045	53,706	55,368	57,027	59,943	62,010	64,077	65,111	67,178
	5	50,567	52,711	54,486	56,252	58,021	59,791	63,044	64,594	66,402	68,211	70,278
	6	52,442	54,989	56,892	58,766	60,641	62,518	64,395	66,273	68,147	70,025	73,895
	7	53,749	56,916	59,379	61,246	63,228	65,202	67,191	69,180	71,167	73,154	75,485
	8	54,265	58,223	61,458	63,683	65,786	67,836	69,939	72,044	74,147	76,252	78,652
	9	56,933	58,783	62,742	65,908	68,088	70,190	72,370	74,548	76,727	78,906	81,357
	10	56,933	61,677	63,347	72,044	74,293	76,458	78,699	80,948	83,191	85,435	87,963
	11	56,933	61,677	66,470	76,391	78,783	79,912	81,066	83,383	85,695	88,009	90,614
	12	56,933	61,677	66,470	77,461	79,885	85,683	88,203	90,729	93,249	95,769	98,608
	13	56,933	61,677	66,470	77,461	79,885	85,683	88,203	90,729	93,249	95,769	98,608
	14	56,933	61,677	66,470	77,461	79,885	85,683	88,203	90,729	93,249	95,769	98,608
CI15 \$1600	15	58,533	63,277	68,070	79,061	81,485	87,283	89,803	92,329	94,849	97,369	100,208
	16	58,533	63,277	68,070	79,061	81,485	87,283	89,803	92,329	94,849	97,369	100,208
	17	58,533	63,277	68,070	79,061	81,485	87,283	89,803	92,329	94,849	97,369	100,208
	18	58,533	63,277	68,070	79,061	81,485	87,283	89,803	92,329	94,849	97,369	100,208
	19	58,533	63,277	68,070	79,061	81,485	87,283	89,803	92,329	94,849	97,369	100,208
CI20 \$1700	20	60,233	64,977	69,770	80,761	83,185	88,983	91,503	94,029	96,549	99,069	101,908
	21	60,233	64,977	69,770	80,761	83,185	88,983	91,503	94,029	96,549	99,069	101,908
	22	60,233	64,977	69,770	80,761	83,185	88,983	91,503	94,029	96,549	99,069	101,908
	23	60,233	64,977	69,770	80,761	83,185	88,983	91,503	94,029	96,549	99,069	101,908
	24	60,233	64,977	69,770	80,761	83,185	88,983	91,503	94,029	96,549	99,069	101,908
CI25 \$1800	25	62,033	66,777	71,570	82,561	84,985	90,783	93,303	95,829	98,349	100,869	103,708
	26	62,033	66,777	71,570	82,561	84,985	90,783	93,303	95,829	98,349	100,869	103,708
CI27 \$1900	27	63,933	68,677	73,470	84,461	86,885	92,683	95,203	97,729	100,249	102,769	105,608
	28	63,933	68,677	73,470	84,461	86,885	92,683	95,203	97,729	100,249	102,769	105,608
CI29 \$3000	29	66,933	71,677	76,470	87,461	89,885	95,683	98,203	100,729	103,249	105,769	108,608
	30	66,933	71,677	76,470	87,461	89,885	95,683	98,203	100,729	103,249	105,769	108,608

**SCHEDULE B -
2024-25 SALARY SCHEDULE**

	Step	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA40/ Spec	EdD/ PhD
	1	47,066	47,868	48,670	49,740	50,809	53,484	54,553	55,623	57,227	58,832	60,971
	2	47,868	49,606	50,542	52,147	53,484	55,890	56,960	58,297	59,902	61,506	63,646
	3	48,670	51,344	52,414	54,553	56,158	58,297	59,367	60,971	62,576	64,180	66,320
	4	50,051	52,145	53,867	55,586	57,306	59,023	62,041	64,180	66,320	67,389	69,529
	5	52,337	54,555	56,393	58,221	60,051	61,884	65,250	66,855	68,726	70,598	72,738
	6	54,277	56,914	58,883	60,823	62,763	64,707	66,649	68,593	70,532	72,476	76,482
	7	55,630	58,908	61,457	63,390	65,441	67,485	69,543	71,602	73,658	75,715	78,127
	8	56,164	60,261	63,609	65,912	68,089	70,210	72,387	74,566	76,743	78,920	81,405
	9	58,926	60,841	64,938	68,215	70,471	72,647	74,903	77,158	79,412	81,667	84,205
	10	58,926	63,836	65,565	74,566	76,893	79,134	81,453	83,781	86,102	88,426	91,042
	11	58,926	63,836	68,796	79,065	81,540	82,709	83,903	86,301	88,694	91,089	93,786
	12	58,926	63,836	68,796	80,172	82,681	88,682	91,290	93,904	96,512	99,121	102,060
	13	58,926	63,836	68,796	80,172	82,681	88,682	91,290	93,904	96,512	99,121	102,060
	14	58,926	63,836	68,796	80,172	82,681	88,682	91,290	93,904	96,512	99,121	102,060
CI15 \$1600	15	60,526	65,436	70,396	81,772	84,281	90,282	92,890	95,504	98,112	100,721	103,660
	16	60,526	65,436	70,396	81,772	84,281	90,282	92,890	95,504	98,112	100,721	103,660
	17	60,526	65,436	70,396	81,772	84,281	90,282	92,890	95,504	98,112	100,721	103,660
	18	60,526	65,436	70,396	81,772	84,281	90,282	92,890	95,504	98,112	100,721	103,660
	19	60,526	65,436	70,396	81,772	84,281	90,282	92,890	95,504	98,112	100,721	103,660
CI20 \$1700	20	62,226	67,136	72,096	83,472	85,981	91,982	94,590	97,204	99,812	102,421	105,360
	21	62,226	67,136	72,096	83,472	85,981	91,982	94,590	97,204	99,812	102,421	105,360
	22	62,226	67,136	72,096	83,472	85,981	91,982	94,590	97,204	99,812	102,421	105,360
	23	62,226	67,136	72,096	83,472	85,981	91,982	94,590	97,204	99,812	102,421	105,360
	24	62,226	67,136	72,096	83,472	85,981	91,982	94,590	97,204	99,812	102,421	105,360
CI25 \$1800	25	64,026	68,936	73,896	85,272	87,781	93,782	96,390	99,004	101,612	104,221	107,160
	26	64,026	68,936	73,896	85,272	87,781	93,782	96,390	99,004	101,612	104,221	107,160
CI27 \$1900	27	65,926	70,836	75,796	87,172	89,681	95,682	98,290	100,904	103,512	106,121	109,060
	28	65,926	70,836	75,796	87,172	89,681	95,682	98,290	100,904	103,512	106,121	109,060
CI29 \$3000	29	68,926	73,836	78,796	90,172	92,681	98,682	101,290	103,904	106,512	109,121	112,060
	30	68,926	73,836	78,796	90,172	92,681	98,682	101,290	103,904	106,512	109,121	112,060

