

2021 - 2023

AGREEMENT BETWEEN

**SAINT PAUL PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 625**

And

**ASSOCIATION OF SUPERVISORY
AND ADMINISTRATIVE PERSONNEL**

July 1, 2021 through June 30, 2023





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

Jim Vue	Chair
Jessica Kopp	Vice-Chair
Chauntyll Allen	Clerk
Uriah Ward	Treasurer
Jeanelle Foster	Director
Zuki Ellis	Director
Halla Henderson	Director

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ARTICLE 1. PURPOSE

SECTION 1. PARTIES. This Agreement, entered into between the Board of Education of Independent School District No. 625, Saint Paul, Minnesota (hereinafter referred to as the Board), and the Association of Supervisory and Administrative Personnel (hereinafter referred to as the ASAP), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as PELRA), has as its purpose the provision of the terms and conditions of employment for those employees in the unit defined in Article 3 for the duration of this Agreement.

ARTICLE 2. RECOGNITION

SECTION 1. RECOGNITION. In accordance with the provisions of PELRA and as certified by the Bureau of Mediation Services (B.M.S.), State of Minnesota, Case Number 81-PR-984-A, March 20, 1981, the Board recognizes the ASAP as the exclusive representative of supervisory employees in the appropriate unit as defined in Article 3, Section 3.

SECTION 2. JURISDICTION. For the purposes of this Agreement, the ASAP is the only exclusive representative of those ASAP Members defined in this Agreement and in PELRA as members of the appropriate unit, and shall have those rights and duties prescribed by PELRA and this Agreement so long as it is properly certified as the exclusive representative by the B.M.S. of the State of Minnesota.

ARTICLE 3. DEFINITION OF TERMS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT. "Terms and Conditions of Employment" shall be those indicated in Minnesota Statute (M.S.) § 179A.03, Subdivision 19.

SECTION 2. ADMINISTRATORS OR SUPERVISORY EMPLOYEES shall mean all and only members of the appropriate unit as defined in Section 3 following.

SECTION 3. APPROPRIATE UNIT. The appropriate unit shall consist of all and only those defined herein as follows:

All professional licensed and non-licensed employees of Independent School District No. 625 who are employed for more than one hundred (100) days per year, excluding all employees employed under Civil Service regulations and superintendents, and assistant superintendents, principals and assistant principals, confidential employees and other positions designated as being in the Superintendency.

Any dispute between the parties arising over the inclusion or exclusion of new positions or positions with new responsibilities in the appropriate unit as defined in Article 3, Section 3, shall be referred to the B.M.S. for resolution.

ARTICLE 3. DEFINITION OF TERMS (continued)

SECTION 4. SUPERINTENDENT. "Superintendent" shall mean the Superintendent of Schools or representative(s) designated by the Superintendent.

SECTION 5. DAYS. "Days" shall mean duty days except where otherwise expressly designated.

SECTION 6. DUTY WEEKS. "Duty Weeks" shall mean those weeks when ASAP Members are expected to be on duty providing their contractual services.

SECTION 7. CONTRACT YEAR. The typical contract year for positions in this unit may be ten (10), eleven (11) or twelve (12) calendar months. Holidays and vacations are set forth in Article 7, Section 3.

SECTION 8. BOARD. "Board" shall mean the Board of Education of Independent School District No. 625 and/or its designated official(s).

SECTION 9. ASAP. "ASAP" is defined as the Association of Supervisory and Administrative Personnel.

SECTION 10. PARTIES. "Parties" shall mean the Board and the ASAP.

SECTION 11. PELRA is defined as the Public Employment Labor Relations Act of 1971, as amended.

SECTION 12. OTHER TERMS. Terms not defined in this Agreement shall have those meanings as defined in PELRA.

SECTION 13. Equivalent Position. "Equivalent position" is a position in the same subject or expertise that the ASAP employee held prior to the promotional probationary position.

ARTICLE 4. RIGHTS AND RESPONSIBILITIES

SECTION 1. Nothing contained herein shall be construed to limit, impair or affect those rights or responsibilities referred to in PELRA as they apply to the parties or individuals affected by this Agreement.

SECTION 2. NEGOTIATING RIGHTS. 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 employers, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel as outlined in PELRA, M.S. §179A.07, Subd. 1 and 2.

SECTION 3. MANAGERIAL RESPONSIBILITIES. The Board has the right and obligation to efficiently manage and conduct the operation of the District within its legal limitations and to adopt, repeal or modify policies, rules, and regulations insofar as such actions are not inconsistent with the terms of this Agreement.

ARTICLE 5. PROFESSIONAL GROWTH AND RESILIENCE

SECTION 1. The parties recognize that professional growth is an inherent continuing obligation of members of a management team. To that end, professional employees shall avail themselves of opportunities for improving their skills. Professional reading, participation in the professional activities of professional organizations, formal and informal study, workshops, in-service training courses, and community activities are examples of the kinds of involvement expected of ASAP Members that are encouraged by the Board.

SECTION 2. ALLOWABLE EXPENSES. Within the limits stated in this Section, funds shall be provided to pay the costs for professional memberships, **or licenses**, attendance at national or regional conventions, workshops, clinics or other meetings approved by the Superintendent. Such meetings shall be in areas of relevance to the contractual responsibilities of the individual and subject to the approval of the Superintendent. "Costs for attendance" shall mean registration fees, lodging, food, internet access, and travel. Expenses to be reimbursed shall be properly documented using the appropriate voucher form in accordance with District regulations.

Subd. 1. Allowances for Professional Memberships, Conventions, Workshops, or other Professional Meetings. For member of this bargaining unit an amount not to exceed \$2,750 per year shall be made available for each member of the bargaining group.

An ASAP Member may carry forward from the one contract year to the next, the full individual allowance, or a part thereof which remains unused. Such carryover amount shall be added to the allowance available for the subsequent contract year. The maximum individual allowance available (including any carry over) cannot exceed \$4,000 per contract year. **Due to numerous pandemic restrictions that have prevented members from using their professional growth funds, the restriction on carry over will be eliminated for the duration of this contract (July 1, 2021-June 30, 2023). Any monies in excess of \$4,000 after June 30, 2023 will be forfeited by the employee.**

SECTION 3. OTHER MEETINGS

Subd. 1. Attendance of ASAP Members at other professional meetings with or without loss of pay and with or without expenses may be granted at the discretion of the Superintendent.

Subd. 2. ASAP Members who are selected or elected to serve on regional, state or national professional association committees, boards, or as officers shall be granted the time necessary to perform these duties without loss of rights and benefits, subject to the approval of the Superintendent.

ARTICLE 6. COMPENSABLE LEAVE

SECTION 1. SICK LEAVE. ASAP Members shall be eligible for up to fifteen (15) days of sick leave per year, applied as .0577 hours accrued for every hour paid. ASAP Members working a schedule less than twelve (12) months receive a prorated amount of sick leave based on the same accrual rate of .0577 per hour.

Subd. 1. ASAP Members shall accumulate the unused portion of current sick leave at full pay.

Subd. 2. Any sick leave claim shall be subject to the approval of the Superintendent as to the validity of the circumstances upon which the claim is based. The ASAP Member shall, if requested, furnish such certificates and evidence of facts as may be required for verification.

Subd. 3. Sick leave with pay shall not be granted for illness or disability during some other type of leave.

Subd. 4. Sick leave with pay shall be granted for the following specified allowable uses:

4.1 Personal Illness: ASAP Members may use accumulated sick leave for hours off due to personal illness. Accumulated sick leave may also be granted for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.

4.2 Family Leave: Up to one hundred twenty (120) hours of accumulated sick leave may be used in a work year to allow the employee to care for and attend to the illness or injury of his/her child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent or regular member of the employee's household, unless otherwise in accordance with Minnesota Statue § 181.9413.. These hours when used are deducted from sick leave.

4.3 Adoption Leave and Father with Newborn Child. Up to thirty (30) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly-adopted child or for a father with a newborn child. Use of these thirty (30) days does not need to occur consecutively. The thirty (30) days of sick leave for fathers of newborns must be used within six (6) **months** surrounding the birth of the child. For adoption the thirty (30) days of sick leave may be used for adoption processes or up to six (6) **months** during and following the adoption.

Subd. 5. Sick Leave Conversion: Effective January 1, 2004, employees who have and maintain a minimum of 180 days (1440 hours) of accumulated sick leave, may convert such sick leave days in excess of 180 (1440 hours) to vacation time within the following limitations:

- Conversion shall be on a two-for-one basis.
- No more than twenty (20) days (160 hours) of sick leave may be converted for ten (10) days (80 hours) of vacation time in any one year.
- No sick leave days may be converted to vacation which would result in less than 180 days (1440 hours) of accumulated sick leave remaining.
- Sick leave days can be converted to vacation days only when actually so used, and cannot be converted for carryover or for cash payment.
- Written application for such conversion is subject to the approval of the Superintendent as to the scheduling of vacation time.

ARTICLE 6. COMPENSABLE LEAVE (continued)

SECTION 2. BEREAVEMENT LEAVE. A leave of absence with full, regular pay, not to exceed five (5) days, shall be granted because of the death of an employee's spouse, child or step-child, parent or stepparent, and regular members of the immediate household. Up to three (3) days shall be granted because of death of other members of the employee's immediate family. Other members of the immediate family shall mean sister or step-sister, brother or step-brother, grandparent, grandchild, parent-in-law, son-in-law or daughter-in-law. Leave of absence for one (1) day shall be granted because of death of other close relatives. Other close relatives shall mean uncle, aunt, nephew, niece, brother-in-law and sister-in-law.

Travel Extension: If an employee is required to travel beyond a two-hundred (200) mile radius of Saint Paul for purposes related to eligible bereavement leave, two (2) additional days of sick leave may be used. Employee, if requested shall provide the Human Resource Department verification of the funeral location outside of Saint Paul.

SECTION 3. QUARANTINE/CATASTROPHIC DISASTER LEAVE. Employees will be provided up to a maximum of ten (10) days paid leave of absence for quarantine by a health officer due to a contagious disease. The same will be provided for a catastrophic disaster that occurs at the employee's school and/or community which causes the closure of the school District or the employee's worksite.

3.1 The ten (10) days of leave as defined in the paragraph above only applies for the duration of the current collective bargaining agreement. Should the contract end date reach expiration and a new collective bargaining agreement is not in place, the 10 days from the prior agreement are no longer available. Any future use of time as defined in the above paragraph must be utilized from a subsequent collective bargaining agreement.

