

2019 - 2021

SAINT PAUL PUBLIC SCHOOLS

Independent School District No. 625

**TERMS AND CONDITIONS
OF PROFESSIONAL
EMPLOYMENT**

Agreement between the

Saint Paul Board of Education

and the

Saint Paul Federation of Educators

Representing

Members of the Teacher Bargaining Unit

July 1, 2019 through June 30, 2021

with

Additional Information

and

Memoranda of Agreement



SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

Marny Xiong	Chair
Jeanelle Foster	Vice-Chair
Zuki Ellis	Clerk
John Brodrick	Treasurer
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Jessica Kopp	Director
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District Bargaining Team

Dr. Joe Gothard	Superintendent
Cedric Baker	Chief of Staff
Kenyatta McCarty	Executive Director, Human Resources
Jim Vollmer	Assistant Director, Employee/Labor Relations
Jackie Turner	Chief Engagement Officer
Andrew Collins	Assistant Superintendent
Marcy Doud	Assistant Superintendent Office of Specialized Services
Dr. Kate Wilcox-Harris	Chief Academic Office
Dr. Yeu Vang	Assistant Superintendent Multilingual Learning

SAINT PAUL FEDERATION OF **EDUCATORS**, Local No. 28

Teacher Bargaining Team

Nick Faber	President
Charles T. Letendre	School Psychologist
Denise Young	Teacher
Diane Olson	EA Group Leader
Elysia Peitzman	Teacher
Erica Schatzlein	Teacher
Erin Dooley	Teacher
Joan Duncanson	Teacher
Jonathan Burnett	Educational Assistant

Laurel Kuhner Berker	Teacher
Leah VanDassor	Teacher
Leigh Vang	Teacher
Martha Preston	Occupational Therapist
Peter Grebner	Teacher
Peter Kvamme	Teacher
Rene Myers	Intervention Specialist
Sue Snyder	Sign Language Interpreter
Sylvia Perez	SCSP
Tom Stinson	Licensed School Nurse
Todd Marder	Teacher
Traci Buckle	Teacher
Yasmin Muridi	Educational Assistant
Mike Asmus	Organizer
Leah Lindeman	Organizer

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PREAMBLE

This joint agreement continues the work that began in the 2002-2003 agreement between the Saint Paul Federation of **Educators** and Saint Paul Public Schools. The partnership formed in that agreement provided a foundation of trust from which we continue to work together to increase student achievement. This foundation is also comprised of shared commitments we hold about the important work of educating learners in Saint Paul: a commitment to work together to improve the quality of education, a commitment to support each other, and a commitment to do our best in our work.

These commitments take on new meaning as we search for ways to make our system work more effectively and efficiently for the citizens we serve. Built on a foundation of trust, we will continue to explore new ways of working together to improve education in Saint Paul Public Schools.

ARTICLE 1. PURPOSE OF THE AGREEMENT

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 Saint Paul Federation of **Educators** Local No. 28, AFT (hereinafter referred to as the Federation), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, Minnesota Statutes Chapter 179A, as amended, inclusive (hereinafter referred to as PELRA), has as its purpose the provision of the terms and conditions of employment for teachers for duration of this Agreement.

ARTICLE 2. RECOGNITION AND JURISDICTION

SECTION 1. RECOGNITION. In accordance with the provisions of PELRA, the results of the representation election held on May 1, 1981, and the certification order issued by the Director of the Bureau of Mediation Services, State of Minnesota, the Board recognizes the Federation as the exclusive representative of all teachers in the appropriate unit as defined in Article 3 of this Agreement.

SECTION 2. JURISDICTION. The Federation is the sole elected representative of all teachers who are defined in this Agreement and PELRA as members of the appropriate unit for the duration of this Agreement. The Federation, as exclusive representative, has those rights and duties as prescribed by PELRA and this Agreement.

ARTICLE 3. DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT

"Terms and Conditions of Employment" shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the personnel policies affecting the working conditions of the teachers, but does not mean education policies of the District.

SECTION 2. TEACHER. "Teacher" shall mean any member of the appropriate unit but not substitute teachers except for those provisions that expressly state their inclusion.

SECTION 3. APPROPRIATE UNIT. The appropriate unit shall consist of all teachers of Independent School District No. 625, Saint Paul, Minnesota, as defined in Minnesota Statute (M.S.) §179A.03, Subd. 18, employed in a position for which the person must be licensed by the Minnesota Department of Education (DOE), including those on leave of absence who are guaranteed a position upon their return, excluding the following employees: supervisory employees, confidential employees, superintendents, principals and assistant principals who devote more than 50% of their time to administrative and supervisory duties; any paraprofessional educational assistant or teaching assistant positions whether or not they are required to hold a certificate of license issued by the Minnesota DOE, and all other employees.

As so defined, the appropriate unit includes classroom, helping, resource, itinerant, and homebound teachers, specialists, physical and occupational therapists, nurses, librarians, counselors, school social workers, school psychologists, teacher-coordinators, administrative interns and administrative assistants, consultants, lead teachers, team leaders, and other classifications which are also within the definition of the appropriate unit.

SECTION 4. BOARD. "Board" shall mean the Board of Education or its designated officials.

SECTION 5. SUPERINTENDENT. "Superintendent" shall mean the Superintendent of Schools or representatives designated by the Superintendent.