CAREER INCREMENTS-for Schedules A & B:

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

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

After fourteen (14) years of experience credit (including outside experience granted as part of the initial salary placement process) a teacher shall qualify for a career increment of \$1,600 above the teacher's scheduled Step 12 salary.

After nineteen (19) years of experience credit, a teacher shall qualify for an additional career increment of \$1,700 above the teacher's scheduled salary (\$3,300 total above Step 12).

After twenty-four (24) years of experience credit, a teacher shall qualify for an additional career increment of \$1,800 above the teacher's scheduled salary (\$5,100 total above Step 12).

After twenty-six (26) years of experience credit, a teacher shall receive an additional career increment of \$1,900 above the teacher's scheduled salary (\$7,000 above Step 12).

After twenty-eight (28) years of experience credit, a teacher shall receive an additional career increment of \$3,000 above the teacher's scheduled salary (\$10,000 above Step 12).

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

**SCHEDULE C-1 -
2023-2025 MISCELLENEOUS ASSIGNMENTS**

	Assignment	2023-24	2024-25
1	Extended Employment (per hour)*	\$29.70	\$29.70
2	Curriculum Writing (per hour)	\$29.70	\$29.70
3	Homebound Instruction (per hour)	\$29.70	\$29.70
4	Required Training Daily Rate (per Day beyond 185 duty days)	\$159	\$159
5	Music Education Coordinator	\$3,353	\$3,353
6	N.C.A. Chair	\$2,637	\$2,637
7	Chemical Safety Officer	\$2,637	\$2,637
8	Photo Chemical Mix Supervisor	\$2,637	\$2,637
9	Auditorium Supervisor	\$2,261	\$2,261
10	School Webmaster	\$2,208	\$2,208
11	Assistant School Assessment Coordinator	\$2,208	\$2,208
12	Secondary Department Heads:		
	<u>Number of Teachers (Full-Time Equivalency)</u>	Release Time**	Stipend
	1.00 – 5.99 FTE (Stipend and no release)	\$2,451	\$2,451
	6.00 – 12.99 FTE	1 period per day	0
	13.00 FTE-and over	2 periods per day	0
13	Elementary Grade Level Chairs and Elementary Chairpersons in Special Ed and Non-special Ed Specialists*** (stipend w/o release) <u>Revised 2020-21 to provide BOLT and PLT stipends instead.</u>	\$2,451	\$2,451
	Pedagogical Leadership Team (PLT)	\$1,961	\$1,961
	Building Operations Leadership Team (BOLT)	\$980	\$980

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

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

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

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

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

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

SCHEDULE C-2
2023-2025 HIGH SCHOOL ATHLETIC PROGRAM SALARY SCHEDULE

ASSIGNMENT	NUMBER OF COACHES			2023-24 Stipend	2024-25 Stipend
	Boys	Girls	Joint		
Athletic Coordinator (per year)				\$4,782	\$4,782
Athletic Trainer (per year)				\$6,755	\$6,755
Baseball, Head	1			\$5,742	\$5,742
Baseball Assistant	4			\$4,310	\$4,310
Basketball, Head	1	1		\$6,755	\$6,755
Basketball Assistant	2	2		\$5,069	\$5,069
Basketball 9th Grade	2	2		\$3,378	\$3,378
Cross Country, Head			1	\$5,742	\$5,742
Cross Country Assistant			3	\$4,310	\$4,310
Football, Head	1			\$6,755	\$6,755
Football Assistant	7			\$5,069	\$5,069
Football 9 th – Head	1			\$5,069	\$5,069
Football 9th - Assistant	2			\$3,042	\$3,042
Golf, Head	1	1		\$5,380	\$5,380
Golf Assistant	1	1		\$4,034	\$4,034
Gymnastics, Head		1		\$5,742	\$5,742
Gymnastics Assistant		2		\$4,310	\$4,310
Hockey, Head	1	1		\$6,755	\$6,755
Hockey Assistant	4	2		\$5,069	\$5,069
Skiing X-C, Head			1	\$5,742	\$5,742
Skiing X-C Assistant			3	\$4,310	\$4,310
Soccer, Head	1	1		\$5,742	\$5,742
Soccer Assistant	5	4		\$4,310	\$4,310
Softball, Head		1		\$5,742	\$5,742
Softball Assistant		3		\$4,310	\$4,310
Swimming, Head	1	1		\$5,742	\$5,742
Swimming Assistant	1	1		\$4,310	\$4,310
Syn. Swimming, Head		1		\$5,742	\$5,742
Syn. Swimming Assistant		3		\$4,310	\$4,310
Tennis, Head	1	1		\$5,380	\$5,380
Tennis Assistant	1	1		\$4,034	\$4,034
Track, Head	1	1		\$5,742	\$5,742
Track Assistant	2	2	2	\$4,310	\$4,310
Volleyball, Head		1		\$5,742	\$5,742
Volleyball Assistant		2		\$4,310	\$4,310
Volleyball 9th Grade		2		\$2,871	\$2,871
Lacrosse, Head	1	1		\$5,380	\$5,380
Lacrosse Assistant	2	2		\$4,034	\$4,034
Strength and Conditioning, Head	1	1		\$5,380	\$5,380
Strength and Conditioning Assistant	2	2		\$2,871	\$2,871