SECTION 4. COURT CASES. Any ASAP Member who is duly subpoenaed as a witness in any case in court shall be entitled to leave with pay for that purpose provided that the ASAP Member is not a party in the case, and provided that the case is not the result of litigation undertaken by the ASAP Member or the Association of Supervisory and Administrative Personnel (ASAP) against the District. Any fees that the ASAP Member shall receive from the court for such service shall be paid to the District. In cases where the Board is a party in the litigation, the ASAP Member shall be entitled to pay while attending as a witness at the request of the Board or as a defendant in the case. Such leave shall not be subtracted from sick leave.

ARTICLE 6. COMPENSABLE LEAVE (continued)

SECTION 5. PROFESSIONAL LEAVE. ASAP Members may be excused for professional reasons without loss of pay after written application to and approval by the Superintendent. The purpose of such leave must be for the benefit of the Saint Paul Public Schools and the written request must be submitted not later than one (1) week in advance of the date of the requested leave. The number of ASAP Members requesting leaves and the number of days of leave requested shall be considered in granting or denying requests.

SECTION 6. REQUIRED JURY DUTY. Any ASAP Member who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the ASAP Member paying to the Board any fees received minus travel allowance, for such jury service. If so requested by the Superintendent, the ASAP Member shall request excuse from jury duty.

SECTION 7. WORK-RELATED INJURIES. An ASAP Member who is injured in the course of carrying out duties and responsibilities as an employee of the Board, shall be granted leave without loss of pay for a period not to exceed five (5) days. If such injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Such leave granted shall not be deducted from the ASAP Member's accumulated sick leave. This provision shall apply provided that the ASAP Member acted professionally and with appropriate precautions.

SECTION 8. SABBATICAL LEAVE OF ABSENCE. Sabbatical leave is a leave of absence involving compensation, for study or travel for the purpose of professional enrichment which shall result in benefit to the Saint Paul Public Schools. The course of study must be related to the contractual duty of the ASAP Member.

Subd. 1. In order to be eligible for sabbatical leave, an ASAP Member shall have actively served in the Saint Paul Public Schools for seven (7) full years or more. In order to be eligible for more than one (1) sabbatical leave, an ASAP Member shall have actively served in the Saint Paul Public Schools for seven (7) full school years or more following the termination of the previous leave. When an approved sabbatical leave is for a semester or a quarter, such leave shall be construed to be respectively one-half (1/2) or one-third (1/3) of a full-year sabbatical leave and the additional one-half (1/2) or two-thirds (2/3) of the full-year sabbatical leave may be approved within the same seven (7) year period.

Subd. 2. Sabbatical leave may be granted for a quarter, semester, or for a full school year. Leaves for study shall normally start and end at times coterminous with the college calendar for the quarter or semester. Leaves for travel shall start and end at periods coterminous with the School District's semester or on September 1 and February 1 for full year and semester leaves respectively.

Subd. 3. The allowance granted to an ASAP Member absent on sabbatical leave shall be at the rate of fifty percent (50%) of the ASAP Member's salary for the portion of the school year in which the leave is taken. It shall be paid in regular installments during the school year.

Subd. 4. An ASAP Member on sabbatical leave shall retain all rights of tenure and benefits as though working during that period, except that credits earned during sabbatical leave shall not apply for salary purposes before the ASAP Member's return to service in the Saint Paul Public Schools. Pension contributions by the Board shall be based on the salary paid for the duration of the leave. Upon return to service, the ASAP Member shall be reassigned to his or her former position or to a similar and equal position.

Subd. 5. The number of sabbatical leaves granted in any year shall be limited to one (1) full year leave or equivalent, for all ASAP Members.

ARTICLE 6. COMPENSABLE LEAVE (continued)

Subd. 6. If the number of approved requests for sabbatical leave exceeds the maximum number allowable, first consideration shall be given to the benefits the District should realize from the leaves. Secondary factors which shall be considered are length of service, benefit to the individual, and availability of a replacement should a leave be granted.

Subd. 7. ASAP Members who are granted sabbatical leave shall pledge themselves to return and serve the Saint Paul Public Schools for a period of one (1) contract year. In case an ASAP Member is unwilling to meet this obligation for service after sabbatical leave, he or she shall refund to the Board, over a period of one (1) year, the amount of compensation granted during leave. This provision shall not apply when, upon proper medical certification, it is determined that the ASAP Member is incapacitated for any professional employment in the District.

Subd. 8. Short-term sabbatical leave may be requested on the following basis and within the specified limitations:

- Short-term sabbatical leave shall not be less than six (6) weeks.
- Short-term leave may be granted only for dates during the period of time between the closing date of one school year and the first day of opening workshop in the next school year, or as approved by the Superintendent.
- Not more than two (2) short-term sabbatical leaves shall occur in any one (1) summer, unless a specific exception is approved by the Superintendent.
- An ASAP Member who has been granted one (1) short-term sabbatical leave shall not be eligible to apply for another until three (3) years have passed from the beginning date of the first such leave.
- Short-term sabbatical leave shall not be used for travel sabbatical unless academic credit is earned which meets the standards described in Article 13, Section 4, in conjunction with the travel.
- The granting of short-term sabbatical leave time pursuant to this subdivision by the Board of Education shall not cause a reduction in any year in the time provided in Subdivision 5 of this Section, for regular sabbatical leave.
- Application and approval process shall be the same as for any other sabbatical leave.
- All other conditions and requirements governing sabbatical leave as described in this Section shall apply.

SECTION 9. MILITARY LEAVE. Pursuant to and within the limits of the requirements of M.S. §192.26, ASAP members shall be granted military leave for up to fifteen (15) days in any calendar year for required military service.

SECTION 10. AUTHORIZATION OF LEAVE REQUESTS. Requests for any leave shall be granted only upon verification by the Superintendent of the appropriateness of such requests, and only upon approval by the Superintendent.

SECTION 11. SICK LEAVE BANK

Subd 1. Eligibility to donate sick leave

To be eligible to donate sick leave under this Bank, the employee must:

- 1. Be a regular full-time or part-time member of the ASAP bargaining unit who is eligible for cafeteria plan benefits;**
- 2. Have an accumulated sick leave balance sufficient, at the employee's FTE, to carry the employee through 720 hours;**
- 3. Not have submitted a resignation or retirement to the District prior to making the donation.**

SECTION 11. SICK LEAVE BANK (continued)

Subd 2. Eligibility to receive sick leave

- 1. To be eligible to receive sick leave under this Bank, the employee must:**
 - a. Be a regular full-time or part-time member of the ASAP bargaining unit who is eligible for cafeteria plan benefits. Employees meeting these criteria who are on a district-approved medical leave of absence are also eligible**
 - b. Have exhausted their accumulated sick leave and all other paid leave, such as accrued vacation, if applicable, at the time the recipient requests a donation from the Bank**
 - c. Be eligible for leave under the Family Medical Leave Act (FMLA) prior to the beginning of the need for donated sick leave**
 - d. Not be receiving benefits from Workers Compensation or Social Security**
 - e. Not be receiving long term disability benefits**
 - f. Not be serving a disciplinary suspension**
 - g. Not have submitted a resignation or retirement to the District**
 - h. Must have a serious medical condition or need leave to care for the serious medical condition of the employee's spouse, parent or member of the employee's household**
 - i. Due to the serious health condition, need a prolonged absence from duty and suffer a substantial loss of income**

2. Definitions:

- a. A "serious health condition" has the same meaning as in 29 C.F.R. §825.113(a) of the FMLA regulations, except that elective surgeries and minor illnesses are not covered as serious health conditions**
- b. A "substantial loss of income" means the employee has exhausted all paid leave available and has been unpaid for five (5) duty days at the employee's usual FTE**

Subd 3. Process for Donation

- 1. To donate sick leave to the Bank, an eligible employee must complete a sick leave contribution form and submit the completed form to Human Resources.**
- 2. Contributions must be in whole hour increments and may not exceed eighty (80) total hours during the time the donor is employed by the District.**
- 3. Donations, once made and processed by Human Resources are irrevocable.**
- 4. Donations are not taxed to the donor and are not tax deductible.**

SECTION 11. SICK LEAVE BANK (continued)

5. Days donated are donated at the donor employee's regular rate of pay

Subd 4. Application for Benefits To receive sick leave from the Bank, an eligible employee must complete a sick leave donation form and submit the completed form to Human Resources. Employees are required to provide medical documentation of their eligibility. Updated documentation of the serious medical condition must be provided by the employee upon request by Human Resources.

Subd 5. Sick Leave Bank Benefit

1. Sick leave time received may only be used on a prospective basis beginning with the first day following determination of eligibility. Sick leave time received shall not be used for a back period or for periods of unpaid time.

2. A recipient may not receive more paid time under this Bank than they would otherwise receive if they were working. For example, non-contracted work days shall not be compensated nor shall an employee receive pay for days or hours in excess of their FTE.

3. A recipient's pay will continue to be taxed in accordance with state and federal tax tables, and all authorized deductions will continue to be deducted from the recipient's paycheck.

4. Recipients shall not accrue additional sick leave based on hours received from the Bank.

5. Any use of the Bank will run concurrent with leave under the Family Medical Leave Act (FMLA). Use of the Bank will not extend the FMLA period.

6. Hours received are paid at the eligible recipient's regular rate of pay.

7. In no case shall the benefit received through the Bank exceed 480 total hours at the employee's FTE during the time the recipient is employed by the District.

8. In the case of an employee receiving a donation due to the need to care for the serious medical condition of the employee's spouse, parent or member of the employee's household, the maximum benefit received shall not exceed the time permitted in Article 11, Section 1, Subd. 5.

Subd 6. Administration of the Bank

1. The identities of donors and recipients are private data consistent with the Minnesota Government Data Practices Act. The recipients of sick leave from this Bank shall not be informed of the identities of the donors and donors may not be informed about the identity of recipients nor shall donors be allowed to designate specific recipients for their donation. Employees shall not intimidate, threaten, or coerce any other employee with respect to donating or receiving leave under this Bank.

SECTION 11. SICK LEAVE BANK (continued)

2. The Bank shall be administered by the District's Human Resource Department subject to the terms of this Memorandum. The decisions of the District in administering the Bank are final and not subject to the grievance procedure.

3. Donated hours shall be distributed to eligible recipients on a first-come, first-served basis and in no case may the number of distributed hours exceed the number of hours donated. If more than one qualifying request is received on the same day and insufficient donations exist in the Bank, existing Bank donations will be divided equally among the qualified recipients.

4. Any recipient found to have provided fraudulent information shall be immediately removed from the program, subject to disciplinary action, required to repay money received from the program, and criminal prosecution may be pursued.

ARTICLE 7. ASAP MEMBER BENEFITS

SECTION 1. ACTIVE ASAP MEMBER BENEFITS

Subd. 1. The Employer will continue for the period of this Agreement to provide for active employees such health and life insurance benefits as are provided by Employer at the time of execution of this Agreement.

