

2007 - 2009

AGREEMENT BETWEEN

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

And

**ASSOCIATION OF SUPERVISORY
AND ADMINISTRATIVE PERSONNEL**

July 1, 2007 through June 30, 2009





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

Kazoua Kong-Thao	Chair
Elona Street-Stewart	Vice-Chair
Tom Conlon	Clerk
Tom Goldstein	Treasurer
John Brodrick	Director
Anne Carroll	Director
Keith Hardy	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 supervisory 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, 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 administrators 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 Bureau of Mediation Services 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 § 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 nonlicensed supervisory 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 Bureau of Mediation Services 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 administrators are expected to be on duty providing their contractual services.

SECTION 7. CONTRACT YEAR. The typical contract year for positions in this unit is twelve (12) calendar months (fifty-two [52] duty weeks) from July 1 through June 30. 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.

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.

ARTICLE 5. PROFESSIONAL GROWTH

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 administrators which are encouraged by the Board.

SECTION 2. Within the limits stated in this Section, funds shall be provided to pay the costs for attendance at national or regional conventions, workshops, clinics or other professional meetings approved by the Superintendent. Meetings which have negotiations as a principle topic shall not be deemed appropriate for purposes of this Article. "Costs for attendance" shall mean registration fees, lodging, food, and travel. Expenses to be reimbursed shall be properly documented upon the appropriate voucher form in accordance with District regulations.

Subd. 1. Up to \$750 of the available allowance in Subd. 3. in any contract year may be applied to payment of professional association fees. Any amount paid for such dues shall be deducted from the total available for the year, as provided in Subdivision 3. below.

Subd. 2. All attendance at specific meetings and conferences or membership in professional organizations covered under these provisions shall be in areas of relevance to the contractual responsibilities of the individual and subject to the approval of the Superintendent.

Subd. 3. Allowance. For the contract years 2007-09 an amount not to exceed \$2,000 maximum per employee shall be made available for professional growth expenses as outlined in this Article.

Subd. 4. Professional Growth Allowance Carryover. The full individual allowance for professional growth for one contract year or a part thereof which remains unused, will carry forward from that contract year to the next. Such carryover amount shall be added to the allowance available in the subsequent contract year, in order to enable attendance at an approved conference, the cost for which would be in excess of the amount available in the single year. The following limitations shall apply:

- Year-to-year carryover shall not exceed \$2,000.
- Carryover shall not occur in two consecutive years; i.e., any amount remaining unused at the end of the year subsequent to the carryover shall be lost.
- Year-to-year carryover shall not be used as a basis for claiming a right to attend multiple conferences in any given year.
- Amounts less than \$25 shall not be carried over from year to year, and the amount to be carried over from year to year shall be rounded to the nearest multiple of \$5.
- The maximum allowance available (including carryover) in any year cannot exceed \$4,000.

Subd. 5. Administrators 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 pay, rights, and benefits, subject to the approval of the Superintendent.

Subd. 6. Attendance of administrators at other professional meetings without loss of pay may be granted subject to the approval of the Superintendent.

ARTICLE 6. COMPENSABLE LEAVE

SECTION 1. SICK LEAVE. Administrators contracted for fifty-two (52) weeks shall be eligible for fifteen (15) days of sick leave per year. Administrators contracted for less than fifty-two (52) weeks shall be eligible for a prorated proportion of the full year formula, prorated on the length of the work year.

Subd. 1. Administrators 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 administrator 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: Administrators 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 Illness: 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 serious or critical illness of his/her spouse, parent or member of the employee's household. These hours when used are deducted from sick leave.

4.3 Sick Child Care Leave. Sick leave to care for a sick child shall be granted on the same terms as the administrator is able to use sick leave for the administrator's own illness. This leave shall only be granted pursuant to Minn. Stat. §181.9413 and shall remain available as provided in Statute.

4.4 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) weeks 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) weeks 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 or his designated representative as to the scheduling of vacation time.

ARTICLE 6. COMPENSABLE LEAVE

SECTION 2. BEREAVEMENT LEAVE. A leave of absence with 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 step-parent, 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.