SCHEDULE C-3
2023-2025 HIGH SCHOOL ACTIVITY PROGRAM SALARY SCHEDULE

ASSIGNMENT	Number of Coaches	2023-24 Stipend	2024-25 Stipend
<u>DRAMATICS</u> Full Length Play			
Winter Play Director	1	\$4,415	\$4,415
Winter Play Assistant	1	\$2,208	\$2,208
Spring Play Director	1	\$4,415	\$4,415
Spring Play Assistant	1	\$2,208	\$2,208
<u>Music Production</u>			
Head Director	1	\$5,518	\$5,518
Other Positions	4	\$2,932	\$2,932
<u>MUSIC</u>			
Concert Band Director	1	\$669	\$669
Concert Band Assistant	2	\$220	\$220
Pep Band Director	1	\$4,032	\$4,032
Pep Band Assistant	1	\$333	\$333
Freshman Band Dir.	1	\$498	\$498
Freshman Band Assistant	1	\$220	\$220
Orchestra Director	1	\$669	\$669
Orchestra Assistant	2	\$220	\$220
Vocal Director	1	\$2,590	\$2,590
Vocal Assistant	2	\$220	\$220
Jazz Ensemble Director	1	\$669	\$669
Jazz Ensemble Assistant	2	\$220	\$220
<u>OTHER</u>			
Debate Director	1	\$4,032	\$4,032
Debate Assistant	1	\$2,590	\$2,590
Speech Director	1	\$4,032	\$4,032
Speech Assistant	1	\$2,590	\$2,590
Math Team Advisor	1	\$2,590	\$2,590
Math Team Assistant	1	\$1,706	\$1,706
SADD Advisor	1	\$1,300	\$1,300
Day-One Coordinator	1	\$4,032	\$4,032
Literary Magazine	1	\$1,300	\$1,300
Student Council	1	\$5,208	\$5,208

ASSIGNMENT	Number of Coaches	2023-24 Stipend	2024-25 Stipend
Radio Station	1	\$2,590	\$2,590
Newspaper Advisor	1	\$5,208	\$5,208
Yearbook Advisor	1	\$5,208	\$5,208
Robotics	1	\$4,415	\$4,415
eSports	1	\$4,415	\$4,415
Club Sponsors	10	\$835	\$835
DECA Coordinator	1	\$5,208	\$5,208
DECA Assistant	1	\$3,060	\$3,060
Art and Tech Advisor	2	\$835	\$835

SCHEDULE C-4
2023-25 MIDDLE SCHOOL ATHLETIC PROGRAM SALARY SCHEDULE

ASSIGNMENT	NUMBER OF COACHES			2023-24 Stipend	2024-25 Stipend
	Boys	Girls	Joint		
Intramural Director (per year)			1	\$3,907	\$3,907
Equipment Manager (per year)	1	1		\$4,266	\$4,266
Basketball (6-8)					
Basketball (6-8) Head	2	2		\$3,089	\$3,089
Basketball (6-8) Assistant	3	3		\$2,737	\$2,737
Cross Country (6-8)					
Cross Country (6-8) Head			1	\$3,089	\$3,089
Cross Country (6-8) Assistant			1	\$2,737	\$2,737
Football (6-8)					
Football (6-8) Head	2			\$3,089	\$3,089
Football (6-8) Assistant	5			\$2,737	\$2,737
Golf			1	\$2,129	\$2,129
Lacrosse (6-8)					
Lacrosse (6-8) Head		1		\$3,089	\$3,089
Lacrosse (6-8) Assistant		1		\$2,737	\$2,737
Soccer (6-8)					
Soccer (6-8) Head	1	1		\$3,089	\$3,089
Soccer (6-8) Assistant	1	1		\$2,737	\$2,737
Softball (6-8)					
Softball (6-8) Head		1		\$3,089	\$3,089
Softball (6-8) Assistant		1		\$2,737	\$2,737
Swimming (Fall)					
Swimming (6-8) Head	1			\$3,089	\$3,089
Swimming (6-8) Assistant	1			\$2,737	\$2,737
Tennis					
Tennis (6-8) Head	1	1		\$3,089	\$3,089
Tennis (6-8) Assistant	2	2		\$2,737	\$2,737
Track (6-8)					
Track (6-8) Head	1	1		\$3,089	\$3,089
Track (6-8) Assistant	1	1		\$2,737	\$2,737
Volleyball (6-8)					
Volleyball (6-8) Head		1		\$3,089	\$3,089
Volleyball (6-8) Assistant		1		\$2,737	\$2,737

SCHEDULE C-5
2023-25 MIDDLE SCHOOL & ELEMENTARY ACTIVITY PROGRAMS SALARY SCHEDULE

ASSIGNMENT	Number of Coaches	2023-24 Stipend	2024-25 Stipend
MS MUSIC			
MS Band Director	3	\$441	\$441
MS Orchestra Director	3	\$441	\$441
MS Vocal Director	3	\$441	\$441
MS World Drumming	1	\$441	\$441
MS OTHER			
Technical Director	1	\$669	\$669
Newspaper Advisor	1	\$1,291	\$1,291
Yearbook Advisor	1	\$910	\$910
Student Council	1	\$1,381	\$1,381
Club Sponsor A	4	\$835	\$835
Club Sponsor B	12	\$669	\$669
ELEMENTARY ACTIVITY			
Student Council	4	\$758	\$758
Vocal Concerts	6	\$220	\$220
Instrumental Concerts	10	\$220	\$220
Club or Building Activity	5	\$758	\$758