ARTICLE 3. DEFINITIONS (continued)

SECTION 6. DAYS. "Days" shall mean teacher duty days except where otherwise indicated. For the deduction or accrual of leaves, one (1) "day" for a full-time employee shall equal eight (8) hours of leave credits.

SECTION 7. OTHER TERMS. Terms not defined in this Agreement shall have those meanings defined by PELRA. If undefined in PELRA and this Agreement, terms shall have those meanings applied to them in their usage in the Saint Paul Public School system.

ARTICLE 4. BOARD OF EDUCATION RIGHTS

SECTION 1. 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 2. 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. TEACHER RIGHTS

SECTION 1. RIGHT TO VIEWS. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher to the expression or communication of a view, complaint or opinion on any matter related to terms and conditions of employment or their betterment so long as the same is not designed to and does not interfere with or circumvent the full performance of the duties of employment or the rights of the Federation.

SECTION 2. RIGHT TO JOIN. Teachers shall have the right to form and join labor or employee organizations, but membership in such organizations shall not be required as a condition of employment.

SECTION 3. RIGHT TO DUES CHECK OFF. Teachers shall have the right to request and be granted payroll check off for dues to be paid to the Federation. Upon receipt by the payroll department of a properly-executed authorization card of the teacher involved, the Board will cause to be deducted from the teacher's paycheck the amount that the teacher has agreed to pay to the Federation during the period provided in said authorization. The Board will remit said deducted amount to the Federation within the payroll period covered by the paycheck from which the deduction is made.

SECTION 4. RIGHT TO COUNSEL. Upon written request of the teacher involved, the District shall provide legal counsel for any teacher 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 teacher with the District. The choice of such legal counsel shall be made only after consultation with the teacher. Provision of counsel under this section shall not be construed to render the District liable for any torts of its employees, except as otherwise provided by law, or for reimbursement of costs of counsel provided to the teacher pursuant to the contract obligation of another or otherwise than under this section, or for payment of any judgments or any other costs or disbursements in connection therewith where the judgment, cost or disbursement is against the teacher and not against the District.

ARTICLE 6. FEDERATION RIGHTS

SECTION 1. OFFICER OR STAFF. Teachers who are elected officers of the Federation or who are appointed to its staff shall, upon proper application, be granted leave of absence without pay for one (1) school year for the purpose of performing legitimate duties for the Federation. Application for such leave shall include a letter of verification from the Federation that the applicant is eligible for leave provided in this section. A teacher granted such leave shall retain all rights of tenure with no progression on the salary schedule and fringe benefits at no cost to the District. No more than two (2) concurrent leaves shall be granted under this provision.

SECTION 2. RELEASED TIME. Members of the Federation negotiating team shall be released from their assignments with appropriate advance notice for such reasonable time as is necessary to carry out the responsibilities of the Federation. Such time may be granted upon approval of the teacher's immediate supervisor. The provision of substitute teacher service and the payment of salary during time off may be granted only at the discretion of the Superintendent.

SECTION 3. BUILDING STEWARD. The Federation building stewards shall exercise their duties for the Federation only at times that do not conflict with the contractual obligations of teachers. Union stewards will be provided up to 15 minutes at staff meetings to report on official union business. One union steward at each location, who serves on the site council, will not be required to have an additional mandatory building committee assignment.

SECTION 4. REPRESENTATION FEE

Subd. 1. The Federation shall have the right to request and be granted payroll check off from the earnings of teachers who are not members of the Federation, a fair-share fee for every individual from whom the deduction is to be made for services rendered by the Federation. If the Federation exercises this right, the payroll department shall supply to the Federation a listing of teachers in the unit on paydays to be returned not less than one (1) full week and one (1) day prior to the payroll date on which the deductions are to be made. The Board will remit said deducted amounts to the Federation within the payroll period covered by the paycheck from which the deduction is made.

Subd. 1.1. Maintenance of Membership. Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the Federation. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues-checkoff authorizations submitted to the District by the Federation and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except by the terms set forth in the authorization card that the members signed.

Subd. 2. The Federation agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by District in compliance with the provisions of this section.

Subd. 3. Access to Membership Lists. By October 1 of each school year, the District shall provide in electronic form to the Federation the names, addresses, telephone numbers, e-mail address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a quarterly basis or on request, the District shall provide the Federation with a current bargaining unit list. Such requests shall be filled within five days.

ARTICLE 6. FEDERATION RIGHTS (continued)

Subd. 4. Access to Worksites. District will grant union leadership card access to District schools Monday- Friday 6AM to 6PM. This is consistent with access given to other staff who travel between buildings throughout the day. **Union leadership will display their SPPS badge at all times while in the building.**

SECTION 5. FEDERATION BUSINESS LEAVE

In each school/fiscal year, the District will allow leave without loss of pay, up to a maximum of 220 person days total for the District, for members of all Federation bargaining units which includes Educational Assistants, School and Community Services Personnel, and Teachers to participate in official business of the Federation. In an unusual circumstance, and following written specific request by the Federation, the Superintendent may, at his/her discretion, elect to authorize specified additional days beyond the days permitted herein. Except for members of the Saint Paul Federation of **Educators** Executive Board, no one person may be granted leave under this provision for more than five (5) person days in a school year.

Approval for this leave is contingent upon five (5) days written notice in advance, or as soon thereafter as possible, by the Federation to the Employee Relations Office of the District upon the proper request form, and upon approval by Human Resources. Such approval will not be unreasonably withheld.