SECTION 4. COURT CASES. Any administrator 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 administrator is not a party in the case, and provided that the case is not the result of litigation undertaken by the administrator or the Association of Supervisory and Administrative Personnel (ASAP) against the District. Any fees that the administrator 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 administrator 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.

SECTION 5. PROFESSIONAL LEAVE. Administrators 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 administrators requesting leaves and the number of days of leave requested shall be considered in granting or denying requests.

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

SECTION 7. SCHOOL-RELATED INJURIES. An administrator 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 administrator's accumulated sick leave. This provision shall apply provided that the administrator acted professionally and with appropriate precautions.

ARTICLE 6. COMPENSABLE LEAVE, Section 8 (continued)

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 administrator.

Subd. 1. In order to be eligible for sabbatical leave, an administrator 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 sabbatical leave, an administrator 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 administrator absent on sabbatical leave shall be at the rate of fifty percent (50%) of the administrator'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 administrator 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 administrator'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 administrator 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 administrators (certificated supervisory and certificated supervisory confidential).

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. Administrators 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 administrator 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 administrator is incapacitated for any professional employment in the District.

ARTICLE 6. COMPENSABLE LEAVE, Section 8 (continued)

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 administrator 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. 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.

ARTICLE 7. ADMINISTRATOR BENEFITS

SECTION 1. ACTIVE ADMINISTRATOR BENEFITS

Subd. 1. Cafeteria Benefits Plan. Effective January 1, 2005, 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.

1.1 Cafeteria Plan Credits: Employees who qualify for coverage shall receive \$830 per month for single coverage and \$975 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.

1.1.1 Effective January 1, 2008, employees who qualify for coverage shall receive \$830 per month for single coverage and \$1,075 per month for family/single+1 coverage that they may spend in a District qualified cafeteria benefits plan.

1.1.2 Effective January 1, 2009, employees who qualify for coverage shall receive \$830 per month for single coverage and \$1,145 per month for family/single+1 coverage that they may spend in a District qualified cafeteria benefits plan.

1.2 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.

1.3 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. 2. 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. 3. 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. 4. Eligible administrators on non-compensable leave may elect to continue insurance coverages for one (1) year or less at School District rates at the administrator's expense.

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

ARTICLE 7. ADMINISTRATOR BENEFITS (continued)

SECTION 2. LIABILITY INSURANCE

Subd. 1. Administrators 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 administrators 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 administrators provide their own basic limits as noted above. Any administrator 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 Minnesota Statute § 466.04 shall govern.

SECTION 3. VACATIONS AND HOLIDAYS

Subd. 1. Twelve (12)-month administrators shall be credited with twenty-five (25) days vacation per year on January 1 of each year. Those twelve (12)-month administrators who have been employed by District contract for three (3) consecutive years or more shall be credited with thirty (30) days of vacation per year. Up to 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.

Subd. 2. Each twelve (12)-month administrator must take at least twelve (12) days of vacation each year. Unused vacation beyond the mandatory twelve (12) days may be accumulated as shown in Subd. 3.

Subd. 3. Twelve (12)-month administrators may carry over a maximum forty (40) days (320 hours) of unused earned vacation days from any current year to the following year. Days may not be accumulated year to year beyond the forty (40)-day (320 hour) maximum.

Subd. 4. Administrators 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 and Independence Day.

Subd. 5. Vacation shall be prorated for partial years of service.

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 fifty-five (55) years of age or older and must be eligible for pension under provisions of the Saint Paul Teachers Retirement Fund or the Public Employees Retirement Association (PERA).

ARTICLE 7. ADMINISTRATOR BENEFITS, Section 4 (continued)

- 1.2 The employee must be voluntarily separated from District employment or have been 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.

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. Effective December 1, 2008, 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 \$175 for each day of accrued unused sick leave for up to one hundred fourteen and twenty-nine one-hundredth (114.29) days.
- 2.3 Maximum Severance. For employees providing less than six (6) 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 \$22,500.

- 2.3.1. For employees providing six (6) 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 \$23,500.