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

ATTACHMENT D1: Model Teacher Individual Contract



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Public Schools**

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St. Louis Park Public Schools

6300 Walker St.

St. Louis Park, MN 55416

(952) 928-6000

(952) 928-6081 (Fax)

www.slpschools.org

CONTRACT FOR LICENSED STAFF

Employee Name:	[Employee Name]	Social Security No. (Last 4):	XXX-XX-
Address:		Phone:	
		Email:	

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

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

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

Hire Date:	Click or tap to enter a date.	Lane/Step:	Lane: Lane Step: Step
Start Date:	Click or tap to enter a date.	Salary:	Salary shown above is at 1.00 FTE
Position:			
Location:	Choose an item.	Date of First Check:	Click or tap to enter a date.
Supervisor:		Salary based on FTE:	
Hours/FTE:		National Board Stipend:	
Exempt/Non-Exempt:	Choose an item.		

Please review your association/bargaining unit agreement for information regarding benefits, vacation, sick time, and all other terms and conditions of employment.

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

Employees Signature: _____ Date signed: _____

Human Resources Signature: _____ Date signed: _____

This document contains important employment information. If needed, you may request this notice be provided in another language.



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EXTRA COMPENSATION/ASSIGNMENT

Employee: [Abstract]

Employee ID:

Date:

FTE:

[Abstract], a legally qualified licensed teacher who agrees to teach in the public schools of said district as licensed by the State of Minnesota.

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

Section 1. Assignment of Extracurricular Duties: The superintendent or his/her designee may assign the teacher to extracurricular assignments subject to established compensation for services that exceed the teaching or nonteaching services prescribed in the basic contract. Such assignments shall not be made without the teacher's consent except temporarily when no qualified teacher is available to take the assignment. Said extracurricular assignment may or may not appear in the individual contract. All overage payments will be paid over 19 checks (September 15 to June 15).

EXTRA ASSIGNMENT: Said extracurricular or other assignments and compensation for such assignment shall not be construed to be part of the continuing contract.

ADDITIONAL TEMPORARY ASSIGNMENT:

Position:

Additional FTE:

Start Date:

End Date:

I understand the district is offering me a temporary additional assignment over and above my regularly assigned FTE status. In consideration for accepting this additional temporary assignment, I knowingly and voluntarily waive any continuing contract rights to additional FTE status after the temporary assignment ends. I have had an opportunity to consult with my PAT Union representative or acknowledge that I have the right to do so and choose not to consult on this matter. I acknowledge that there has been no coercion by the District, School Board, Superintendent, or any other person and that this choice is made voluntarily.

Employee's Signature: _____ Date signed: _____

Human Resources Signature: _____ Date signed: _____

ATTACHMENT E: Minnesota Earned Sick and Safe Time effective January 1, 2024.

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. As a regular employee working at least four hours per day or more, the earned sick leave plan in your employee agreement is more generous than required in [Minnesota Statutes § 181.9447, subdivision 9](#) and incorporates the definitions of time off under the statute. If you are a temporary employee or an employee who is scheduled to work less than four hours per day, then you will receive the earned sick and safe leave of one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year as specified in [Minnesota Statutes § 181.9447, subdivision 9](#). A year for purposes of the employee's earned sick and safe time accrual is: July 1st to June 30th each year.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive days.

For regular full and part-time employees scheduled at least four hours per day or more, you should refer to your employee agreement about reporting sick time off. In general, you should report your time off using the district's online time off reporting system. If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, they should enter that time off request in the online time off system as far in advance as possible, but at least two days in advance. In situations where an employee cannot provide advance notice, the employee should, should report that absence as soon as possible and before the start of your shift if possible.

For temporary employees who typically work less than four hours per day or casual employees who do not work five days per week on a regular basis, if you need to request time off you should notify your supervisor to record the time off as far in advance as possible. If a temporary employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, they should notify their supervisor as far in advance as possible, but at least two days in advance. In situations where a temporary employee cannot provide advance notice, the employee should, should report that absence to their supervisor as soon as possible and before the start of the shift that day, if possible.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or <https://www.dli.mn.gov/laborlaw> or visit the department's earned sick and safe time webpage at <https://dli.mn.gov/sick-leave>

This document contains important information about your employment. Check the box at the left and give it to Human Resources or your supervisor to receive the information in this language.

Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwm. Khij lub npauv ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
Somali/Soomaali	Dokumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduuqan haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
Laotian/ລາວ	ເອກະສານນີ້ມີຂໍ້ມູນທີ່ສໍາຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິ່ງກ່ອງທີ່ຢູ່ເບື້ອງຄ້າຍເພື່ອຮັບຂໍ້ມູນນີ້ໃນພາສາລາວ.
Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito.
Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta'an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
Amharic/አማርኛ	ይህ ደብዳቤ ለአገልግሎት ለሚሰጡ አስፈላጊ መረጃ የያዘ ነው። ይህንን ደብዳቤ በስተግራ በኩል ባለው ቋንቋ ተተርጉሞ ለእንዲሰጡ ክፍሉ በዛው በስተግራ በኩል ባለው ባጥን ውስጥ ምልክት ያድርጉ።
Karen / ကညီကျိာ်	လံာ်တၢ်လံာ်မိတခါအံၤဟံၤတၢ်ဂ့ၢ်တၢ်ကျိၢ်အကါဒိၣ်လၢအတၢ်သးဒီးန့တၢ်မံးတၢ်မၤန့ၣ်လီၤ. တၢ်ဒိၣ်တၢ်အလၢအတၢ်တကၢၤလၢတၢ်ကဒီးန့တၢ်ဂ့ၢ်တၢ်ကျိၢ်လၢကျိၣ်တခါအံၤအဂီၢ်တက့ၢ်.
Arabic/العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة.