1.1 Eligibility Waiting Period. Employees who have been regularly employed in the District for more than thirty (30) continuous calendar days are eligible on the first day of the month following (30) continuous calendar days of regular benefit eligible service for the District contribution to premium cost for health and life insurance provided herein.

SECTION 1. ACTIVE ASAP MEMBER BENEFITS, Subd.1 (continued)

1.2 Full-Time Status. For the purpose of this Section, full-time employment is defined as appearing on the payroll at least thirty-two (32) hours per week or at least sixty-four (64) hours per pay period, excluding overtime hours.

1.3 Half-Time Status. For the purpose of this Section, half-time employment is defined as appearing on the payroll at least twenty (20) hours but less than thirty-two (32) hours per week or at least forty (40) hours but less than sixty-four (64) hours per pay period, excluding overtime hours.

1.4 Employer Contribution Amount: Half-Time Employees. For each eligible employee covered by this Agreement who is employed half time, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees selecting employee coverage; or for each half-time employee who selects family insurance coverage, the Employer will contribute fifty percent (50%) of the amount contributed for full-time employees selecting family coverage in the same insurance plan.

Subd 2. Cafeteria Benefits Plan. Employee benefits will be offered to eligible employees through a Cafeteria Plan qualified under IRS Codes §105, §125, and §129. The cafeteria plan will contain a core set of benefits. Enrollment in these core benefits is required in order to participate in the cafeteria plan and receive any Employer contributions. Additional optional benefits are offered allowing employees to select benefits that meet their individual needs.

ARTICLE 7. ASAP MEMBER BENEFITS (continued)

- 2.1 Cafeteria Plan Credits: Effective January 1, 2018, employees who qualify for coverage shall receive \$926 per month for single coverage and \$1,255 per month for family/single+1 that they may spend in a District qualified cafeteria benefits plan. Any dollars remaining from this amount after enrollment in core and optional benefits will be returned to the employee as salary.
- 2.2 Cafeteria Plan Credits: Effective January 1, 2021, employees who qualify for coverage shall receive \$926 per month for single coverage and \$1,300 per month for family/single+1 that they may spend in a District qualified cafeteria benefits plan. Any dollars remaining from this amount after enrollment in core and optional benefits will be returned to the employee as salary.
- 2.3 If the cost of benefits selected by the employee exceeds the amount of credits an employee receives, that cost shall be paid by the employee through payroll deduction.
- 2.4 An employee who is insured as a dependent through the medical and/or dental insurance coverage provided by Saint Paul Public Schools may elect to waive the employee medical and/or dental insurance coverage in the core set of benefits. This is the sole exception where the employee may elect not to enroll in the full core of benefits.

Subd.3. Employees selecting one of the plans offered by a health maintenance organization agree to accept any changes in benefits which the health maintenance organization implements.

Subd. 4. It is the intent of the District to maintain during the term of this Agreement a medical and child care expense account plan, to be available to employees eligible for Employer paid premium contribution for health insurance for their use, for such expenses, within the established legal regulations and IRS requirements, for such accounts.

Subd. 5. Eligible ASAP Members on non-compensable leave may elect to continue insurance coverages for one (1) year or less at School District rates at the ASAP Member's expense.

- 5.1 District shall continue to contribute, for a period of one (1) calendar year following the death of an eligible ASAP Member, the cost of premiums for health insurance coverage for dependents then currently covered, and at the rate then currently paid, of an ASAP Member deceased while actively employed in the District, whose death arises out of the employment relationship.

SECTION 2. LIABILITY INSURANCE

Subd. 1. ASAP Members are included as additional insureds on the liability policy of this School District.

Subd. 2. Whenever appropriate coverage is available to the District, excess automobile liability coverage shall be maintained by the District to cover occasions when ASAP Members are using their automobiles on District business. The limit of coverage shall be \$1,000,000. The coverage is in excess of basic limits of \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 for property damage. The excess coverage assumes that all ASAP Members provide their own basic limits as noted above. Any ASAP Member who uses his/her automobile on District business is required to carry the basic limits coverage described above.

When appropriate coverage is not available, the provisions of M.S. § 466.04 shall govern.

SECTION 3. VACATIONS AND HOLIDAYS

Subd. 1. ASAP Members shall accrue up to 200 hours (twenty-five (25) days) vacation per year. Those ASAP Members who have been employed by District contract for three (3) consecutive years or more accrue up to 240 hours (thirty (30) days) of vacation per year. Up to twenty-four (24) hours (three (3) days) of vacation may be taken each year without prior approval of the immediate supervisor. All other vacation dates are subject to prior approval of the immediate supervisor.

ARTICLE 7. ASAP MEMBER BENEFITS (continued)

Subd. 2. Each ASAP Member must take at least ninety-six (96) hours (twelve (12) days) of vacation each year. Unused vacation beyond the mandatory ninety-six (96) hours (twelve (12) days) may be accumulated as shown in Subd. 3.

Subd. 3. The immediate supervisor may permit an employee to carry over into the next “vacation year” up to three hundred twenty hours (320) of vacation. The immediate supervisor will seek mutual consent of the employee. If unable to reach mutual consent, option a, b, or c is at the discretion of the immediate supervisor.

An employee who has more than three-hundred twenty hours (320) hours of accrued vacation remaining at the end of the last full pay period in October shall either:

- (a) be required to use the hours of vacation in excess of three hundred twenty (320) hours prior to the end of the calendar year: or**
- (b) be compensated for hours in excess of three hundred twenty (320) hours at end of year: or**
- (c) be provided an exception for additional carryover of vacation by means of approval of his/her department head.**

Subd. 4. ASAP Members shall be granted time off without loss of pay for the following holidays: Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, **Juneteenth**, and Independence Day.

Subd. 5. Vacation shall be prorated for contracted partial years of service. ASAP Members working a schedule less than twelve (12) months receive a pro-rated amount of vacation. ASAP members in their first three (3) years of employment in the District, will earn .0962 hours of vacation for every hour paid (up to 200 hours per year total). ASAP members who have been employed in the District, more than three (3) years will earn .1154 hours of vacation for every hour paid (up to 240 hours total).

SECTION 4. SEVERANCE PAY. The District shall provide a separate severance pay program as set forth in this Section. Payment of severance pay shall be made within the tax year of the retirement as described in Business Office Rules. All payments made under this subdivision shall be made to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation, hereinafter referred to as the “Severance Plan.”

Subd. 1. Eligibility. To be eligible for the 403(b) tax-deferred retirement program for sheltering severance pay and vacation pay, an employee must meet the following requirements:

- 1.1 The employee must be eligible for pension under provisions of the St. Paul Teachers Retirement Association or the Public Employees Retirement Association (PERA).
- 1.2 Employees hired into District service after January 1, 2019 and voluntarily separated from District employment with at least 10 years of consecutive benefit eligible service prior to retirement, subject to separation by layoff or retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency or any other disciplinary reason are not eligible for this severance pay program.
- 1.3 For the purpose of this severance program, the death of an employee shall be considered as separation of employment, and if the employee would have met all of the requirements set forth above at the time of his or her death, payment of the severance pay may be made to the employee’s estate.

ARTICLE 7. ASAP MEMBER BENEFITS (continued)

Subd. 2. Severance Pay

- 2.1 Early Notification Incentive. Employees who meet eligibility requirements of Subd. 1 of this Section and who complete, sign and submit a Resignation Notice form to the Director of Human Resources three months in advance of the date of retirement will receive a District contribution of \$2,500 to the Severance Plan. Employees who meet eligibility requirements of Subd. 1 of this Section and who complete, sign and submit a Resignation Notice form to the Director of Human Resources six (6) months in advance of the date of retirement will receive a District contribution of \$3,500 to the Severance Plan.

Exigent Circumstances. Eligible employees are encouraged to notify the Director of Human Resources as soon as possible that they plan to retire. If an employee submits documentation verifying that exigent circumstances exist that made early notification of retirement plans impossible, such as a sudden illness/injury of the employee or immediate family member necessitating immediate retirement, and if the employee meets the eligibility requirements set forth above, the District will review and consider this information and may waive any reduction of severance as provided in 2.1 above

- 2.2 Pay for Unused Sick Leave. If an employee requests severance pay and meets the eligibility requirements set forth in Subd. 1, he or she will receive a District contribution to the Severance Plan in an amount equal to \$225 for each day of accrued unused sick leave.

- 2.3 Maximum Severance. For employees providing six (6) months or more notification, the maximum amount of money the employee may obtain through the Severance Plan from the combination of early notification incentive and pay for unused sick leave is \$30,000. This maximum does not include unused earned vacation as noted in Subd. 3.

For employees providing less than six (6) months and more than or equal to three (3) months notification, the maximum amount of money the employee may obtain through the Severance Plan from the combination of early notification incentive and pay for unused sick leave is \$29,000.

- 2.3.1. For employees providing less than three (3) months notification, the maximum amount of money the employee may obtain through the Severance Plan for unused sick leave is \$26,500.

Subd. 3. Pay for Earned, Unused Vacation. ASAP Members who meet the eligibility requirements of 1.1 of this Section, who qualify for severance pay per 2.1 or 2.2 of this Section, and who retire with earned, unused vacation shall receive pay for such vacation. Payment for earned, unused vacation shall be made to the Severance Plan. This is an addition to the Maximum Severance for unused sick leave and early notification incentive. The maximum vacation pay received will be up to 240 hours unused vacation.

SECTION 5. RETIREMENT BENEFITS

Subd. 1. Benefit Eligibility for ALL Retirees:

- 1.1 Employees who have or who will retire from employment with the School District shall receive contributions toward insurance premiums as defined in the contract in effect at the date of retirement.
- 1.2 Employees must have completed fifteen (15) years of continuous employment in a benefit eligible position with Independent School District No. 625 immediately prior to retirement to qualify for any District contribution of premium payment for health insurance or life insurance. Years of service required for benefits continuation is the same as required for teachers. This eligibility requirement will remain the same as that provided to District teachers.

ARTICLE 7. ASAP MEMBER BENEFITS (continued)

1.3 All retirees must meet the following requirements:

- A. Be eligible to receive pension benefits from the St. Paul Teachers Retirement Association or Public Employees Retirement Association (PERA) at the time of retirement and have severed the employment relationship with Independent School District 625;
- B. A retiree may not carry his/her spouse as a dependent if such spouse is also an Independent School District No. 625 retiree or Independent School District No. 625 employee and eligible for and is enrolled in the Independent School District No. 625 health insurance program, or in any other Employer-paid health insurance program.
- C. Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.
- D. The employee must make application through District procedures prior to the date of retirement in order to be eligible for any benefits provided in this Section.
- E. Employees hired into the District on or after January 1, 2014, will not be eligible for any District contribution toward health insurance upon retirement.