Subd. 3. Pay for Earned, Unused Vacation. Administrators 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.

ARTICLE 7. ADMINISTRATOR BENEFITS (continued)

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 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.
- 1.3 All retirees must meet the following requirements:
 - A. Be receiving pension benefits from the St. Paul Teachers Retirement Association or other public employee retiree program 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.

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.

ARTICLE 7. ADMINISTRATOR BENEFITS, Section 5 (continued)

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.
- 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. Employees hired after January 1, 1996, after completion of three (3) full years of consecutive active service in Independent School District No. 625, are eligible to participate in an employer matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. Upon reaching eligibility, the District will match up to \$60 per paycheck up to \$600 per year of consecutive active service, up to a cumulative lifetime maximum of \$12,500. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match. Approved non-compensatory leave shall not be counted in reaching the three (3) full years of consecutive active service, and shall not be considered a break in service. Time worked in the City of Saint Paul will not be counted toward this three (3)-year requirement.

- 5.1 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. The District will match up to \$1,500 per year of consecutive active service. Part-time employees working half-time or more 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.

ARTICLE 8. PROTECTION

SECTION 1. Administrators 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 administrator involved, the School District shall provide legal counsel for any administrator 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 administrator. The choice of such legal counsel shall be made only after consultation with the administrator.

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 administrator pursuant to the contract obligation of another or otherwise than under Minnesota Statute § 127.03, Subdivision 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 administrator and not against the School District.

SECTION 3. The Board shall provide appropriate bonding for administrators.

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, insofar as the exigencies of the situation permit, the existence of such vacancy or new position shall be made known to the staff and opportunity given for application to be made.

SECTION 2. There shall be a three (3)-year probationary period for promotional appointments for individuals having tenure in the District and for new appointments for individuals not immediately previously employed in the District. There will be a one (1) year probation period for any ASAP administrator who held an ASAP position immediately prior to the new appointment and had completed probation in the earlier position.

A probationary administrator who is not confirmed in the promotional position and who held a position in the District immediately prior to appointment has the right to return to his/her previous position if it remains available, or to a position equivalent to the one held prior to the probationary promotional appointment.

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 administrator 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 administrator immediately prior to taking leave and for which the administrator 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 administrator and the appropriate leave application form completed and sent to the Director of Human Resources at least two (2) calendar months before the commencement of the intended leave.

Subd. 2. If the reasons for the parental leave include pregnancy, the administrator shall also provide at the time of leave application a signed statement by her physician indicating the expected date of delivery and that she is fully capable of meeting the requirements of her position until the date of the 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 administrator 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 administrator at the time the leave would otherwise terminate. If the administrator refuses reassignment to a position when it is offered, that administrator thereby waives all further rights to reassignment.

SECTION 4. PARENTAL LEAVE WITH GUARANTEE OF POSITION

Subd. 1. An administrator 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 administrator 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 administrator'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 Subdivision 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 administrator is unable to continue or resume working for health reasons attributable to the pregnancy.

ARTICLE 10. PARENTAL LEAVE (continued)

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

Subd. 6. An administrator on parental leave with position guarantee who fails to return from such leave as scheduled for reasons other than those included under Subdivision 4 5 of this Section shall thereby relinquish any right to retain or be granted another parental leave with position guarantee. In such instance, unless an administrator 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 3, Subdivision 4 3.

SECTION 5. PROCEDURES FOR TERMINATION OF PARENTAL LEAVE

Subd. 1. Except for leaves granted with position guarantee, the administrator on parental leave shall notify the Director of Human Resources that the administrator 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. 2. If the parental leave was taken for reasons which include pregnancy, the administrator shall provide the Director of Human Resources, prior to the resumption of working duties, a completed physical examination form (Form 44A) signed by her physician verifying her fitness to assume the full responsibilities of working.

Subd. 3. Should the number of administrators desiring to return from parental leave exceed the number of appropriate vacancies, preference for assignments shall be given the administrator 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. "Administrator" shall mean any member of the appropriate unit as certified by the effective order of the Bureau of Mediation Services, State of Minnesota.