GRIEVANCE REPORT FORM
St. Louis Park Public Schools

Name_____ Building_____

Date Grievance Occurred:_____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated:_____Signature of Grievant_____

APPENDIX – Contract provisions that apply to some active teachers hired before specified dates

FORMER ARTICLE 8 - Section 9 Annuity Plan

A8.9 Tax-Sheltered Annuity (Applies to teachers hired prior to July 1, 1998)

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

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

The District is only responsible for the required contributions amounts. In the event of a District error in making the contributions, the District will correct the amounts contributed but is not responsible for any estimated gains or losses in the funds values. It is also the responsibility of the employee to track contributions amounts at least annually and notify the District promptly if the employee feels the amount contributed is incorrect, so that it can be corrected.

FORMER ARTICLE 14 - SEVERANCE PAY

A14.1 Eligibility (Applies to teachers hired prior to July 1, 1998) Also see the 2015 MOA on Teacher Severance Options for specific application.

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

A14.2 Number of Days

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

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

-Or-

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

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

choice of options as provided in Subdivision 1 hereof within the time limits as provided, the teacher shall be deemed to have selected Option B.

A14.3 Daily Rate of Pay

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

A14.4 Payment

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

The District's annual contribution into the employee's Traditional 403b custodial account or other tax-sheltered provision pursuant to Minn. Stat. § 356.24 and provisions of the Internal Revenue Code shall not exceed the annual IRS contribution limit for such contributions. No part of the severance payment will be made to a Roth 403b plan or other plan requiring the payment of additional payroll deductions, such as, FICA, TRA, PERA, etc.. If any part of the severance pay due to the employee exceeds the IRS contribution limits for a given year, any such amount shall be paid to an account on behalf of the employee for a health care savings plan as agreed upon by the District and the exclusive Representative for such plans pursuant to the provisions of Minn. Stat. § 356.24, consistent with IRS limitations and consistent with the payment schedule as provided in Article 14 of the collective bargaining agreement.

A14.5 Limitations

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

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

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

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

A14.6 Application

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

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

-
- C. Teachers who do not meet the February 1 deadline but do meet the March 1 resignation deadline shall be second in eligibility. They shall receive full benefits if the dollar limitation in Section 14.5.1 has not been exceeded by the teachers in Section 14.6.1 or 14.6.2.
 - D. Teachers who do not meet the March 1 deadline but do resign before the 4th Monday in July shall be third in eligibility. They shall receive full benefits if the dollar limitation in Section 14.5.1 has not been exceeded by the teachers in Section 14.1, 14.2 or 14.3.
 - E. Teachers who resign after the 4th Monday in July shall be eligible for the benefits of Article 14 along with teachers who resign and are eligible in the following school year.
 - F. If a teacher becomes disabled and eligible for long-term disability after submitting a resignation pursuant to the March 1 date, but prior to the end of the school year, the teacher has the right to withdraw said resignation, up until the last duty day of the school year.

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

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

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MEMORANDA AND ADDITIONAL INFORMATION

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

- Teacher and Student Safety 2023-2025
- ATPPS 2023-2025
- Clarification of Special Education Teacher Workday 2023-25
- LETRS Training Incentive 2023-25
- Elementary Building Hours 2023-2025
- Special Education Teacher Workday Guidelines 2023-25
- Schedule C1 - Lunchroom Supervision beyond Regular Duty Day
- Schedule C1 – Kids Voting Coordinator



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



TEACHER AND STUDENT SAFETY 2023-2025

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

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

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

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

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

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

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

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

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

This MOU will run concurrent with the 2023-25 contract between PAT and the District.

Signatures:

For the District:

By: Kate Nagumi
Superintendent

By: Richard Feyer
Human Resource Director

Date: 1-9-2024

For PAT:

By: Nathanael Tapp
PAT President

Date: 1-10-2024



ST. LOUIS PARK TEACHER PROFESSIONAL PAY SYSTEM AGREEMENT

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

The terms of this Agreement are as follows:

ARTICLE I. AUTHORITY

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

Section 2. Informational Summary:

Subd. 1. What is ATPPS:

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

A system which is based on:

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

A system which incorporates many aspects of our current program

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

Subd. 2. What ATPPS is not:

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

ARTICLE II. SCOPE OF AGREEMENT

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

Section 2. Contingency:

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

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

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

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

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

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

ARTICLE III. TEACHER PROFESSIONAL PAY SYSTEM

Section 1. Schedules:

Subd. 1. Professional Pay System Schedules are attached and incorporated by reference effective starting July 1, 2021. See Appendix 2.

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

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

Section 2. Advancement Through the Career Ladder:

Subd. 1. Probationary Teachers:

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

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

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

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

- d. Leadership Positions: Only Career II teachers or teachers deemed to be the equivalent will be eligible to hold Leadership Positions under the provisions of the SLPATPPS.

ARTICLE IV

SLP ATPPS DISPUTE RESOLUTION

Section 1. Limitations:

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

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

Section 2. Procedures:

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

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

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

Signatures:

For the Association:

By: 
PAT President

For the School District:

By: 
Superintendent

By: 
Human Resource Director

Date: 1.10.2024

Date: 1-9-2024

APPENDIX 1 – ATPPS PROCESS AND PROCEDURES

Subd. 1. Teacher Responsibilities Summary:

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

Subd. 2. Process:

a. Step One:

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

b. **Step Two:**

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

c. **Step Three:**

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

d. **Step Four:**

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

e. **Step Five:**

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

f. Step Six:

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

Subd. 3. Professional Development Observations and Peer Review

Pre-Observation Conference

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

Peer Observation

- a. At the teacher pre-arranged time, the observer (or observers) comes to the teacher's classroom or work area.
- b. The lesson/learning activity takes place
- c. The observer notes those aspects of the lesson which were discussed in the pre-observation conference and makes notes that will be helpful in the post-observation conference
- d. The observer may also notice other aspects of the lesson which could be helpful to the teacher or that were helpful to the observer
- e. No discussion need be held at this time-at the discretion of the teacher/observer
- f. Culturally Relevant Literacy Coaches may observe teachers outside of the standard three (3) observations, by request from teacher or as part of coach's practice in the building.