Subd. 2. Employer Contribution Levels for Employees Retiring Before Age 65

2.1 Health Insurance Employer Contribution

Employees who meet the requirements in Subd. 1 will receive a District contribution toward health insurance until the employee reaches sixty-five (65) year of age as defined in this subdivision.

- 2.1.1 The District contribution toward health insurance premiums will equal the same dollar amount the District contributed for single or family coverage to the carrier in the employee's last month of active employment
- 2.1.2 In the event the District changes health insurance carriers, it will have no impact on the District contribution for such coverage.
- 2.1.3 Any employee who is receiving family coverage premium contribution at date of retirement and later changes to single coverage will receive the dollar contribution to single coverage that was provided in the contract under which the retirement became effective.

2.2 Life Insurance Employer Contribution

The District will provide for early retirees who qualify under the conditions of Subd. 1 above, premium contributions for eligible retirees for \$5,000 of life insurance only until their 65th birthday. No life insurance will be provided, or premium contributions paid, for any retiree age sixty-five (65) or over.

Subd. 3. Benefit Eligibility for Employees After Age 65

- 3.1 Employees hired into the District before January 1, 1996, who retired before age 65 and are receiving benefits per Subd. 2 above are eligible, upon reaching age 65, for employer premium contributions for health insurance described in Subd. 4 of this Section.
- 3.2 Employees hired into the District before January 1, 1996, who retire at age 65 or older must have completed the service eligibility requirements in Subd. 1 to receive District contributions toward post-age-65 health insurance premiums.

ARTICLE 7. ASAP MEMBER BENEFITS (continued)

3.3 Employees hired on or after January 1, 1996, shall not have or acquire in any way any eligibility for Employer-paid health insurance premium contribution for coverage in retirement at age sixty-five (65) and over in Subd. 4. Employees hired on or after January 1, 1996, shall be eligible for only early retirement insurance premium contributions as provided in Subd. 2 and Deferred Compensation match in Subd. 5.

Subd. 4. Employer Contribution Levels for Employees After Age 65

4.1 Employees hired into the District before January 1, 1996, who retire on or after January 1, 1998, and who meet the eligibility requirements in Subdivisions 3.1 or 3.2 of this Section are eligible for premium contributions for a Medicare Supplement health coverage policy selected by the District. Premium contributions for such policy will not exceed:

<u>Coverage Type</u>	<u>Single</u>	<u>Family</u>
Medicare Eligible	\$300 per month	\$400 per month
Non-Medicare Eligible	\$400 per month	\$500 per month

At no time shall any payment in any amount be made directly to the retiree.

Any premium cost in excess of the maximum contributions specified must be paid directly and in full by the retiree, or coverage will be discontinued.

Subd. 5. Effective May 1, 2008, employees hired after January 1, 1996, are eligible to participate in an employer matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. Effective January 1, 2016, the District will match up to \$1,800 per year of consecutive active service. Employees working at least half-time and less than 40 hours per week will be eligible for up to one half (50%) of the available District match.

Federal and state rules governing participation in the Minnesota Deferred Compensation Plan or District approved 403(b) plan shall apply. The employee, not the District, is solely responsible for determining his/her total maximum allowable annual contribution amount under IRS regulations.

The employee must initiate an application to participate through the District's specified procedures.

5.1 Employees hired into the District on or after January 1, 2014, shall be eligible for \$200 per year employer match in addition to the match amount provided in this section for employees hired after January 1, 1996.

Additionally, effective January 1, 2016, all employees hired in the District after January 1, 2014, will receive a \$200 per year District contribution toward a health care savings plan.

ARTICLE 8. PROTECTION

SECTION 1. ASAP Members shall report to the Superintendent all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.

SECTION 2. Upon written request of the ASAP Member involved, the School District shall provide legal counsel for any ASAP Member against whom claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of such ASAP Member. The choice of such legal counsel shall be made only after consultation with the ASAP Member.

Provision of counsel shall not be construed to render the School District liable for its torts, except as otherwise provided by law, or for reimbursement of costs of counsel provided to the ASAP Member pursuant to the contract obligation of another or otherwise than under M.S. § 127.03, Subd. 2: or for payment of any judgments or any other costs or disbursements in connection therewith where the judgment, cost or disbursement is against the ASAP Member and not against the School District.

SECTION 3. The Board shall provide appropriate bonding for ASAP Members.

ARTICLE 9. VACANCIES AND NEW POSITIONS; PROBATION

SECTION 1. When a vacancy exists, or when a new position is created in an administrative or supervisory position, the existence of such vacancy or new position shall be made known to the staff through regular district job posting procedures.

SECTION 2. New Employee Probation. There shall be a three (3) year probationary period for new appointments for individuals not immediately previously employed in the District or for individuals moving into the ASAP bargaining unit who are not tenured in the District.

SECTION 3. New Assignment or Promotional Probation. There shall be a two (2) year probationary period for promotional appointments or new assignments of individuals into ASAP bargaining unit who have tenure in the District. The District will provide training orientation or other job familiarization that's customary for such position.

There is a one (1) year new assignment probation for any ASAP member who is moving to a higher title in ASAP and completed probation in the earlier position. An employee who has not completed the three (3) year probationary period and has taken on a new assignment will serve no less than a one (1) year new assignment probationary period and no less than three (3) years total probationary period.

A probationary ASAP member who is not confirmed in the promotional/new assignment position and who held an ASAP position in the District immediately prior to appointment has the right to return to his/her previous position if the position is vacant, or to a vacant position that is [equivalent](#) to the one held prior to the probationary promotional-appointment.

Provide no less than 45 days for the employee to provide their decision to their supervisor if a change is going to be made to their position such as a change in contract unit, or changing the number of months worked, change in FTE, department change, elimination of position, etc.

SECTION 4. TENURE. The District must maintain and preserve the tenure rights established under M.S. §122A.41 for licensed ASAP Members.

Subd. 4.1. Employees hired into ASAP who are not already tenured in SPPS at the time of appointment to an ASAP classification will not earn tenure with SPPS while in ASAP.

ARTICLE 10. PARENTAL LEAVE

SECTION 1. DEFINITIONS

Subd. 1. Parental leave is a leave without pay granted upon request subject to the provisions of this Section. It may be granted for reasons of adoption, or pregnancy and/or the need to provide parental care for a child or children of the ASAP Member for an extended period of time immediately following adoption or the birth of child.

Subd. 2. Appropriate vacancy as used herein means a position equivalent to the position held by an ASAP Member immediately prior to taking leave and for which the ASAP Member on leave is eligible, which has become vacant at the beginning or during the school year, and for which no other employee has full rights.

SECTION 2. APPLICATION PROCEDURES

Subd. 1. The immediate supervisor shall be informed in writing by the ASAP Member and the appropriate leave application form and necessary medical verification completed and sent to the Director of Human Resources at least two (2) calendar months before the commencement of the intended leave.

SECTION 3. LENGTH OF PARENTAL LEAVE

Subd.1. Except as noted in Section 4, parental leave may be extended for a maximum of twelve (12) additional calendar months provided that a written request for an extension is provided the Director of Human Resources by the ASAP Member at least two (2) calendar months prior to the termination date of the initial leave period.

Subd.2. Parental leave shall be extended until an appropriate vacancy occurs, if none has been offered to the ASAP Member at the time the leave would otherwise terminate. If the ASAP Member refuses reassignment to a position when it is offered, that ASAP Member thereby waives all further rights to reassignment.

SECTION 4. PARENTAL LEAVE WITH GUARANTEE OF POSITION

Subd. 1. An ASAP Member granted parental leave pursuant to the provisions of this Section shall, upon written request and in compliance with this subdivision, be granted the same right to the position held immediately prior to the leave as though the ASAP Member had been working in that position during the leave period. Such absences shall not be counted as time employed for purposes of salary determination or tenure.

Subd. 2. A parental leave with position guarantee shall be granted only for reasons directly attributable to the ASAP Member's present condition of pregnancy.

Subd. 3. The parental leave period with position guarantee shall be limited to a maximum of four (4) calendar months during the year, except noted in Subd. 4 following.

Subd. 4. The scheduled date of commencement or termination of parental leave with position guarantee may otherwise be extended only upon receipt by the Director of Human Resources of written verification by the attending physician that the ASAP Member is unable to continue or resume working for health reasons attributable to the pregnancy.

ARTICLE 10. PARENTAL LEAVE (continued)

Subd. 5. Should an ASAP Member on parental leave with position guarantee anticipate returning to work prior to the scheduled termination date of the leave, the ASAP Member shall provide the Director of Human Resources sufficient prior written notice to allow appropriate accommodations to be made for the ASAP Member's early return.

Subd. 6. An ASAP Member on parental leave with position guarantee who fails to return from such leave as scheduled for reasons other than those included under Subd. 4 of this Section shall thereby relinquish any right to retain or be granted another parental leave with position guarantee. In such instance, unless an ASAP Member chooses to resign, the present leave shall be extended without position guarantee to the beginning of the first school year following the school year in which the leave was granted with no additional extension of such leave to be granted except as noted in Section 4, Subd. 4.

SECTION 5. PROCEDURES FOR TERMINATION OF PARENTAL LEAVE

Subd. 1. Except for leaves granted with position guarantee, the ASAP Member on parental leave shall notify the Director of Human Resources that the ASAP Member desires to terminate the leave on the scheduled date or earlier and to be reassigned to an appropriate vacancy. Such notification shall be provided in writing at least two (2) months prior to the desired date of return from leave.

Subd. 3. Should the number of ASAP Members desiring to return from parental leave exceed the number of appropriate vacancies, preference for assignments shall be given the ASAP Members with the earliest scheduled date for termination of leave.

ARTICLE 11. FAMILY MEDICAL LEAVE

Effective February 1, 1994, leaves of absence shall be granted as required under the federal law known as the Family and Medical Leave Act (FMLA) so long as it remains in force. The Human Resource Department provides procedures.

ARTICLE 12. GRIEVANCE PROCEDURE

SECTION 1. PURPOSE. The purpose of this grievance procedure is to secure solutions to grievances equitably, expeditiously, and at the lowest possible administrative level.

SECTION 2. DEFINITIONS

Subd. 1. "Grievance" is the allegation of a specific violation, misinterpretation or misapplication of the provisions of this Agreement.

Subd. 2. "ASAP Member" shall mean any member of the appropriate unit as certified by the effective order of the B.M.S., State of Minnesota.

Subd. 3. "Days" shall mean all week days, excluding Saturdays and Sundays and those holidays and vacation periods specified on the year round calendar.