Leave requested by the Federation for negotiations purposes is handled separately, under Article 6 Section 2, of this article, and the approval of Human Resources is required. Such approval will not be unreasonably withheld.

Leave requested by the Federation for collaborative professional activities of the Federation and the District is handled separately from this provision and must be approved by the Superintendent. Such approval will not be unreasonably withheld.

The Federation shall pay the cost of substitute service for any member in the teacher, educational assistant, or school and community service professional bargaining units who are released under this provision, as billed by the Business Office of the District.

SECTION 6. FEDERATION OF EDUCATORS USE OF DISTRICT E-MAIL SYSTEM

St. Paul Federation of Educators use of electronic communication technology is subject to the same conditions as employee use of such technology, as set forth in the District Policy. This includes the conditions set forth in the sections pertaining to "information is not private and is subject to District monitoring of e-mail.

The Federation and its agents agree to read and abide by the terms specified in the District Technology Acceptable Use [Policy](#). Any e-mail address of any District employee will not be sold or distributed to outside agencies.

Approved uses include the following activities:

- * **Posting of meeting notices, union newsletters, investigation and administration of grievances, general dissemination of information to members, contract interpretation questions, union election information and results, notification of arbitration and unit determination decisions, and sending URL links.**

District owned property or services including the e-mail system may not be used for the following activities:

- * **Political activities, fund-raising, campaigning for union office, union organizing, strike activities, or solicitation of employees for union membership. The Federation must request prior approval for use of the e-mail system for activities that are not specifically approved in this document.**

ARTICLE 6. FEDERATION RIGHTS (continued)

The Federation agrees to use the e-mail system as follows:

- * **All mass e-mail shall be sent before 7am or after 5pm (M-F) in order not to interfere with normal workday network traffic flow.**
- * **All e-mail sent out shall have a "remove from list" message attached, allowing the recipients to be removed from the mailing list with a simple reply.**
- * **No attachments shall be mass-e-mailed.**

Any questions regarding questionable content or practices will be resolved through a meet and confer process between the Federation of Teachers and the Labor Relations Office for the District.

ARTICLE 7. ACTING INCUMBENT, PART-TIME EMPLOYEES

SECTION 1. ACTING INCUMBENT SUBSTITUTE TEACHING SERVICE

Any teacher whose long-term substitute service is known to be 100 or more duty days in a continuous single assignment shall be classified as an Acting Incumbent Substitute Teacher. If it is not known whether a position will span 100 or more days, the teacher shall be paid at the long term substitute teacher rate until the 100th day at which time compensation will begin to be paid at the Acting Incumbent Substitute Teacher rate specified in Subd. 1 of this article. At the sole discretion of the District, Acting Incumbent Substitute Teacher status may begin earlier than 100 duty days for hard-to-fill positions.

Subd. 1. Acting Incumbent Substitute Teacher service rate of pay shall be determined according to rules and procedures for placement of a regular contracted teacher on the salary schedule in Appendix A of this Agreement.

Subd. 2. Benefits for Acting Incumbent Substitutes. Acting Incumbent Substitute Teachers shall receive the same benefits accorded to regular contract teachers as defined in Article 10, Section 1.

Subd. 3. Leave for Acting Incumbent Substitute Teachers. Acting Incumbent Substitute Teachers shall receive sick leave, personal leave and bereavement leave accorded to regular contract teachers as defined in Article 11, Sections 1, 3 and 9.

SECTION 2. PART-TIME CONTRACTED TEACHERS

Teachers who work part-time, but less than half-time, are paid on an hourly basis for actual time worked. Teachers who are paid on an hourly basis are entitled to the following provisions: Article 1, Article 2, Article 3, Article 4, Article 5, Article 6, Article 7 Section 2, Article 9 Section 1 and 2, Article 14 Section 2 and 3, Article 16, Article 17, and Article 20 .

Subd. 1. Benefits. Teachers contracted on a part-time basis for one-half time or more shall be eligible for health, life, and dental insurance coverage as provided in Article 10, Sections 1 and 2.

Subd. 2. Sick Leave. Teachers contracted on a part-time basis for one-half time or more shall be eligible for sick leave as provided in Article 11, Section 1, Subd. 1.

SECTION 3. JOB SHARE

Subd. 1. Application Process for Job Share. If two teachers at one site or two teachers at different sites wish to share a position, they may do so with the approval of the principal or site administrator. Accommodation of a job share position will be made at the discretion of the District and with approval of the principal or program administrator and the Human Resource Department.

Subd. 2. Job Share Agreement. Before a job share is approved, both job share partners must compose an agreement containing their strategy to ensure student achievement and continuity of instruction. The principal or program administrator must approve the agreement. Job share agreements must be reviewed with the principal/program administrator annually.

ARTICLE 7. ACTING INCUMBENT, PART-TIME EMPLOYEES (continued)

Subd. 3. Job Share Seniority/Involuntary Transfer. The job share position will be considered a single unit based upon the seniority of the most senior job share partner. In a building/department/program reduction situation, if the seniority number of the most senior job share partner is less than other teachers in the building/department/program, the job share "team" will be eliminated and each teacher will have the right to transfer through the transfer process. A teacher who held a full-time position immediately prior to the job share partnership may elect in this instance only to return to full-time status.