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

Subd. 4. "Grievant" shall mean an administrator 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 administrator's obligations toward the School District.

Subd. 5. Administrator's Rights. Nothing herein shall be construed to limit, impair or affect the right of any administrator, group of administrators, 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 administrator'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 administrator 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. 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.

SECTION 2. Effective July 1, 1997, individuals holding less than a Master's degree will be paid at the BA+60/MA Lane. Individuals hired after January 1, 1998, holding less than a Master's degree or BA+60 shall be paid \$600 less than the scheduled MA/BA+60 salary for BA+45, \$1,200 less for BA+30, \$1,800 less for BA+15, and \$2,400 less for BA degree.

SECTION 3. LONGEVITY STIPEND

Subd. 1. Service factors are fixed annual dollar amounts beyond the administrators' 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-year assignment, but not prorated for extended year contracts.

ARTICLE 13. SALARY PROVISIONS, Section 3 (continued)

Subd. 3. Amounts are as follows:

2007 – 09 Amounts

Lanes	BA through BA+45		MA/BA+60 through Ph.D.	
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. Administrators 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 provided; however, that course work from other institutions may be considered only if the work is relevant to the administrator’s daily assignment, and if equivalent course content is not available through accredited institutions deemed by the Superintendent to be reasonably accessible to the administrator, 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 administrator.

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.

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.

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 Subdivision.

Subd. 5. ASAP recognizes that the Board desires all administrators 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.

ARTICLE 13. SALARY PROVISIONS, Section 4 (continued)

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 administrator, 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 administrator 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 administrator is on an improvement plan and designated as not on track with the requirements of the plan. If an administrator 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 administrator's salary will be frozen.

Subd. 2. Placement on an improvement plan is at the discretion of the District. An administrator 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 administrator 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-years.

Subd. 2. Procedure for Addressing Significant Overpayment Errors. In the case of a significant overpayment, deductions from bi-weekly 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-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.