Subd. 4. "Grievant" shall mean an ASAP Member claiming loss or injury. At Levels II, III, or IV the grievant may be represented by the exclusive representative. Beginning at Level II, in the case of more than one grievant claiming the same grievance, the exclusive representative may carry the matter forward as a single grievance.

Subd. 5. "Superintendent" shall mean the Superintendent of Schools or his designated representative.

Subd. 6. "BMS" shall mean Bureau of Mediation Services.

Subd. 7. "Board" shall mean the Board of Education of Independent School District No. 625. The Board may be represented at any step of this procedure by its designated representatives.

Subd. 8. "Parties" shall mean the grievant and the Board or their designated representatives.

Subd. 9. "Exclusive representative" shall mean the Association of Supervisory and Administrative Personnel.

SECTION 3. PROCEDURES

Level I. A sincere attempt shall be made to resolve any grievances orally between the grievant and immediate superior.

Level II. If the attempt at Level I does not satisfy the grievant, and if he/she has not submitted the grievance in writing to the immediate supervisor, the grievant shall do so on the appropriate form by registered letter within twenty (20) days after the incident giving rise to the grievance. Within eight (8) days after receipt of the written grievance claim, the grievant's immediate superior shall communicate his/her decision in writing to the grievant.

Level III. If the grievant is dissatisfied with the decision communicated in Level II, he/she may file the grievance with the Superintendent within five (5) days after the Level II decision is due or received. Within ten (10) days after receipt of the written grievance claim, the Superintendent shall meet with the grievant in an effort to resolve the grievance. The grievant shall be given at least two (2) days' notice of the meeting. Within ten (10) days after this meeting, the Superintendent shall communicate his/her decision in writing to the grievant and the exclusive representative.

ARTICLE 12. GRIEVANCE PROCEDURE, Section 3 (continued)

Level IV. Arbitration. If the grievant is dissatisfied with the Level III disposition of a grievance claim concerning provisions of the negotiated contract, the exclusive representative may so indicate this and send a request for arbitration in writing to the Board within five (5) days after the date the written decision from the Board is received or due.

Within ten (10) days of receipt of the request for arbitration, the Board representative may meet with the exclusive representative in an effort to select a neutral third party to arbitrate the dispute. If no agreement is reached on a third party, the exclusive representative may request from the Bureau of Mediation Services (BMS) a list of possible arbitrators, provided this request is made within twenty (20) days after receipt or due date of the Level III decision. The Board representative and the exclusive representative shall, under the direction of the BMS, alternately strike names from the list of five (5) arbitrators selected by the BMS until only one name remains, which shall become the arbitrator.

Upon appointment, the arbitrator shall schedule a hearing de novo at which the Board's representatives and the exclusive representative may offer testimony and make written or oral arguments relating to the grievance before the arbitrator.

The arbitrator shall have jurisdiction over disputes relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in provisions of a negotiated agreement, nor to any grievance which has not been submitted to arbitration in compliance with the terms of the grievance procedure as outlined herein, nor to matters of inherent managerial policy of the Board and the Superintendent.

The decision of the arbitrator shall be rendered in writing within twenty (20) days after the close of the hearing. The arbitrator shall have the power to make appropriate awards and his/her decision shall be binding upon the parties within the limitations described herein and in the Public Employment Labor Relations Act of 1971 as amended.

The parties shall share equally the costs and fees of the arbitrator. All other expenses shall be borne by the party incurring the expense, unless the parties have mutually agreed to share specific other costs.

SECTION 4. GENERAL CONDITIONS

Subd. 1. Time Limits. Written decisions at each level shall be issued as soon as possible, but not later than the stated limits, except as these limits are extended by mutual consent in writing prior to the expiration of the time limits.

If a grievant fails to pursue any step within the time limit provided, he/she shall have no further right to process the grievance.

Failure by the Board or its representative to issue a decision within the stipulated time limits shall constitute a denial of the grievance and the grievant may appeal to the next level.

ARTICLE 12. GRIEVANCE PROCEDURE, Section 4 (continued)

Subd. 2. Representation. The grievant shall have the right to have a representative present at all levels but at no expense to the Board.

Subd. 3. Exclusive Representative. The exclusive representative shall be informed by the Superintendent of any decision regarding a grievance at Levels III and IV.

Subd. 4. Grievant's Responsibility. The time needed to pursue a grievance procedure is not to conflict with an ASAP Member's obligations toward the School District.

Subd. 5. ASAP Member's Rights. Nothing herein shall be construed to limit, impair or affect the right of any ASAP Member, group of ASAP Members, their representatives or their professional organization to express or communicate their views, complaints or opinions to the Board of Education.

Subd. 6. Board Authority. Nothing in this procedure shall be construed to diminish or enlarge the authority and/or responsibility of the Board of Education as granted to school boards by the legislature of the State of Minnesota.

Subd. 7. No Reprisal. The fact that a grievance is appropriately raised, regardless of its ultimate disposition, shall not be recorded in the ASAP Member's personnel file or in any file or record utilized in the evaluation or promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an ASAP Member be placed in jeopardy or be subject to reprisal for having followed these grievance procedures.

ARTICLE 13. SALARY PROVISIONS

Compensation-related provisions of this Section shall be as follows:

SECTION 1. Employees working in 10 month positions shall receive the salary listed in the salary schedule by accounting for 210 days of paid time which can include actual days worked, vacation days, holidays or sick leave. Any days taken as unpaid leave shall result in a pro-rated reduction in salary over the 210 day period.

Employees working in 11 month positions shall receive the salary listed in the salary schedule by accounting for 225 days of paid time which can include actual days worked, vacation days, holidays or sick leave. Any days taken as unpaid leave shall result in a pro-rated reduction in salary over the 225 day period.

Employees working in 12 month positions shall receive the salary listed in the salary schedule by accounting for 260 days of paid time which can include actual days worked, vacation days, holidays or sick leave. Any days taken as unpaid leave shall result in a pro-rated reduction in salary over the 260 day period.

SECTION 2. Individuals holding the appropriate degree and possessing experience in the position noted shall be compensated pursuant to the salary schedules as shown in Section 6, except as expressly modified in this Section.

Subd. 1. Individuals holding less than BA+60 credits will be placed on one lane on the schedule at a level indicated as less than BA+60/MA.

ARTICLE 13. SALARY PROVISIONS (continued)

SECTION 3. LONGEVITY STIPEND

Subd. 1. Service factors are fixed annual dollar amounts beyond the ASAP Members' annual salary prescribed by the salary schedule, upon the beginning of fifteen (15) years of experience in Saint Paul and upon the beginning of twenty (20) years of experience in Saint Paul.

Subd. 2. Longevity stipends become effective normally at the beginning of a contract year; however, in instances where eligibility criteria are fulfilled during the first semester of a contract year, the stipend will be made effective at the first full pay period after the beginning of the second semester of that school year, and shall be prorated for the remainder of the school year. Longevity stipends are prorated for less than a full time equivalent, but not prorated for extended year contracts.

Subd. 3. Amounts are as follows:

Lanes	BA+60		MA/BA+60 through Ph.D.	
	15 yrs.	20 yrs.	15 yrs.	20 yrs.
Required years of Saint Paul experience	15 yrs.	20 yrs.	15 yrs.	20 yrs.
Dollar amount above annual salary prescribed by salary schedule	\$750	\$2,000	\$2,300	\$5,000

SECTION 4. Lane Change Requirements. ASAP Members shall be eligible for change in lane placement on the salary schedule in accordance with the changes in their earned degrees and credits as specified in the provisions of this Section.

Subd. 1. General Eligibility Requirements. Graduate credits and degrees to be considered for application to the salary schedule shall be earned from institutions recognized for the purpose of certification by the State Department of Education. Course work from other institutions may be considered only if the work is relevant to the ASAP Member's daily assignment, and if equivalent course content is not available through accredited institutions deemed by the Superintendent to be reasonably accessible to the ASAP Member, and only with prior approval of the Superintendent.

Subd. 2. All graduate work must carry a minimum grade average of "C", pass or satisfactory in each institution where the work is completed.

Subd. 3. All credits and degrees to be recognized must be relevant to the contractual assignment of the ASAP Member.

Subd. 4. Only graduate credits shall be applicable toward lane advancement. The only exceptions shall be for undergraduate or in-service credits specifically approved in advance by the Director of Human Resources. Only classes taken on unpaid time and for which the District has not paid the tuition or fees for the course or reimbursed the employee for those costs can be eligible for lane credit.

4.1 Graduate Credits

4.1.1 Graduate credits earned through colleges and universities accredited to grant advanced degrees will be acceptable provided they are recognized as fulfillment of requirements for graduate programs within the institution where the credits are completed, or when transcribed by an accredited graduate school.

4.1.2 Credits earned through colleges and universities not authorized to grant advanced degrees, but which are permitted to teach graduate-level courses by the recognized accrediting agency (i.e., NCATE), shall be acceptable provided they meet the other criteria specified in this Section.

ARTICLE 13. SALARY PROVISIONS Section 4 (continued)

- 4.1.3 Credits which are informally described and advertised as graduate credits by an institution accredited to offer graduate degree programs, but which are not acceptable in fulfillment of graduate degree requirements of that institution, are unacceptable, except as provided in 4.1.1 of this Subd.

Subd. 5. ASAP recognizes that the Board desires all ASAP Members to improve their understanding of human relations, and therefore agrees to participate in training programs offered in response to the State Department of Education regulation 521 - Human Relations in Teacher Education. To that end, credits for courses approved by the State Department of Education for this purpose shall be applied to the salary schedule beyond the limits herein stated.

Subd. 6. Lane changes shall not exceed one (1) lane per District fiscal year, except for movement from MA+45 to Ph.D.

Subd. 7. Procedures for effecting lane changes:

7.1 Evaluation of credits for lane changes shall be made only after receipt of written request, and the required documentation, in the Human Resource Department. Such evaluation shall be based upon official transcripts. In order to establish an effective date of increase, temporary equivalent verification forms supplied by the Human Resource Department may be completed and submitted by the ASAP Member, pending the arrival of such official documents. All final verification materials must be in the original.

7.2 Lane changes may become effective only after all documentation has been received.

Subd. 8. Individuals eligible for a change to a higher lane on the salary schedule during the contract year shall receive the increase, effective from the date of the third full pay period after receipt in the Human Resource Department of all necessary official verification.

SECTION 5. Experience credit for the years covered by this Agreement shall be granted effective July 1 as determined by rounding applicable experience to the nearest whole contract year.