Subd. 4. Job Share Benefits. Part-time contracted teachers in a job share arrangement shall receive benefits provided part-time contracted teachers as described in Article 10, Section 1. Any teacher less than .5 FTE will not be eligible for benefits.

Subd. 5. Elimination of Job Share Position by the Principal/Administrator or one of the Partners. If a job share position is eliminated by one of the job share partners or principal/administrator, the remaining teacher may elect to continue to work in the full-time assignment on the basis of his/her seniority if that teacher qualifies for full-time return rights as defined in 3.4 above. A principal may eliminate a job share for the following school year by providing notification to the job share participants by March 1.

Subd. 6. Continuation of Job Share Position. A teacher that has been part of a job share position that is eliminated for any reason is eligible to request to continue with half-time status at the discretion of the District and the principal/program administrator.

Subd. 7. The job share provisions of this subdivision are not subject to the grievance procedure.

ARTICLE 8. BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION

SECTION 1. SALARY SCHEDULE. The teachers' salary schedule is a part of a teacher's continuing contract pursuant to the specific provisions of this Agreement.

Subd. 1. Basic Salary Schedules. The salaries reported in Schedules A-1 of Appendix A shall be a part of this Agreement for the 2013-2014 and 2014-2015 school years, respectively. For individual teachers, the salary schedule rates become effective on the first day the teacher is to report back to his or her regular assignment for the upcoming school year.

Subd. 2. Salaries for Special Groups. Special groups of teachers described in Appendix B shall be compensated as indicated in Appendix B. For individual teachers, compensation shall become effective as provided in Subd. 1. of this section.

Subd. 3. Promotional Placement. District employees who are promoted into teaching positions will receive a promotional salary increase commensurate with the District's promotional policy and procedure.

Subd. 4. Equal Paychecks. District Employees shall be paid on a bi-weekly basis and have the choice of 21 or 26 equal paychecks effective with the 2012/2013 school year. If an employee chooses to change between 21 or 26 equal paychecks, such election must be made prior to July 1st of each year. The implementation of the new election will become effective with the first pay period of the following school year.

ARTICLE 8. BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION (continued)

SECTION 2. ELIGIBILITY FOR LANE PLACEMENT AND LANE CHANGE ON THE SALARY SCHEDULE

Contracted teachers shall be eligible for lane placement and lane change on the salary schedule as specified in the provisions of this Section.

Subd. 1. General Eligibility Requirements. Undergraduate and graduate credits and degrees, to be considered for application to the salary schedule, shall be earned from an institution recognized for the purposes of certification by the Minnesota DOE provided, however, that course work from other institutions shall be considered only if the equivalent course content is not available through accredited institutions deemed by the Superintendent to be reasonably accessible to the teacher, and only with prior approval of the Superintendent.

1.1 All credits and degrees must support a teacher's licensure area or other licensure area in the field of public education. All other course work must be pre-approved.

1.2 To be eligible for placement or lane advancement, all eligible course work must earn a C grade or better, Pass or Satisfactory.

1.3 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.

1.4 Graduate credits earned through colleges and universities accredited to grant advanced degrees will be acceptable. The publication [Accredited Institutions of Post Secondary Education: Programs and Candidates](#) published by The American Council on Education is the authority listing of accredited institutions. Course work offered by institutions not listed in this publication must be pre-approved.

1.5 Undergraduate courses must have written approval of the Human Resource Department before they are taken to be eligible for lane advancement. An "Undergraduate Pre-Approval [Form](#)" can be obtained in school offices and the Human Resource Department.

1.6 Only those in-service courses established or approved by the Superintendent shall be recognized for lane change credit on the salary schedule upon successful completion of course requirements and satisfaction of relevance criteria. The only reference for determination of credit and relevance of courses established by the Superintendent shall be as identified by the District training and staff development program in the enrollment description for each course. A lifetime maximum of 25 approved in-service credits for all lane changes is allowed. In-service credits earned for participation in an approved Professional Development Plan will be allowed beyond the 25 lifetime maximum for regular in-service credits.

1.7 School librarians who have earned the degree of bachelor of science in addition to another bachelor's degree and whose work for the B.S. in library science represents an additional year of college education shall be eligible for credit on the B.A. + 45 lane.

1.8 Occupational therapists and physical therapists who have earned the Neurodevelopmental Treatment Certification or other credits after July 1, 1980, which would normally be identified as in-service credits, may have such credits evaluated and applied for salary lane change purposes under the following conditions: For each 15 credits (equivalent in time to quarter hours), these therapists shall be eligible for change to the adjacent salary schedule lane in accordance with all of the requirements of this Section, to a maximum of 60 credits beyond the B.A. lane and placement on the B.A. + 60 lane of the salary schedule. Credits may be applied beyond the limits specified in 1.6 of this Subdivision, but all of the other provisions as to grades, quality of credits, timing of credit evaluation and so on, shall apply.

ARTICLE 8. BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION (continued)

1.9 Any “SPPS Graduate Equivalent” credits offered in the future by the District will be counted for lane change purposes in Saint Paul Public Schools as if they were earned from an accredited institution.