ARTICLE 13. SALARY PROVISIONS

SECTION 7. Salary Schedule Effective June 23, 2007

	LANE	MA*	MA+15	MA+30	MA+45	MA+60	SPEC.	Ph.D.
		8	9	10	11	12	13	14
Assist. Director	Step 1							
	2	\$77,206	\$78,120	\$79,038	\$79,952	\$80,865	\$80,865	\$81,778
	3	\$79,774	\$80,719	\$81,668	\$82,615	\$83,559	\$83,559	\$84,505
	4	\$82,269	\$83,214	\$84,163	\$85,110	\$86,054	\$86,054	\$86,999
	5	\$86,032	\$87,023	\$88,017	\$89,009	\$89,999	\$89,999	\$90,990
	6	\$89,070	\$90,061	\$91,056	\$92,047	\$93,037	\$93,037	\$94,028
	7	\$93,707	\$94,751	\$95,800	\$96,846	\$97,889	\$97,889	\$98,934
	8	\$97,824	\$98,915	\$100,010	\$101,104	\$102,194	\$102,194	\$103,286
	9	\$99,761	\$100,874	\$101,991	\$103,106	\$104,218	\$104,218	\$105,331
	Consultant VII	Step 1						
2		\$75,013	\$75,926	\$76,840	\$77,754	\$78,669	\$78,669	\$79,583
3		\$77,503	\$78,447	\$79,394	\$80,339	\$81,287	\$81,287	\$82,233
4		\$79,998	\$80,942	\$81,890	\$82,835	\$83,783	\$83,783	\$84,728
5		\$83,652	\$84,642	\$85,634	\$86,626	\$87,619	\$87,619	\$88,609
6		\$86,690	\$87,679	\$88,672	\$89,663	\$90,657	\$90,657	\$91,647
7		\$91,198	\$92,241	\$93,288	\$94,332	\$95,379	\$95,379	\$96,424
8		\$95,202	\$96,292	\$97,386	\$98,477	\$99,571	\$99,571	\$100,663
9		\$97,087	\$98,199	\$99,314	\$100,427	\$101,543	\$101,543	\$102,656
Supervisor Administrator		Step 1						
	2	\$71,353	\$72,269	\$73,182	\$74,096	\$75,013	\$75,013	\$75,926
	3	\$73,715	\$74,661	\$75,608	\$76,553	\$77,503	\$77,503	\$78,448
	4	\$76,211	\$77,157	\$78,103	\$79,049	\$79,998	\$79,998	\$80,942
	5	\$79,683	\$80,675	\$81,666	\$82,657	\$83,652	\$83,652	\$84,642
	6	\$82,721	\$83,713	\$84,704	\$85,694	\$86,690	\$86,690	\$87,680
	7	\$87,014	\$88,059	\$89,104	\$90,149	\$91,198	\$91,198	\$92,241
	8	\$90,829	\$91,922	\$93,014	\$94,105	\$95,202	\$95,202	\$96,292
	9	\$92,628	\$93,742	\$94,856	\$95,969	\$97,087	\$97,087	\$98,199
	Coordinator Division Manager Assist. Supervisor Consultant I Assist. Admin.	Step 1						
2		\$69,160	\$70,077	\$70,990	\$71,903	\$72,817	\$72,817	\$73,732
3		\$71,444	\$72,394	\$73,339	\$74,283	\$75,230	\$75,230	\$76,177
4		\$73,940	\$74,889	\$75,835	\$76,779	\$77,726	\$77,726	\$78,672
5		\$77,303	\$78,298	\$79,289	\$80,279	\$81,271	\$81,271	\$82,262
6		\$80,341	\$81,336	\$82,327	\$83,317	\$84,309	\$84,309	\$85,301
7		\$84,505	\$85,554	\$86,598	\$87,642	\$88,687	\$88,687	\$89,733
8		\$88,207	\$89,304	\$90,395	\$91,486	\$92,578	\$92,578	\$93,671
9		\$89,954	\$91,072	\$92,185	\$93,297	\$94,411	\$94,411	\$95,526
Evaluation Spec. Innovation Spec. Program Manager		Step 1						
	2	\$64,982	\$65,859	\$66,736	\$67,611	\$68,485	\$68,485	\$69,361
	3	\$67,122	\$68,030	\$68,937	\$69,843	\$70,746	\$70,746	\$71,652
	4	\$69,617	\$70,524	\$71,431	\$72,338	\$73,242	\$73,242	\$74,148
	5	\$72,773	\$73,724	\$74,674	\$75,624	\$76,571	\$76,571	\$77,522
	6	\$75,811	\$76,762	\$77,712	\$78,662	\$79,609	\$79,609	\$80,560
	7	\$79,728	\$80,731	\$81,733	\$82,734	\$83,733	\$83,733	\$84,735
	8	\$83,216	\$84,264	\$85,311	\$86,357	\$87,401	\$87,401	\$88,448
	9	\$84,864	\$85,933	\$87,001	\$88,067	\$89,132	\$89,132	\$90,199

*Administrators who were placed on this lane prior to January 1, 1980, on the basis of BA+60 credits shall remain so placed until or unless they qualify for higher placement.

ARTICLE 13. SALARY PROVISIONS (continued)