SECTION 6. Step and Salary Advancement

Subd. 1. An ASAP Member will advance one (1) full step on the salary schedule on July 1 (or other date as indicated on the salary schedule) each year unless the ASAP Member is on an improvement plan and designated as not on track with the requirements of the plan. If an ASAP Member who is on an improvement plan, not on track with the requirements of the plan and is on the top step of the salary schedule, the ASAP Member's salary will be frozen.

Subd. 2. Placement on an improvement plan is at the discretion of the District. An ASAP Member may appeal the components or timelines of an improvement plan to the Superintendent. If step advancement or salary increase is withheld beyond twelve (12) months, the ASAP Member may utilize the grievance procedure to seek reinstatement of the step.

SECTION 7. Correction of Compensation Errors. Employees should routinely review their bi-weekly pay check and immediately document any errors or inquiries by contacting the District's payroll department. Failure to notify the payroll department in a timely manner, or failure to routinely review the accuracy of his/her bi-weekly compensation may result in lost compensation.

Subd. 1. District Authority. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the employee in full up to a maximum retroactive period of two years. In the case of an overpayment, the District has the authority to deduct from the employee's check up to the full amount owed for a maximum retroactive period of two (2) years.

ARTICLE 13. SALARY PROVISIONS, Section 7 (continued)

Subd. 2. Procedure for Addressing Significant Overpayment Errors. In the case of a significant overpayment, deductions from biweekly compensation shall be based on a repayment schedule established by the District. The District, at its discretion, may limit the amount of repayment to less than the two (2) year retroactive period described above. The reduction of a reimbursement period will be based on the nature of the error and whether the employee took reasonable preventative action by routinely reviewing the accuracy of his/her biweekly compensation.

SECTION 8. National Board Certification. Effective July 1, 2018, employees who hold National Board Certification for Teaching (NBCT), Social Workers (who hold LICSW), Certified Nurse Practitioners, Speech Clinicians (who hold CCC), School Psychologists (NCSP), and Licensed School Nurse (NCSN) shall receive a stipend of \$1,500 to be paid on an hourly rate over each biweekly pay period.

ARTICLE 13. SALARY PROVISIONS 2021-2022 (effective July 3, 2021)

Assist. Director 56G	LANE	<BA+60MA	BA+60/MA	MA+15	MA+30	MA+45	MA60/SPEC	Ph.D.
	STEP	6	7/8	9	10	11	12/13	14
	2	\$90,248	\$90,937	\$92,012	\$93,094	\$94,170	\$95,245	\$96,321
	3	\$93,271	\$93,960	\$95,074	\$96,191	\$97,307	\$98,420	\$99,533
	4	\$96,210	\$96,899	\$98,012	\$99,131	\$100,244	\$101,358	\$102,470
	5	\$100,643	\$101,332	\$102,498	\$103,670	\$104,837	\$106,004	\$107,171
	6	\$104,221	\$104,910	\$106,078	\$107,249	\$108,416	\$109,582	\$110,750
	7	\$109,682	\$110,371	\$111,533	\$112,837	\$114,068	\$115,297	\$116,528
	8	\$114,531	\$115,220	\$116,505	\$117,795	\$119,083	\$120,367	\$121,654
	9	\$119,750	\$120,440	\$121,781	\$123,132	\$124,478	\$125,822	\$127,163
	10	\$123,731	\$124,430	\$125,794	\$127,164	\$128,530	\$129,893	\$130,714
	11	\$124,350	\$125,053	\$126,422	\$127,800	\$129,173	\$130,543	\$131,368
Consultant VII 56F	LANE	<BA+60MA	BA+60/MA	MA+15	MA+30	MA+45	MA60/SPEC	Ph.D.
	STEP	6	7/8	9	10	11	12/13	14
	2	\$87,663	\$88,352	\$89,428	\$90,504	\$91,581	\$92,660	\$93,735
	3	\$90,597	\$91,286	\$92,398	\$93,513	\$94,627	\$95,743	\$96,856
	4	\$93,535	\$94,224	\$95,337	\$96,453	\$97,566	\$98,683	\$99,796
	5	\$97,088	\$98,530	\$99,695	\$100,864	\$102,031	\$103,199	\$104,367
	6	\$101,416	\$102,107	\$103,272	\$104,442	\$105,609	\$106,779	\$107,945
	7	\$106,726	\$107,417	\$108,645	\$109,878	\$111,109	\$112,342	\$113,571
	8	\$111,443	\$112,131	\$113,416	\$114,704	\$115,989	\$117,279	\$118,565
	9	\$116,523	\$117,212	\$118,554	\$119,899	\$121,244	\$122,592	\$123,935
	10	\$120,455	\$121,154	\$122,516	\$123,884	\$125,247	\$126,616	\$127,978
	11	\$121,057	\$121,760	\$123,128	\$124,504	\$125,873	\$127,249	\$128,617
Supervisor Administrator 56E	LANE	<BA+60MA	BA+60/MA	MA+15	MA+30	MA+45	MA60/SPEC	Ph.D.
	STEP	6	7/8	9	10	11	12/13	14
	2	\$83,351	\$84,043	\$85,120	\$86,195	\$87,273	\$88,352	\$89,428
	3	\$86,134	\$86,824	\$87,938	\$89,054	\$90,166	\$91,286	\$92,399
	4	\$89,074	\$89,764	\$90,879	\$91,992	\$93,106	\$94,224	\$95,337
	5	\$93,164	\$93,852	\$95,021	\$96,187	\$97,357	\$98,530	\$99,695
	6	\$96,742	\$97,431	\$98,599	\$99,767	\$100,932	\$102,107	\$103,273
	7	\$101,798	\$102,488	\$103,718	\$104,949	\$106,181	\$107,417	\$108,645
	8	\$106,293	\$106,982	\$108,268	\$109,556	\$110,841	\$112,131	\$113,416
	9	\$111,140	\$111,829	\$113,172	\$114,517	\$115,862	\$117,212	\$118,554
	10	\$114,991	\$115,690	\$117,054	\$118,419	\$119,783	\$121,154	\$122,516
	11	\$115,566	\$116,268	\$117,639	\$119,011	\$120,382	\$121,760	\$123,128
Coordinator Division Manager Assist. Superv. Consultant I Assist. Admin. 56D	LANE	<BA+60MA	BA+60/MA	MA+15	MA+30	MA+45	MA60/SPEC	Ph.D.
	STEP	6	7/8	9	10	11	12/13	14
	2	\$80,769	\$81,459	\$82,540	\$83,614	\$84,690	\$85,768	\$86,844
	3	\$83,460	\$84,152	\$85,268	\$86,381	\$87,494	\$88,609	\$89,724
	4	\$86,399	\$87,089	\$88,207	\$89,321	\$90,433	\$91,548	\$92,663
	5	\$90,361	\$91,050	\$92,222	\$93,389	\$94,556	\$95,724	\$96,892
	6	\$93,941	\$94,630	\$95,800	\$96,967	\$98,133	\$99,302	\$100,471
	7	\$98,844	\$99,533	\$100,768	\$101,998	\$103,227	\$104,459	\$105,692
	8	\$103,205	\$103,894	\$105,185	\$106,471	\$107,756	\$109,042	\$110,329
	9	\$107,910	\$108,599	\$109,949	\$111,295	\$112,636	\$113,980	\$115,327
	10	\$111,713	\$112,413	\$113,784	\$115,147	\$116,510	\$117,875	\$119,241
	11	\$112,272	\$112,975	\$114,353	\$115,723	\$117,092	\$118,464	\$119,838
Program Manager. 56A	LANE	<BA+60MA	BA+60/MA	MA+15	MA+30	MA+45	MA60/SPEC	Ph.D.
	STEP	6	7/8	9	10	11	12	14
	2	\$78,015	\$78,703	\$79,737	\$80,769	\$81,801	\$82,830	\$83,860
	3	\$80,534	\$81,224	\$82,293	\$83,362	\$84,428	\$85,494	\$86,560
	4	\$83,474	\$84,163	\$85,232	\$86,299	\$87,368	\$88,433	\$89,500
	5	\$87,191	\$87,880	\$89,000	\$90,121	\$91,238	\$92,354	\$93,474
	6	\$90,769	\$91,458	\$92,579	\$93,698	\$94,816	\$95,932	\$97,052
	7	\$95,383	\$96,073	\$97,254	\$98,434	\$99,613	\$100,790	\$101,970
	8	\$99,492	\$100,181	\$101,415	\$102,649	\$103,880	\$105,109	\$106,344
	9	\$103,931	\$104,621	\$105,911	\$107,199	\$108,488	\$109,774	\$111,062
	10	\$107,643	\$108,342	\$109,651	\$110,960	\$112,267	\$113,573	\$114,880
	11	\$108,181	\$108,883	\$110,199	\$111,515	\$112,828	\$114,140	\$115,455

ARTICLE 13. SALARY PROVISIONS 2022-2023 (effective July 2, 2022)