Post-Observation Conference

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

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

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

APPENDIX 2 – ATPPS PAYMENTS 2023-24 and 2024-25

St. Louis Park ATPPS Stipends and Special Circumstances

	Attaining Site Goal	CARE Team Plan Cycle 1	CARE Team Plan Cycle 2	Observation Coaching
Full Stipend (1.0 FTE max)	\$200 if Site meets or exceeds the building level ATPPS goal for the year.	\$350 if the teacher completes all components of the CARE Team Plan including writing the researchable questions and getting sign offs and writes a reflection	\$350 if the teacher completes all components of CARE Team Plan including writing the researchable questions and getting sign offs and writes a reflection.	\$1,100 the teacher must complete three observations and be proficient on all subdomain items to receive stipend
Approved Leave of Absence (maternity, military, medical, or other approved leave)	Pro-rated stipend based on % of time spent in the district during the school year + paid leave (EE% of 185 duty days)	Pro-rated stipend based on % of time spent in the district during the school year + paid (EE% of 185 duty days)	Pro-rated stipend based on % of time spent in the district during the school year + paid (EE% of 185 duty days)	Stipend pro-rated based on number of observation cycles completed and proficiency
Departing/Entering (coming or going part year)	Pro-rated stipend based on % of time spent in the district during the school year + paid leave (EE% of 185 duty days)	Pro-rated stipend based on % of time spent in the district during the school year + paid (EE% of 185 duty days)	Pro-rated stipend based on % of time spent in the district during the school year + paid (EE% of 185 duty days)	Stipend pro-rated based on number of observation cycles completed and proficiency
Part-time Position (full year but less than 1.0 FTE)	Pro-rated Stipend based on FTE allotment	Pro-rated Stipend based on FTE allotment	Pro-rated Stipend based on FTE allotment	Pro-rated stipend based on FTE allotment. Must complete three observations and be proficient on all items to receive stipend

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

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

APPENDIX 3 – Comparison of ATPPS and TDE Components

Comparison of TDE and ATPPS Components

TDE Component ATPPS Component		
Peer Observation	x	x
CARE Team Plan	x	x
Student Engagement Survey and Reflection	x	
Principal or Administrator Observation	x ● Probationary all three years ● Tenured at least every three years – 2-3 pieces of evidence per component or domain	
District Goal	x	
Building Goal	x (same goal as ATPPS)	x



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

INCENTIVE FOR LETRS TRAINING

The Minnesota Reading to Ensure Academic Development (READ) Act

Minnesota Reading to Ensure Academic Development Act, known as the READ Act, was passed and signed into law by Governor Tim Walz on May 24, 2023. The goal of this legislation is to have every Minnesota child reading at or above grade level every year, beginning in kindergarten, and to support multilingual learner and students receiving special education services in achieving their individualized reading goals. The READ Act replaces Read Well by Third Grade (RWBTG) and is in effect as of July, 1, 2023.

Professional Development Requirements in The READ Act

Beginning July 1, 2024, each district must provide teachers and instructional support staff with responsibility for teaching reading with training on evidence-based reading instruction that is approved by the Department of Education.

District staff required to complete approved professional development include:

- intervention teachers working with students in grades K-12;
- all classroom teachers of students in kindergarten through grade three and children in prekindergarten programs;
- special education teachers;
- curriculum directors;
- instructional support staff who provide reading instruction; and
- employees who select literacy instructional materials for a district.

All other teachers and instructional staff required to receive training under the Read Act must complete the training no later than July 1, 2027.

St. Louis Park Public Schools and the Park Association of Teachers want to encourage teachers to take LETRS training and will offer the following incentives during the 2023-24 and 2024-25 school years of this contract.

- A) For teachers who had previously taken LETRS 3rd edition or newer training prior to the passage of the READ Act, paid for the course themselves and who had a passing score of 80% or higher, these teachers will be granted the equivalent of four (4) college credits from the District toward a lane change. If the teacher is already at the MA 40 lane or higher, the teacher can request a one-time payment of \$800.
- B) For teachers who signed up for the MDE sponsored LETRS training in 2022-2023, these teachers will be granted four (4) college credits toward a lane change if they have not already submitted the CEUS for the course and used them for a lane change under Article 8.7 Professional Growth Credits. If the teacher is already at the MA 40 lane or higher, the teacher can request a one-time payment of \$800. As this was a new



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program for the teachers signing up first, the credits or stipend will be available to teachers even if the district provided release time or other supports to encourage this first round of training.

- C) For teachers who sign up for LETRS during the 2023-25 school years through the SLP online licenses and who complete this training with a passing score of at least 80%, these teachers will be granted four (4) college credits toward a lane change. If the teacher is already at the MA 40 lane or higher, the teacher can request a one-time payment of \$800. Teachers who sign up through SLP and are provided a paid license to complete the LETRS training, must complete the LETRS training outside of the duty day or duty year, to receive credits or the stipend. The training also will count toward teacher license renewal CEUs.
- D) For teachers who sign up for LETRS through and approved LETRS provider (Lexia, MDE, Mankato State, etc.) after July 1, 2023 on their own and pay for the course themselves, if the course is offered for college credit through that institution, then the teacher will not also be eligible for the four (4) college credits toward a lane change or \$800 stipend. The college level credits earned by the institution may be applied for a lane change.

If the course was offered for CEUs and not college level credits, then these teachers upon completion with a passing score of at least 80% will be granted the four (4) college credits toward a lane change. If the teacher is already at the MA 40 lane or higher, the teacher can request a one-time payment of \$800. Teachers who sign up through at another provider, must complete the LETRS training outside of the duty day or duty year, to receive credits or the stipend. The training also will count toward teacher license renewal CEUs.