1.10 Montessori Program. The following conditions apply in placing and moving Montessori teachers on the teacher salary schedule per a 1998 stipulation:

- A. Teachers in a Montessori program, who have completed training in the Montessori method after completion of a Bachelor’s Degree at an accredited American Montessori Society or an accredited American Montessori Institute institution, whether taken for college credit or not, shall qualify for placement on the teacher’s salary schedule at BA+60, provided the Board has not paid for any part of the Montessori training. Other placement and lane change provisions will apply pursuant to the rules set forth in Article 8, Section 2 of the collective bargaining agreement.
- B. A teacher who receives Montessori certification as part of his/her Bachelor’s Degree program shall be placed pursuant to the provisions of Article 8, Section 2 of the collective bargaining agreement and not as described in A above.
- C. Teachers in a Montessori program who hold a Master’s Degree shall receive minimum placement beyond the MA+0 lane for Montessori certification as follows. If Montessori certification is comprised of graduate credits, teachers shall receive credit for all graduate credits earned or the placement shown below, whichever is greater:

<u>Montessori Certification</u>	<u>Salary Schedule Placement</u>
One Level	MA+30
Two Levels	MA+45
Three Levels	MA+60

Montessori teachers may qualify for higher placement based on eligible graduate or in-service credits earned pursuant to the provisions of Article 7, Section 2 of the collective bargaining agreement.

Subd. 2. Procedures for Effecting Lane Changes. **IT IS THE TEACHER’S RESPONSIBILITY TO OBTAIN THE SCHOOL DISTRICT’S LANE CHANGE INFORMATION FROM THE DISTRICT HUMAN RESOURCE WEBSITE.** Evaluation of credits for lane changes shall be made within three (3) full pay periods after receipt of any of the following “official” materials: (1) official transcripts; (2) original grade reports; (3) original certificates of eligible in-service credits (4) electronic copies of transcripts or grade reports accessed from the granting institution.

The teacher is responsible for checking the materials for accuracy and completeness before sending them to the Human Resources Department. Erroneous and/or incomplete materials can delay the pay effective date.

Teachers who want written verification that the Human Resources Department has received any submitted materials must submit their materials with a “Teacher Lane Change: Explanatory Information [Form](#).” If the teacher wishes the verification sent to his/her home instead of his/her school, a self-addressed, stamped envelope must also be included.

Subd. 3. Lane Change Effective Date. Credit verification received in the Human Resource Department by September 30 shall apply, effective with the first day of regular employment in the traditional school year. After September 30, the pay effective date for any lane change shall be the beginning of the next pay period after the date the materials were received by Human Resources. Requests for lane changes submitted after April 30 will be held for evaluation and will be applied, if granted, at the beginning of the following contract year.

ARTICLE 8. BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION (continued)

Subd. 4. Lane Advancement Beyond Masters Lane. Teachers who enroll in a Master's Degree Program after January 10, 2004, will advance only one (1) lane per year upon completion of their Master's Degree.

SECTION 3. SALARY SCHEDULE PROGRESSION. Step advancement occurs only at the beginning of a school year.

Subd. 1. Step Advancement. A contracted teacher will be advanced one full step on the salary schedule at the beginning of the school year provided the teacher was:

- Paid on the payroll for a minimum of 100 days (800 hours) for full-time employment, prorated for less than full-time;
- On an improvement plan during that year, the year end recommendation on the appropriate improvement plan form states that the teacher's overall performance now Meets or Exceeds Standards; or the principal/supervisor recommends extending the improvement plan into the next school year.

Subd. 2. Other Factors. Other factors may affect the actual step number at which a teacher is placed. These include, but are not limited to:

- Incoming step credit for prior experience.
- Non-compensatory leave period(s) (such leave is not counted as time worked).
- Prior rules governing movement from part-time to full-time contracted service. People who have previously moved from part-time to full-time status will not have their step placement recalculated based on new rules.
- A teacher whose step increase was withheld due to overall performance rating of Below Standards on year-end Improvement Plan Form. The teacher shall receive the step retroactively to the beginning of the school year provided that the elements of the improvement plan have been fulfilled.

SECTION 4. COMPENSATION FOR EXTENDED SCHOOL YEAR. A teacher whose regular contractual assignment in any given year is extended beyond the school year as defined in Article 14, Section 2, shall be compensated on a pro rata basis except as noted in Appendix B.

Subd. 1. The benefits of Article 11: Compensatory Leaves of Absence, Sections 1 through 9 shall be available to such teachers during the additional days or weeks added to the regular contractual assignment; the earning and accrual of additional sick leave time described in Section 1, Subd. 1.2, 1.3, and 1.4 shall not apply, since teachers compensated under this provision are not contracted for a longer year. However, a teacher who is assigned and works extended time shall earn one (1) additional day of sick leave for each four (4) full weeks of full-time work (See Article 11, Section 1, Subd. 1). Total days of sick leave earned in any year cannot exceed 15.

Subd. 2. The benefits of Article 12: Non-compensatory Leave, shall be available to teachers compensated under this provision during the extension of the regular contractual assignment.

Subd. 3. The extension of the regular contractual assignment beyond a given school year, determined on a year-by-year basis as described in this section, is construed to be an extra duty assignment and may be terminated by the District in any year (as with extra-curricular duties), or may be renewed by the District. No tenure right or demotion claim exists or applies to such extension, nor is a seniority claim applicable, in the event of reduction or discontinuance of the extension.

3.1 Exceptions to this rule are assignments which are annually regularly extended for the same period (ex: work experience coordinators and counselors two (2) week extension).