Assist. Director 56G	LANE	<BA+60/MA	BA+60/MA	MA+15	MA+30	MA+45	MA60/SPEC	Ph.D.
	STEP	6	7/8	9	10	11	12/13	14
	2	\$91,602	\$92,301	\$93,392	\$94,490	\$95,582	\$96,673	\$97,765
	3	\$94,670	\$95,369	\$96,500	\$97,633	\$98,767	\$99,897	\$101,026
	4	\$97,653	\$98,353	\$99,483	\$100,618	\$101,748	\$102,878	\$104,007
	5	\$102,153	\$102,852	\$104,036	\$105,225	\$106,410	\$107,594	\$108,779
	6	\$105,785	\$106,484	\$107,669	\$108,858	\$110,042	\$111,226	\$112,411
	7	\$111,327	\$112,026	\$113,206	\$114,529	\$115,779	\$117,026	\$118,276
	8	\$116,249	\$116,948	\$118,252	\$119,562	\$120,869	\$122,173	\$123,479
	9	\$121,546	\$122,247	\$123,608	\$124,979	\$126,345	\$127,709	\$129,070
	10	\$125,587	\$126,297	\$127,680	\$129,071	\$130,458	\$131,842	\$132,675
	11	\$126,215	\$126,928	\$128,319	\$129,717	\$131,110	\$132,501	\$133,338
Consultant VII 56F	LANE	<BA+60/MA	BA+60/MA	MA+15	MA+30	MA+45	MA60/SPEC	Ph.D.
	STEP	6	7/8	9	10	11	12/13	14
	2	\$88,978	\$89,677	\$90,770	\$91,862	\$92,955	\$94,050	\$95,141
	3	\$91,956	\$92,656	\$93,784	\$94,916	\$96,046	\$97,179	\$98,309
	4	\$94,938	\$95,637	\$96,767	\$97,900	\$99,030	\$100,163	\$101,293
	5	\$98,545	\$100,008	\$101,190	\$102,376	\$103,561	\$104,747	\$105,932
	6	\$102,937	\$103,639	\$104,821	\$106,009	\$107,193	\$108,381	\$109,565
	7	\$108,327	\$109,028	\$110,274	\$111,526	\$112,775	\$114,027	\$115,275
	8	\$113,114	\$113,813	\$115,118	\$116,424	\$117,728	\$119,038	\$120,343
	9	\$118,271	\$118,970	\$120,332	\$121,697	\$123,063	\$124,431	\$125,794
	10	\$122,261	\$122,971	\$124,354	\$125,742	\$127,126	\$128,515	\$129,897
	11	\$122,873	\$123,586	\$124,975	\$126,371	\$127,762	\$129,157	\$130,547
Supervisor Administrator 56E	LANE	<BA+60/MA	BA+60/MA	MA+15	MA+30	MA+45	MA60/SPEC	Ph.D.
	STEP	6	7/8	9	10	11	12/13	14
	2	\$84,602	\$85,304	\$86,397	\$87,488	\$88,582	\$89,677	\$90,770
	3	\$87,426	\$88,126	\$89,257	\$90,389	\$91,518	\$92,656	\$93,785
	4	\$90,410	\$91,111	\$92,242	\$93,372	\$94,503	\$95,637	\$96,767
	5	\$94,561	\$95,260	\$96,446	\$97,630	\$98,817	\$100,008	\$101,190
	6	\$98,193	\$98,892	\$100,078	\$101,263	\$102,446	\$103,639	\$104,822
	7	\$103,325	\$104,025	\$105,273	\$106,523	\$107,773	\$109,028	\$110,274
	8	\$107,887	\$108,587	\$109,892	\$111,199	\$112,504	\$113,813	\$115,118
	9	\$112,807	\$113,506	\$114,869	\$116,235	\$117,600	\$118,970	\$120,332
	10	\$116,716	\$117,425	\$118,810	\$120,196	\$121,580	\$122,971	\$124,354
	11	\$117,299	\$118,012	\$119,404	\$120,797	\$122,188	\$123,586	\$124,975
Coordinator Division Manager Assist. Superv. Consultant I Assist. Admin. 56D	LANE	<BA+60/MA	BA+60/MA	MA+15	MA+30	MA+45	MA60/SPEC	Ph.D.
	STEP	6	7/8	9	10	11	12/13	14
	2	\$81,980	\$82,681	\$83,778	\$84,868	\$85,960	\$87,054	\$88,147
	3	\$84,712	\$85,414	\$86,547	\$87,677	\$88,806	\$89,938	\$91,069
	4	\$87,695	\$88,395	\$89,530	\$90,661	\$91,790	\$92,921	\$94,053
	5	\$91,717	\$92,416	\$93,605	\$94,790	\$95,974	\$97,160	\$98,345
	6	\$95,350	\$96,049	\$97,237	\$98,421	\$99,605	\$100,791	\$101,978
	7	\$100,327	\$101,026	\$102,279	\$103,528	\$104,775	\$106,025	\$107,277
	8	\$104,753	\$105,452	\$106,763	\$108,068	\$109,372	\$110,678	\$111,984
	9	\$109,529	\$110,228	\$111,599	\$112,964	\$114,326	\$115,690	\$117,057
	10	\$113,389	\$114,100	\$115,490	\$116,874	\$118,258	\$119,643	\$121,030
	11	\$113,956	\$114,670	\$116,068	\$117,458	\$118,849	\$120,241	\$121,635
Program Manager 56A	LANE	<BA+60/MA	BA+60/MA	MA+15	MA+30	MA+45	MA60/SPEC	Ph.D.
	STEP	6	7/8	9	10	11	12/13	14
	2	\$79,185	\$79,884	\$80,933	\$81,980	\$83,028	\$84,073	\$85,118
	3	\$81,742	\$82,442	\$83,528	\$84,612	\$85,695	\$86,776	\$87,859
	4	\$84,726	\$85,425	\$86,510	\$87,594	\$88,678	\$89,760	\$90,842
	5	\$88,499	\$89,198	\$90,335	\$91,473	\$92,606	\$93,739	\$94,876
	6	\$92,131	\$92,830	\$93,968	\$95,104	\$96,238	\$97,371	\$98,508
	7	\$96,814	\$97,514	\$98,713	\$99,910	\$101,107	\$102,301	\$103,499
	8	\$100,984	\$101,684	\$102,936	\$104,189	\$105,438	\$106,685	\$107,939
	9	\$105,490	\$106,190	\$107,500	\$108,807	\$110,116	\$111,420	\$112,728
	10	\$109,257	\$109,967	\$111,296	\$112,624	\$113,951	\$115,276	\$116,604
	11	\$109,803	\$110,517	\$111,852	\$113,187	\$114,520	\$115,852	\$117,187

ARTICLE 13. SALARY PROVISIONS 2021-2022 (continued)

Specialist – 10 Month Effective: **July 3, 2021**

Specialist 10 Month	LANE	<BA+60/MA	BA+60/MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Phd/ EdD
	STEP	6	7/8	9	10	11	12/13	14
	1	51,502	54,309	54,991	56,121	57,478	58,837	60,427
	2	53,315	56,720	57,398	58,529	59,889	61,252	62,835
	3	54,120	58,568	59,240	60,362	61,707	63,055	64,628
	4	56,502	61,049	61,722	62,844	64,187	65,537	67,106
	5	59,868	63,538	64,212	65,338	66,682	68,028	69,597
	6	62,939	67,988	69,560	70,681	72,022	73,371	74,945
	7	65,419	73,766	74,992	76,600	78,679	80,289	83,698
	8	65,737	76,681	77,959	79,632	81,796	83,471	87,015
	9	66,057	77,000	78,279	79,950	82,116	83,789	87,334
	10	68,708	81,518	82,845	84,576	86,816	88,553	92,223
	11	69,052	81,926	83,259	84,999	87,250	88,996	92,684
	20*	72,148	86,647	88,005	89,780	92,079	93,857	97,618

Specialist – 11 Month Effective: **July 3, 2021**

Specialist 11 Month	LANE	<BA+60/MA	BA+60/MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Phd/ EdD
	STEP	6	7/8	9	10	11	12/13	14
	1	55,180	58,189	58,919	60,130	61,583	63,040	64,743
	2	57,123	60,772	61,498	62,709	64,166	65,627	67,324
	3	57,986	62,751	63,472	64,674	66,115	67,558	69,244
	4	60,538	65,410	66,130	67,332	68,771	70,218	71,899
	5	64,144	68,076	68,799	70,005	71,445	72,887	74,568
	6	67,436	72,845	74,528	75,729	77,166	78,612	80,299
	7	70,092	79,035	80,348	82,072	84,300	86,024	89,676
	8	70,433	82,158	83,528	85,320	87,638	89,434	93,231
	9	70,775	82,500	83,870	85,661	87,982	89,775	93,572
	10	73,616	87,341	88,762	90,617	93,018	94,878	98,810
	11	73,984	87,777	89,206	91,071	93,483	95,352	99,305
	20*	77,301	92,836	94,290	96,193	98,656	100,561	104,591

Specialist – 12 Month Effective: **July 3, 2021**

Specialist 12 Month	LANE	<BA+60/MA	BA+60/MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Phd/ EdD
	STEP	6	7/8	9	10	11	12/13	14
	1	63,764	67,240	68,084	69,483	71,163	72,846	74,814
	2	66,008	70,225	71,063	72,464	74,148	75,836	77,796
	3	67,005	72,513	73,345	74,733	76,400	78,068	80,015
	4	69,955	75,584	76,417	77,807	79,469	81,140	83,083
	5	74,122	78,666	79,501	80,894	82,559	84,225	86,167
	6	77,925	84,176	86,123	87,509	89,171	90,839	92,789
	7	80,995	91,330	92,847	94,839	97,413	99,406	103,626
	8	81,389	94,938	96,521	98,591	101,271	103,345	107,733
	9	81,785	95,334	96,916	98,986	101,667	103,739	108,127
	10	85,067	100,928	102,570	104,713	107,486	109,637	114,180
	11	85,492	101,432	103,082	105,237	108,024	110,185	114,752
	20*	89,326	107,277	108,958	111,156	114,003	116,204	120,860

***Step 20 is red circled. In contract year 2014-2015, effective July 1, 2014 no new members will be placed in this step**

ARTICLE 13. SALARY PROVISIONS **2022-2023** (continued)

Specialist – 10 Month Effective: **July 2, 2022**

Specialist 10 Month	LANE	<BA+60/MA	BA+60/MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Phd/ EdD
	STEP	6	7/8	9	10	11	I2/13	14
	1	52,274	55,124	55,816	56,963	58,340	59,719	61,333
	2	54,114	57,571	58,259	59,407	60,787	62,170	63,778
	3	54,932	59,447	60,129	61,267	62,633	64,001	65,598
	4	57,349	61,965	62,648	63,786	65,150	66,520	68,112
	5	60,766	64,491	65,175	66,318	67,682	69,048	70,641
	6	63,884	69,008	70,604	71,741	73,103	74,471	76,069
	7	66,400	74,873	76,117	77,750	79,860	81,494	84,953
	8	66,723	77,831	79,129	80,826	83,023	84,723	88,320
	9	67,048	78,155	79,453	81,149	83,348	85,046	88,644
	10	69,739	82,741	84,087	85,845	88,119	89,881	93,606
	11	70,087	83,155	84,508	86,274	88,559	90,331	94,074
	20*	73,230	87,947	89,325	91,126	93,460	95,265	99,082

Specialist – 11 Month Effective: **July 2, 2022**

Specialist 11 Month	LANE	<BA+60/MA	BA+60/MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Phd/ EdD
	STEP	6	7/8	9	10	11	I2/13	14
	1	56,008	59,062	59,803	61,032	62,507	63,985	65,714
	2	57,980	61,684	62,420	63,649	65,129	66,611	68,334
	3	58,856	63,693	64,424	65,644	67,107	68,572	70,283
	4	61,446	66,391	67,122	68,342	69,803	71,271	72,977
	5	65,106	69,097	69,831	71,055	72,517	73,980	75,687
	6	68,447	73,937	75,646	76,865	78,324	79,791	81,503
	7	71,143	80,221	81,554	83,303	85,564	87,315	91,021
	8	71,489	83,391	84,781	86,600	88,953	90,775	94,629
	9	71,837	83,738	85,129	86,946	89,302	91,121	94,975
	10	74,720	88,651	90,093	91,976	94,413	96,301	100,292
	11	75,094	89,094	90,544	92,437	94,885	96,782	100,794
	20*	78,461	94,228	95,705	97,635	100,136	102,070	106,160