Other forms of training designated in the Read Act, such as, CARIALL, CORE or other courses will not qualify for the four (4) college credits equivalent offered by the District or the \$800 stipend as part of this MOA. Other appropriate training, will continue to qualify towards a lane change as provided in Article 8 Basic Compensation and for the processing of approved college credits and under Article 8.7 Professional Growth Credits in the teacher contract.

The \$800 stipends will typically be paid on the last check in June in the year in which the teacher completes the approved LETRS training course with the passing score of at least 80%.

The District will provide information to PAT and teachers on how to access LETRS training. Teachers may contact Freida Bailey to get more information about LETRS training.

This Memorandum of Agreement will be in effect throughout the duration of the 2023-25 contract and until such time as a successor agreement is reached.

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

For the District:

By: Richard Keyser
Its: Human Resource Director
Date: 1-9-2024

For the Union:

By: Nathan Targ
Its: President Local 7255
Date: 1.10.2024

Additional information regarding the READ Act can be found in the appendix attached to this MOA and at the MDE website: <https://education.mn.gov/MDE/dse/READ/>



Appendix: Other Information regarding LETRS Training and Process.

1. What is LETRS training? Is there a description of what it is and how much time?

LETRS is a professional learning course for instructors of reading, spelling, and related language skills. It is not an instructional program for students. It provides educators with in-depth knowledge and tools that they can use with any reading program.

LETRS includes:

- Theoretical and research bases for teaching students how to read, write, and use language in academic settings.
- Many generic activities and techniques for successful instruction.
- Fundamental and technical topics in literacy, including the process of learning to read and write:
 - the cognitive skills of readers
 - the subtypes of reading difficulty
 - the structure of the English language
 - the components of effective instruction
 - instructional practices best supported by research.

LETRS through SLP is an online self-paced program and staff has a year from the day of log-in to complete the course. MDE or other providers may have other options or pacing that meet the READ Act requirements for LETRS training.

2. As an SLP teacher is LETRS training available to me?

There are phases in training. In 2023-24 the District is able to offer nine (9) licenses at each elementary school elementary teachers and building administrators.

3. Where do we sign up?

Building principals work with staff who are interested and enter the participant information on a District LETRS Google spreadsheet. This will be converted to Courses in Vector PD Tracking and will ultimately show up on a teachers transcript in PD Tracking.

4. How do we access this training?

Training is self-paced and people who receive a license at their site, will receive an email from the company to share how to log in with a password.

5. Who in the District can we contact for more information about LETRS?

You can contact, or building administrators or Freida Bailey with questions.

6. Can we choose whether we take the credits or get the \$800 stipend?

At this time the default would be that for teachers who are on the Teacher Salary Schedule and below MA Lane 40, would receive four (4) college credits. Teachers already on the MA40 lane or higher could request the \$800 one time stipend. ABE/ECFE with a different salary schedule will work with Human Resources and may request the credits or stipend.



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7. Will this be something that I can do anytime or is there some end date?

The district will follow the READ Act timeline and prioritize available training to teachers in Phase 1. Also this MOA will be part of the 2023-25 Teacher Contract. The MOA would need to be renewed to provide an incentive past June 30, 2025.

Professional Development Phase 1: Required staff and completion dates

Complete by	Role/Title	Grade
July 1, 2025	PreK Classroom Teachers (Early Childhood PD option)	PreK*
	K-3 Classroom Teachers	K-3
	Reading Intervention Teachers	K-12
	Special Education Teachers responsible for reading instruction	PreK-12
	Curriculum Directors	PreK-5
	Instructional support staff who provide reading support	PreK-5
	Employees who select literacy instructional materials for a district	PreK-5

**PreK teachers (Part B) include Voluntary Pre-Kindergarten/School Readiness Plus, Early Childhood Special Education responsible for early literacy/reading instruction, and School Readiness*

Professional Development Phase 2: Required staff (all other teachers responsible for reading instruction) and completion dates

Complete by	Role/Title	Grade
July 1, 2027	Classroom Teachers responsible for reading instruction	Grades 4 -12
	Teachers who work with English learners	PreK-12
	Teachers who work with students who qualify for the graduation incentives program under section 124D.68.	K – Age 21
	Instructional support staff who provide reading support	Grades 6-12
	Curriculum Directors	Grades 6-12
	Employees who select literacy instructional materials for a district	Grades 6-12



**St. Louis Park
Public Schools**

Achieving success, one student at a time!

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

CLARIFICATION OF SPECIAL EDUCATION TEACHER WORK DAY

In addition to the contract language in Article 7 – School Day in the 2023-25 Teacher Contract, the following is further guidance on the assignment of Special Education teachers and the responsibility of Special Education teachers for student contact and non-contact time during the teachers' duty day and week. These guidelines are binding on the District and Teachers during the 2023-25 Contract and will be discussed during Meet and Confer to make adjustments and clarifications as situations arise throughout the school year.

SPECIAL EDUCATION TEACHERS

Time For Due Process

A. As part of the non-student contact time in Article 7.4, full time special education teachers shall be entitled to a minimum thirty (30) minute block of time (pro-rata for part time teachers) on student days in order to meet the requirements of their professional responsibilities related to due process. It is recognized that this block of time is not an individual planning time and may be occasionally interrupted due to student emergencies. Additional time may be provided with the approval of the appropriate administrator.

B. If there is time available and the professional development is not relevant for the special education teacher, as determined by the Director of Student Services or Student Services Supervisor, in consultation with the building principal, then special education teachers/providers may be provided designated time on professional development days to complete due process compliance requirements and/or meet with other special education teachers/providers.

Additional Compensation for Duties Outside the Duty Day

Special education teachers who are required to attend special education due process meetings outside the duty day, and have received prior approval from their supervisor/principal, will be compensated at the Extended Employment rate of pay or provided with flexible scheduling options.