SECTION 7. Salary Schedule effective July 5, 2008

	MA*	MA+15	MA+30	MA+45	MA+60	SPEC.	Ph.D.	
	LANE 8	9	10	11	12	13	14	
Assist. Director	Step 1							
	2	\$79,137	\$80,073	\$81,013	\$81,950	\$82,886	\$82,886	\$83,822
	3	\$81,768	\$82,737	\$83,709	\$84,680	\$85,648	\$85,648	\$86,617
	4	\$84,325	\$85,294	\$86,267	\$87,237	\$88,205	\$88,205	\$89,174
	5	\$88,183	\$89,198	\$90,218	\$91,235	\$92,249	\$92,249	\$93,265
	6	\$91,297	\$92,312	\$93,332	\$94,349	\$95,363	\$95,363	\$96,379
	7	\$96,049	\$97,120	\$98,194	\$99,267	\$100,336	\$100,336	\$101,407
	8	\$100,269	\$101,388	\$102,511	\$103,632	\$104,749	\$104,749	\$105,868
	9	\$102,255	\$103,395	\$104,541	\$105,684	\$106,823	\$106,823	\$107,964
	Consultant VII	Step 1						
2		\$76,888	\$77,824	\$78,761	\$79,698	\$80,636	\$80,636	\$81,573
3		\$79,441	\$80,408	\$81,379	\$82,348	\$83,319	\$83,319	\$84,289
4		\$81,998	\$82,966	\$83,937	\$84,906	\$85,877	\$85,877	\$86,846
5		\$85,744	\$86,758	\$87,775	\$88,791	\$89,809	\$89,809	\$90,825
6		\$88,858	\$89,871	\$90,889	\$91,904	\$92,923	\$92,923	\$93,939
7		\$93,478	\$94,547	\$95,620	\$96,690	\$97,764	\$97,764	\$98,834
8		\$97,582	\$98,699	\$99,820	\$100,939	\$102,061	\$102,061	\$103,179
9		\$99,514	\$100,654	\$101,797	\$102,938	\$104,082	\$104,082	\$105,222
Supervisor Administrator		Step 1						
	2	\$73,137	\$74,075	\$75,011	\$75,948	\$76,888	\$76,888	\$77,824
	3	\$75,558	\$76,528	\$77,498	\$78,467	\$79,441	\$79,441	\$80,409
	4	\$78,116	\$79,086	\$80,056	\$81,025	\$81,998	\$81,998	\$82,966
	5	\$81,675	\$82,692	\$83,707	\$84,724	\$85,744	\$85,744	\$86,758
	6	\$84,789	\$85,806	\$86,821	\$87,837	\$88,858	\$88,858	\$89,872
	7	\$89,189	\$90,260	\$91,332	\$92,402	\$93,478	\$93,478	\$94,547
	8	\$93,100	\$94,220	\$95,339	\$96,458	\$97,582	\$97,582	\$98,699
	9	\$94,943	\$96,085	\$97,227	\$98,368	\$99,514	\$99,514	\$100,654
	Coordinator Division Manager Assist. Supervisor Consultant I Assist. Admin.	Step 1						
2		\$70,889	\$71,829	\$72,765	\$73,700	\$74,637	\$74,637	\$75,575
3		\$73,230	\$74,204	\$75,173	\$76,141	\$77,111	\$77,111	\$78,082
4		\$75,789	\$76,762	\$77,731	\$78,699	\$79,669	\$79,669	\$80,639
5		\$79,236	\$80,256	\$81,271	\$82,286	\$83,302	\$83,302	\$84,319
6		\$82,350	\$83,370	\$84,385	\$85,400	\$86,416	\$86,416	\$87,433
7		\$86,617	\$87,693	\$88,763	\$89,833	\$90,904	\$90,904	\$91,977
8		\$90,413	\$91,537	\$92,655	\$93,773	\$94,892	\$94,892	\$96,013
9		\$92,203	\$93,349	\$94,490	\$95,630	\$96,772	\$96,772	\$97,915
Evaluation Spec. Innovation Spec. Program Manager		Step 1						
	2	\$66,607	\$67,506	\$68,404	\$69,302	\$70,197	\$70,197	\$71,095
	3	\$68,800	\$69,730	\$70,660	\$71,589	\$72,515	\$72,515	\$73,444
	4	\$71,358	\$72,287	\$73,217	\$74,147	\$75,073	\$75,073	\$76,002
	5	\$74,592	\$75,567	\$76,541	\$77,514	\$78,485	\$78,485	\$79,460
	6	\$77,706	\$78,681	\$79,655	\$80,628	\$81,599	\$81,599	\$82,574
	7	\$81,722	\$82,750	\$83,777	\$84,803	\$85,826	\$85,826	\$86,853
	8	\$85,297	\$86,371	\$87,444	\$88,516	\$89,586	\$89,586	\$90,659
	9	\$86,986	\$88,081	\$89,176	\$90,269	\$91,360	\$91,360	\$92,454

*Administrators who were placed on this lane prior to January 1, 1980, on the basis of BA+60 credits shall remain so placed until or unless they qualify for higher placement.