ARTICLE 8. BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION (continued)

Subd. 4. This section shall apply to all teachers, including teachers in the Adult Basic Education (A.B.E.) Program, whose regular contractual assignment is extended beyond the school year, as described in Article 9, Section 7, Subd. 4, Required Continuous Participation Program (therein distinguished from summer school employment).

SECTION 5. LONGEVITY STIPENDS. Longevity stipends as shown are specified annual dollar amounts as indicated in this section, beyond the teacher's step of the salary schedule.

Subd. 1. Eligibility Determination

Teachers will be eligible for longevity stipends at the beginning of their 25 year of experience in Saint Paul Public Schools.

"Years of experience" shall mean calendar years from July 1 through June 30 actively employed in the District. Periods of non-compensatory leave or layoff shall not be counted toward years of experience in determining eligibility for longevity pay. Years of experience is not related to FTE status during those years. Longevity stipend amounts will be prorated based on FTE for part-time employees.

1.1 Longevity stipends become effective at the beginning of a contract year. 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.

1.2 Longevity stipends are not prorated for extended year contracts.

Subd. 2. Longevity Amounts

Lanes:	3 through 6	7 through 14
Required years of Saint Paul School District experience	25 years	25 years
Dollar amount above maximum step (Step 20) on schedule	\$500	\$1,200

SECTION 6. CORRECTION OF COMPENSATION ERRORS. Teachers should routinely review their biweekly 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 biweekly compensation may result in lost compensation.

Subd. 1. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the teacher in full up to a maximum retroactive period of two years. In the case of an overpayment in excess of \$50.00, the schedule and amount of deductions will be determined by mutual agreement between the District and the employee up to a maximum retroactive period of two years.

Subd. 2. The District will provide printed pay stubs to teachers upon request. Printed pay stubs will be mailed to each teacher's home address on file with the Human Resource Department on each pay day. Once printed pay stubs have been requested by a teacher, the teacher shall continue to receive printed pay stubs until the teacher informs the Human Resource Department otherwise.

ARTICLE 9. ADDITIONAL COMPENSATION PROVISIONS

SECTION 1. EXTRACURRICULAR STIPENDS. The conditions and rates of pay provided in Appendix C, Schedules C-1 and C-2, shall be a part of this Agreement.

SECTION 2. HOURLY INSTRUCTIONAL RATES OF PAY. The hourly instructional conditions and rates of pay provided in Appendix D shall be a part of this Agreement.

SECTION 3. MILEAGE ALLOWANCE. Teachers authorized to use their personal vehicles in the performance of their assigned duties shall be reimbursed therefore according to these provisions.

Subd. 1. MILEAGE ALLOWANCE. Employees of the District, under policy adopted by the Board, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established by the Board. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the Internal Revenue Service (IRS).

Subd. 2. REIMBURSEMENT PROCEDURES. An employee must keep a record of each trip made. Reimbursement shall be for the actual mileage driven in the performance of assigned duties as verified by the appropriate District administrator and in accordance with District Business Office policies and procedures.

Subd. 3. In the event that a teacher's assigned monthly maximum for mileage reimbursement is insufficient to reimburse for the actual miles driven on District business in any given month at the rate specified in Subd. 1., the teacher may submit an excess mileage report for payment of the amount in excess of the maximum, along with the regular monthly mileage report. The excess mileage report form shall be used, and an explanation of the reason for the mileage beyond the assigned mileage maximum shall be provided, along with the normal accounting of miles driven. Reimbursement shall be paid at the same time as that provided under Subd. 1, when properly verified.

SECTION 4. ADDITIONAL DAILY TEACHING ASSIGNMENTS. Classroom teachers who, with the approval of the Superintendent, are assigned to a daily additional hour of classroom teaching duties beyond the regular full teaching assignment for one (1) month or more, shall be paid the appropriate proportion of the annual rates listed in this section. This provision shall not exempt classroom teachers from preparation time required by the Minnesota State Board of Education or provided by the Board. Excluded from this provision are teachers in adult education programs or programs carried on outside the teacher's day as defined in this Agreement.

Lane	BA	BA+15	BA+30	BA+45	BA+60/ MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Phd/ EdD
	3	4	5	6	7/8	9	10	11	12/13	14
	\$5,190	\$5,278	\$5,398	\$5,556	\$6,039	\$6,107	\$6,180	\$6,281	\$6,354	\$6,474

SECTION 5. SPECIAL ASSIGNMENTS. Teachers employed on days in which schools are not in session to serve on committees or for other educational purposes, shall be paid at the current casual substitute rate of pay per day or at such higher rate as established at the discretion of the Board. Proportionate salaries shall be paid for assignments of other than a full day. Effective January 29, 1996, compensation only for attendance at workshops designated as "Compensated Workshop" and for curriculum writing will be governed by Appendix D.

SECTION 6. DRIVER EDUCATION TEACHERS

Subd. 1. Teachers employed for driver education instruction shall be paid at the rate indicated in Appendix C-1 of this Agreement.

Subd. 2. Teachers also shall be reimbursed for actual expense incurred by the teacher during "on the road" instruction, such as cost of gasoline or oil. Verification of expense will be required.

ARTICLE 9. ADDITIONAL COMPENSATION PROVISIONS (continued)

SECTION 7. SUMMER SCHOOL/SUMMER TERM TEACHERS. Summer school is construed to be a program occurring subsequent to the normal school year.