Specialist – 12 Month Effective: **July 2, 2022**

Specialist 12 Month	LANE	<BA+60/MA	BA+60/MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Phd/ EdD
	STEP	6	7/8	9	10	11	I2/13	14
	1	64,721	68,248	69,105	70,525	72,230	73,938	75,936
	2	66,999	71,278	72,129	73,551	75,260	76,973	78,963
	3	68,010	73,600	74,445	75,854	77,546	79,239	81,216
	4	71,004	76,718	77,564	78,974	80,661	82,357	84,329
	5	75,234	79,846	80,693	82,108	83,797	85,488	87,460
	6	79,093	85,439	87,415	88,822	90,508	92,202	94,181
	7	82,210	92,700	94,240	96,261	98,874	100,897	105,181
	8	82,610	96,362	97,969	100,070	102,790	104,895	109,349
	9	83,011	96,764	98,370	100,471	103,192	105,295	109,749
	10	86,343	102,441	104,108	106,284	109,099	111,282	115,893
	11	86,775	102,953	104,629	106,816	109,645	111,838	116,473
	20*	90,666	108,887	110,593	112,823	115,713	117,947	122,673

***Step 20 is red circled. In contract year 2014-2015, effective July 1, 2014 no new members will be placed in this step**

ARTICLE 14. MISCELLANEOUS PROVISIONS

SECTION 1. MILEAGE. ASAP Members whose duties require an automobile will be reimbursed on the basis of the current Board approved rate, for job-related use. Reimbursable mileage shall be reported and paid in accordance with the rules and regulations established by the School District. Recipients of mileage reimbursement shall maintain automobile liability insurance in the amounts not less than \$100,000/\$300,000 for personal injury and \$50,000 for property damage. The Board may, at its sole discretion, effect an increase in the reimbursement rate per mile.

ARTICLE 15. SCOPE AND DURATION OF AGREEMENT

SECTION 1. At any time during the term of this Agreement, the ASAP shall have the right to meet and confer with the Board on appropriate matters of policy.

SECTION 2. When the expiration date of this Agreement is reached, and when negotiations for amendments hereof or for a new agreement have not yet been completed, the terms and provisions of this Agreement and salary and benefits shall be maintained without adjustment until agreement is reached between the parties for amendments hereto or for a new agreement.

SECTION 3. SEVERABILITY. If any provisions of this Agreement shall be contrary to any applicable law, or determined to be void or unenforceable, all of the other provisions of this contract shall remain in full force and effect.

SECTION 4. In the event any provision of this Agreement is found to be contrary to law or to local, state or federal regulations, the Board shall not be required to add any funds for terms and conditions of employment in order to rectify the matter.

SECTION 5. DURATION. This Agreement shall be effective July 1, 2021, and shall continue in full force and effect until June 30, 2023, except as otherwise indicated.

INDEPENDENT SCHOOL DISTRICT NO. 625

ASSOCIATION OF SUPERVISORY AND ADMINISTRATIVE PERSONNEL

Chair, Board of Education

Negotiator, Association of Supervisory and Administrative Personnel

Assistant Director of Employee/Labor Relations

President, Association of Supervisory and Administrative Personnel

Date

Date

MEMORANDUM OF AGREEMENT

Improvement Plans
Definition of Terms
Employee Child Enrollment Preference
Professional Issues Committee
Tier 2 Subs

STATEMENT OF INTENT

Schedule 56A

MEMORANDUM OF AGREEMENT

BETWEEN ASSOCIATION OF SUPERVISORY AND ADMINISTRATIVE PERSONNEL AND
INDEPENDENT SCHOOL DISTRICT NO. 625

REGARDING IMPROVEMENT PLANS

Placement on an Improvement Plan

The direct supervisor will advise the ASAP Member that the ASAP Member's performance needs improvement. The parties will discuss performance issues and attempt corrections on an informal basis. If the supervisor determines that improvement in the ASAP Member's performance has not occurred, the supervisor will design a reasonable improvement plan which clearly sets out expectations, supports, and timelines to improve performance. While the supervisor is responsible for creating the improvement plan, he/she will meet with the ASAP Member to discuss and develop the components of the plan. The ASAP Member has the right to representation at this meeting if the ASAP Member so chooses.

If, after the first performance improvement plan the supervisor determines that improvement in the ASAP Member's performance has not satisfactorily occurred, the supervisor will design a second reasonable improvement plan which clearly sets out expectations, supports, and timelines to improve performance. While the supervisor is responsible for creating the improvement plan, he/she will meet with the ASAP Member to discuss and develop the components of the plan. The ASAP Member has the right to representation at this meeting if the ASAP Member so chooses. If, after a second performance improvement plan an ASAP member has not met performance standards, the ASAP member may be relieved of the position.

"On Track"

An ASAP Member will be considered "on track" if the ASAP Member has substantial compliance with the components of the improvement plan as of May 15. The supervisor also must be substantially "on track" in providing timely support and monitoring of the improvement plan. "On track" means following the actions and adhering to the timelines outlined in the improvement plan. The supervisor will determine and notify the ASAP Member as of May 15 if the supervisor determines that the ASAP Member is not "on-track." A meeting will be held no later than June 1 of that year to discuss the supervisor's determination. The ASAP Member will have an opportunity to present additional information and mitigating circumstances. The ASAP Member may have representation at this meeting if the ASAP Member desires. If after this meeting the supervisor determines that the ASAP Member is not on track, the ASAP Member will not receive step advancement as of July 1 or, if the ASAP Member is on the top step of the salary schedule, the ASAP Member's salary will be frozen. If the supervisor is not substantially on track, a step increment or salary increase cannot be withheld. The ASAP Member shall have the step or salary increase granted retroactively to July 1 if the ASAP Member successfully completes the components of the improvement plan.

The supervisor may determine the ASAP Member's performance is improving and the ASAP Member is on track with the improvement plan by the end of one school year and still have performance concerns that need to be addressed in the upcoming school year. In these cases a new improvement plan with clear expectations and timelines for the upcoming school year will be created.

Memorandum of Agreement Regarding Improvement Plans (continued)

Rights to Review

Placement on an improvement plan is at the discretion of the District. An ASAP Member may appeal the components or timelines of an improvement plan to the Superintendent. If step advancement/salary increase is not reinstated within twelve (12) months, the ASAP Member may utilize the grievance procedure to seek reinstatement of the step/salary increase.

These provisions apply to attempts to remediate performance and do not modify employees' rights or employer's rights with regard to disciplinary procedures.

INDEPENDENT SCHOOL DISTRICT NO. 625

ASSOCIATION OF SUPERVISORY AND
ADMINISTRATIVE PERSONNEL

Chair, Board of Education

President, Association of Supervisory and
Administrative Personnel

Assistant Director of Employee/Labor
Relations

Date

Date

MEMORANDUM OF AGREEMENT

Definition of Terms

This Memorandum of Agreement is by and between Independent School District No. 625, Saint Paul Public Schools ("District"), Employer, and the Association of Supervisory and Administrative Personnel ("ASAP") exclusive representative for licensed and non-licensed confidential ASAP Members in the employ of the District. Its purpose is to establish and confirm the terms and conditions of employment for members of that bargaining unit.

Both parties agree to jointly file with Minnesota Bureau of Mediation Services the definition for "Appropriate Unit" as it should be recognized set forth in the labor agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

ASSOCIATION OF SUPERVISORY AND
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MEMORANDUM OF AGREEMENT

EMPLOYEE CHILD ENROLLMENT PREFERENCE

The district and ASAP recognize that when district employees choose to enroll their children in the Saint Paul Public Schools it sends a strong message to the rest of our community about the excellence of our schools. In recognition of the service district employees provide, the District will make reasonable efforts to accommodate the school enrollment choice preferences of ASAP district employees.

INDEPENDENT SCHOOL DISTRICT NO. 625

ASSOCIATION OF SUPERVISORY AND
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MEMORANDUM OF AGREEMENT

Professional Issues Committee (PIC)

In order to allow for collaborative decision-making, the District and the Association of Supervisory and Administrative Personnel agree to establish a Professional Issues Committee (PIC) to discuss issues around culture, **and** climate, **job description criteria and consistency, placement of new members into specific job titles, and working from home**. The PIC will include an equal number of ASAP members and administrators appointed by the District consisting of no more than 4 members from ASAP and 4 members from administration. The PIC will meet once each quarter for two hours. More or fewer meetings may be scheduled at the discretion of the committee.

The District and the Union will mutually schedule the first PIC meeting within 60 days of signing this contract.

INDEPENDENT SCHOOL DISTRICT NO. 625

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MEMORANDUM OF AGREEMENT

Tier 2 Substitutes

The District and ASAP recognize the importance of keeping schools open and students attending in person to provide the most conducive learning environment. As a result, ASAP recognizes that its licensed members will be needed to serve as Tier 2 substitutes. In order to provide the least disruptive and most equitable process for assigning ASAP members to schools, two ASAP board members will consult with district representatives prior to the beginning of the school year to develop a plan for calling and assigning ASAP members to Tier 2 substitute positions.

STATEMENT OF INTENT

Schedule 56A will include Program Managers only. Innovation and Evaluation Specialists will move to the salary schedule for 12-month Specialists.

Due to differences in the job duties and functions assigned to the Program Managers that are currently in 56A, members who believe the work they are doing more closely aligns with classifications within ASAP at a higher grade than 56A, will be given the opportunity to complete a job profile. Members will need to provide the “Workforce Design Specialist” of Human Resources a completed job profile by April 8, 2022. Evaluation and analysis of the job profile will be completed no later than June 30, 2022.

Should the job profile evaluation recommend a position be reallocated to a higher classification in a grade other than 56A, the reallocation will be effective July 1, 2022.

ADDITIONAL INFORMATION

AUXILIARY GRIEVANCE PROCEDURE

(Not a Part of the Negotiated Agreement)

The grievance procedure contained in the Agreement shall be applicable through Step 4, but not arbitration, for other matters of policy and regulations of Independent School District No. 625. For this purpose, a grievance is defined as an allegation that there has been an explicit violation, misinterpretation, or misapplication of policies or regulations of this School District.

HR Benefit Summary: Pension Plan

(Not a Part of the Negotiated Agreement)

Licensed classification positions will be a member of the Saint Paul Teachers' Retirement Association, phone 651/642-2550. Members will contribute 7.0% of their salaries, and the District will contribute an amount equal to 9.84% of the said salaries.

Non-licensed classification positions will be a member of the Public Employees Retirement Association (PERA), phone 651/296-7460. Members will contribute 6.5% of salary, and the District will contribute 7.5% of said salary.

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