ARTICLE 14. MISCELLANEOUS PROVISIONS

SECTION 1. MILEAGE. Administrators whose duties require an automobile will be reimbursed on the basis of the current Board approved rate or 31¢ per mile, whichever is greater, 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.

SECTION 2. TENURE. The School District must maintain and preserve the tenure rights established under Minnesota Stat. §122A.41 for licensed administrators established in the prior agreement between the Saint Paul Board of Education and the Association of Supervisory and Administrative Personnel and recognized by the courts.

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, 2007, and shall continue in full force and effect until June 30, 2009, 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

Negotiations/Employee Relations Manager

President, Association of Supervisory and Administrative Personnel

Date

Date

MEMORANDUM OF AGREEMENT

Terms and Conditions of Employment for
Licensed and Non-licensed Confidential Administrators

MEMORANDUM OF AGREEMENT

Improvement Plans

MEMORANDUM OF AGREEMENT

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 administrators 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.

Unit description is as ordered by the Minnesota Bureau of Mediation Services, State of Minnesota on July 18, 1977, under Case No. 77-PR-762-A:

All professional licensed and non-licensed confidential employees of Independent School District No. 625, St. Paul, Minnesota, who are employed for more than fourteen (14) hours per week and more than one hundred (100) workdays per year, excluding all employees employed under Civil Service regulations, superintendents and assistant superintendents, principals and assistant principals, and all positions designated in the Superintendentcy.

Terms and Conditions of employment, including compensation, fringe benefits, grievance procedure, and all other matters related to the employment of members of this bargaining unit shall be as set forth by the 2001-03 Agreement between Independent School District No. 625, Saint Paul Public Schools and Association of Supervisory and Administrative Personnel; duration of the cited labor agreement is concurrent with this Memorandum.

This Memorandum of Agreement is effective July 1, 2007, and expires June 30, 2009, except as otherwise indicated in the concurrent labor agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

ASSOCIATION OF SUPERVISORY AND ADMINISTRATIVE PERSONNEL

Chair, Board of Education

Negotiator, Association of Supervisory and Administrative Personnel

Negotiations/Employee Relations Manager

President, Association of Supervisory and Administrative Personnel

Date

Date

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 administrator that the administrator'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 administrator'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 administrator to discuss and develop the components of the plan. The administrator has the right to representation at this meeting if the administrator so chooses.

"On Track"

An administrator will be considered "on track" if the administrator 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 administrator as of May 15 if the supervisor determines that the administrator is not "on-track." A meeting will be held no later than June 1 of that year to discuss the supervisor's determination. The administrator will have an opportunity to present additional information and mitigating circumstances. The administrator may have representation at this meeting if the administrator desires. If after this meeting the supervisor determines that the administrator is not on track, the administrator will not receive step advancement as of July 1 or, if the administrator is on the top step of the salary schedule, the administrator's salary will be frozen. If the Supervisor is not substantially on track, a step increment or salary increase cannot be withheld. The administrator shall have the step or salary increase granted retroactively to July 1 if the administrator successfully completes the components of the improvement plan.

The supervisor may determine the administrator's performance is improving and the administrator 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 administrator 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 administrator 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

Negotiator, Association of Supervisory and
Administrative Personnel

Negotiations/Employee Relations Manager

President, Association of Supervisory and
Administrative Personnel

Date

Date

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.

LABOR MANAGEMENT COOPERATION

(Not a Part of the Negotiated Agreement)

The District and Association agree that it is in the best interest of central office administrators and the school district to meet and discuss areas of concern or ideas for ways to improve what we are already doing. Therefore, the Association and the District will work together, during the term of the 2007-09 labor agreement, on a forum for these discussions. These discussions are intended to address issues quickly by bringing people relevant to the discussion together in a forum to talk. Either the Association or the District can initiate these discussions. Both parties understand that to limit disruptions at the various work sites, participation in these discussions should be limited to small groups of people. This forum does not replace negotiations of contractual issues.

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