Subd. 1. Special Education Summer Term. A teacher employed in the special education summer term program aka ESY shall be paid the same as the rate paid for ALC Summer term teachers defined in Subd. 2 of this section.

Subd. 2. ALC Summer Term Program. A District contracted teacher whose step placement is Step 10 or higher in the school year immediately preceding summer term will earn \$30.24 per hour. A District contracted teacher whose step placement is Step 9 or lower in the school year immediately preceding summer term and non-contracted teachers will earn \$28.00 per hour.

Subd. 3. Special Site/Program Summer School. Teachers who are employed in special site-specific or program-specific summer programs shall be paid according to the instructional rate in Appendix D.

Subd. 4. Required Continuous Participation Program. A required continuous participation program is defined as an instructional course in which the students' and the instructors' continuous participation is required through the summer months. Teachers who are employed during the summer in such programs shall be paid at the same scheduled rate prorated, that the teacher was receiving immediately prior to the summer teaching session, such rate to remain in effect through the duration of the summer session. Salaries shall be paid at a proportionate rate for less than a full day or full week. A.B.E. is included in this Subd. This provision does not represent an extended year, nor any guarantee of summer employment.

Subd. 5. Previous Agreement. All teachers employed as summer school teachers for the summer of 2017 under the previous Agreement who continue to be so employed beyond June 30, 2017, shall receive the same salary as though the previous Agreement remained in effect for the duration of the 2017 summer school.

Subd. 6. Duration. Summer school in the summer of 2019 will extend beyond the expiration date of this Agreement. The salaries and conditions of employment for summer school assignment beyond June 30, 2019 shall be the same as though this Agreement remained in force for the duration of the 2019 summer school.

Subd. 7. Sick Leave. Teachers employed in the Saint Paul Public Schools on a regular contract basis in the preceding school year, and who are employed in summer school teaching positions shall be eligible to take sick leave from their accumulated sick leave subject to the provisions of Article 11, Section 1 of this Agreement, to the extent of 16 hours sick leave for the entire summer school session for those programs in excess of 20 duty days and eight (8) hours sick leave for programs of 20 duty days or less. Sick leave credits shall not be earned and shall not accrue during summer school employment.

When sick leave is used during the summer school session, it shall be based on the actual number of hours missed including normal times before and after the instructional day. Sick leave hours used during the summer school session shall be paid at the summer school rate for the hours missed.

See also Article 8, Section 4, for extended year provisions.

ARTICLE 9. ADDITIONAL COMPENSATION PROVISIONS (continued)

SECTION 8. TEAM LEADERS. Classroom teachers may, with the approval of the Superintendent, be designated as team leaders and be assigned a daily additional hour of team teaching coordination responsibility beyond the regular full teaching assignment, for one (1) month or more. Such additional assignment shall be compensated at a flat rate of \$2,900 for a full school contract year of such duty. Team leaders assigned for less than the full school contract year shall be compensated at the appropriate prorated proportion of the annual rate: team leaders assigned for less than a full hour of team teaching coordination responsibility shall be compensated proportionately for time assigned, teachers assigned to duty as team leaders for an extended work year shall be additionally compensated the appropriate prorated proportion of the annual rate for such duty. This is extra pay for extra duty, not part of the contractual assignment. Team leaders, coaches and other Teachers on Special Assignment (TOSAs) are not supervisors. Team leaders, coaches and TOSAs may not evaluate teachers and may not discipline or recommend discipline of teachers. Data collected during observations by coaches may only be shared with a school administrator at a time when the teacher is also present. Aggregate information may be used to help determine professional development for the building. This language does not apply to Peer Assistance and Review (PAR) Consulting Teachers or teachers required to do peer evaluation as part of the statutory requirements for teacher evaluation. The district will take reasonable efforts to ensure that observation data is kept private.

Subd. 1. **Building Curriculum Teacher-Team Leader/Disability Teacher-Team Leader.** Licensed professional staff who have classroom teaching and/or other instructional responsibilities may, with the approval of the Superintendent, be designated Building Curriculum Teacher-Team Leader or Disability Teacher-Team Leader, and assigned a daily additional hour of team coordination responsibility and related essential services beyond the regular full professional day assignment. Such additional assignment will be compensated at the Team Leader rate as described in this section, or pro rata of that rate for less than a full hour of additional assigned responsibilities each day, or for less than a full contract school year.

Subd. 2. Team leader assignment is made by the principal and the Superintendent, and may be discontinued or reassigned to other staff members at the end of any school year.

SECTION 9. CONTRACT TEACHERS AS SUBSTITUTES

Subd. 1. Contract teachers assigned by the principal to serve as occasional substitutes during their preparation period shall be compensated at the hourly rate stated in Appendix D per class hour. When less than a full preparation period is required, but a major part of a half-period or full period is used, half or full payment shall be allowed.

Subd. 2. Conditions for reimbursement include situations which, in the judgment of the building principal, require a teacher to relinquish a preparation period for the purposes of class coverage. In the event of a building emergency, teachers shall provide such supervision without compensation.

Subd. 3. When a teacher is absent, and a substitute is not available, TOSAs shall be assigned to cover the classroom of the absent teacher as part of a regular rotation with other licensed staff in the building. If necessary, classes will be covered by teachers during their preparation times and those teachers will receive \$35.35 for missing their preparation time.