Special Education Caseload review

To address situations where special education teachers/providers must use their preparation and/or own time to meet caseload, assessment and due process mandates, the following protocol will be used:

- A. Supervisor of Student Services shall meet with the special education teacher/provider to discuss workload. The special education teacher will be required to outline workload and what is requiring time during planning time or additional time outside the workday;
- B. Supervisor of Student Services, the special education teacher/provider, and the administrator review workload analysis and brainstorm/recommend solutions to address the immediate situation;
- C. If a mutually satisfactory solution to the workload issue cannot be found, then the case may be referred to the Director of Student Services to determine if pay for lost preparation time is warranted or other solutions to address the issue.

This Memorandum of Understanding will be in effect throughout the duration of the 2023-25 contract and until such time as a successor agreement is reached.

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

For the District:

By: Richard Meyer
Its: Human Resource Director
Date: 1-9-2024

For the Union:

By: Nathan Togni
Its: President Local 7255
Date: 1.10.2024



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



ELEMENTARY BUILDING HOURS 2023-2025

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

WHEREAS, the School District recently changed the start times for elementary schools in 2020-21 school year and that required a change in the previous agreements about designating building hours and staff time in the work day;

WHEREAS, the School District and Union are interested in designating the specific hours for the four Elementary School Buildings for the 2023-24 and 2024-25 school years pursuant to Article 7.1 (School Day, Building Hours);

WHEREAS, the School District and Union are interested in defining the specific hours for the Elementary School Meetings pursuant to Article 7.2 (School Day, Additional Activities);

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

1. The building hours for the four Elementary Schools shall:
 - a. Be modified to accommodate a weekly all-teacher Professional Development, CARE Team (Collaborative Action Research for Equity), for the purposes of discussing students and interventions, and Faculty Meetings;
 - b. Be 7:20 a.m. to 3:35 p.m., exclusive of lunch, on Wednesdays;
 - c. Be 7:20 a.m. to 3:05 p.m., exclusive of lunch, on Fridays;
 - d. Be 7:20 a.m. to 3:20 p.m., exclusive of lunch, on Mondays, Tuesdays, and Thursdays; and
2. In the event the weekly all-teacher meetings are terminated through mutual agreement between the parties at any of the schools prior to the end of the 2022-23 school year, the building hours for that Elementary School shall be 7:20 a.m. to 3:20 p.m., exclusive of lunch, Monday through Friday.
3. Although, the Superintendent has discretion to modify hours for individual buildings, the Superintendent cannot unilaterally further modify the hours of Elementary Schools over the duration of this MOU.
4. Any disputes regarding this agreement will be handled through the grievance process provided for in the CBA.

This Memorandum of Agreement will begin for the 2023-24 school year and be in effect throughout the duration of the 2023-2025 contract and until such time as a successor agreement is reached.

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

Signatures:

For the District:

By: 

Its: Human Resource Director

Date: 1-9-2024

For PAT:

By: 

Its: President Local 7255

Date: 1.10.2024



St. Louis Park Public Schools

MEMORANDUM OF AGREEMENT

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

ADDITION TO SCHEDULE C ASSIGNMENTS

WHEREAS, the Saint Louis Park Public Schools (District) and Park Association of Teachers (PAT) have a negotiated a master collective bargaining agreement for 2023-25 that covers extracurricular assignments in a Schedule C appendix;

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

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

THEREFORE, the parties agree to amend Schedule C of the 2023-25 contract effective for 2023-24 and 2024-25 school years by continuing this Schedule C assignment:

1. A Lunchroom Supervision when assigned outside the teacher's contractual FTE duty time, will be paid at a stipend rate for \$24/hour or \$12 per half hour lunch room supervision assignment. Human Resources will calculate the number of lunch periods assigned and create a Schedule C stipend assignment to cover the anticipated lunch periods that will be covered by the teacher that semester. The stipend would be reduced if the teacher went on an extended leave during that period. The stipend be increased if assigned a second, third, or fourth lunch period for the remainder of the semester.
2. The teacher will not receive a pay deduction in this stipend for daily absences.
3. The stipend will recalculated and a HR will create a new assignment, if the teacher later is assigned and agrees to a second, third, or fourth lunch period for the remainder of the semester.

This term of this Memorandum of Agreement will run concurrent with the 2023-2025 PAT contract and until a successor contract is approved.

For the District:

By: Richard Meyer

Its: Human Resource Director

Date: 1-9-2024

For the Union:

By: Nate Tye

Its: President Local 7255

Date: 1.10.2024



MEMORANDUM OF AGREEMENT

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

ADDITION TO SCHEDULE C ASSIGNMENTS

WHEREAS, the Saint Louis Park Public Schools (District) and Park Association of Teachers (PAT) have a negotiated a master collective bargaining agreement for 2023-25 that covers extracurricular assignments in a Schedule C appendix;

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

THEREFORE, the parties agree to add this Schedule C assignment for Kids Voting Coordinator. The Kids Voting Coordinator stipend will be a total of \$2,080 for this activity. The District anticipates that there will be one districtwide Kids Voting Coordinator reporting to the Communications Director.

This term of this Memorandum of Agreement will run concurrent with the 2023-25 PAT contract.

For the District:

By: Richard Meyer
Its: Human Resource Director
Date: 1-9-2024

For the Union:

By: Math Tey
Its: President Local 7255
Date: 1.10.2024



DESCRIPTION DUTIES: Kids Voting Coordinator

Position Summary

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

Role of Kids Voting Coordinator(s):

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

Compensation

Expected commitment is approximately 80 hours per school year. The stipend of \$2,000 annually is available for individual(s) who successfully perform the duties and responsibilities as listed above. If an SLP hourly employee is appointed or assigned this duty, they would receive their rate of pay up to \$2,080 for the year.

Reports to: Director of Communications