Subd. 4. These provisions are not intended to increase the use of preparation periods for class coverage. To the extent feasible, assignments of contract teachers as substitutes for purposes of this section shall be distributed equitably.

Subd. 5. All special education licensed service providers shall be excluded from providing coverage for general education staff for meetings or when no substitute teacher is available, except on an emergency basis or in self-contained special education programs.

Subd. 6. All EL licensed service providers and a substitute assigned to an EL licensed teacher shall be excluded from providing coverage for general education staff for meetings or when no general education substitute teacher is available, except on an emergency basis.

ARTICLE 9. ADDITIONAL COMPENSATION PROVISIONS (continued)

SECTION 10. NATIONAL BOARD CERTIFICATION

A teacher (NBCT), school nurse (NBCSN), or school psychologist (NCSP) who is National Board Certified in one or more areas will receive a \$3,750 annual stipend, provided the employee worked a minimum of 100 duty days in that school year. Teachers, school nurses and school psychologists who maintain their certification for ten (10) years or more will receive an additional \$750 annual stipend. This stipend will be paid on an hourly rate over each biweekly pay period.

Subd. 1. In addition to the annual stipend, teachers attempting to become National Board Certified shall receive a \$1,000 stipend in the school year during which they seek to complete the certification or renewal process. This stipend shall be payable immediately upon demonstrated completion of the work required for certification or renewal, irrespective of whether certification is ultimately achieved.

Subd. 2. Teachers seeking certification or renewal shall receive a \$300 allowance for materials during any school year in which they have registered for certification. Reimbursement requires receipts and is subject to verification.

Subd. 3. Candidate teachers may use up to six (6) hours of the District professional development meeting times during any school year in which they have registered for certification to complete work toward certification upon advance notification to the principal.

Subd. 4. Upon teacher request, the District shall reimburse the teacher for the cost of any component required for certification (limit of \$475 per component, for a total of no more than \$1,900 over a period of up to three years). Any money the District pays toward the cost of certification will be deducted first from the one-time \$1,000 stipend paid upon completion of all four components, and after that from the annual stipend paid during the teacher's first year of certification.

Subd. 5. Educators seeking certification shall be exempt from the summative evaluation TD&E requirement if their summative evaluation year is the same school year in which they are applying for national board certification. The portfolio submitted for board certification can only be used to fulfill the summative evaluation TD&E requirement. The educator must complete all other required TD&E components in the three-year cycle.

SECTION 11. CERTIFIED SPEECH CLINICIANS, SOCIAL WORKERS, NURSE PRACTITIONERS, AND OCCUPATIONAL THERAPISTS

Subd. 1. Certified Nurse Practitioners, Speech Clinicians who hold CCC certification and Social Workers who hold LICSW license and Occupational Therapists who hold NBCOT will receive a \$3,750 annual stipend paid on an hourly rate over each biweekly pay period. Certified Nurse Practitioners, Speech Clinicians who hold CCC certification and Social Workers who hold LICSW license that renew their certification at the ten-year expiration date will receive an additional \$750 who maintain their certification for ten (10) years or more will receive an additional \$750 annual stipend. This stipend will be paid on an hourly rate over each biweekly pay period.

Certified Nurse Practitioners, Speech Clinicians who hold CCC certification and Social Workers who hold LICSW licenses shall be eligible for the additional compensation and reimbursements in ARTICLE 9, SECTION 10, Subdivisions 1-4 above where applicable.

ARTICLE 9. ADDITIONAL COMPENSATION PROVISIONS (continued)

SECTION 12. LICENSURE REQUIREMENTS

Subd 1. Teachers must complete all licensure requirements and be granted a fully-approved license by the Department of Education prior to their first duty day. It is essential that teachers renew their license well in advance of the expiration date. Failure to have a fully approved license identified on the Department of Education website by the first duty day will result in the teacher being placed on an unpaid leave of absence until such time they obtain a fully approved license by the Department of Education. Special consideration will be given to new hires and teachers on special permits from the Department of Education. Human Resources will notify teachers, in writing, no later than April 1st of the school year in which their license expires.

Subd 2. Failure by the teacher to obtain a fully approved license by the Minnesota Department of Education within 90 days of the license expiration date shall be considered as deemed to have resigned and the employment of the teacher shall be terminated. Human Resources will notify affected teachers and the Federation 15 days, 30 days, and 60 days following license expiration. Any teacher who is currently on leave of absence under this article will have 365 days from the date of signing of this 2017-2019 contract to bring current their license.

Teachers have a responsibility to be aware of the date of expiration for their license. SPPS employees License Renewal Information: <http://www.spps.org/page/3537>.

ARTICLE 10. TEACHER BENEFITS

SECTION 1. HEALTH AND LIFE INSURANCE

Subd. 1. Teachers who have been regularly employed in the District for more than 30 days are eligible for benefits included in the insurance program for District employees, and any supplemental or replacement program required to provide benefits described in Subd. 2 through 7 of this section. Insurance benefits provided eligible teachers include hospital, surgical, medical, major medical, and life insurance coverage. Detailed descriptions of coverage, options, procedures, and eligibility requirements are provided in a pamphlet prepared for that purpose.

A teacher whose spouse is also employed by the District may have single coverage premium contribution for health/hospitalization or may have family coverage premium contribution if his/her spouse waives coverage under any other labor contract in this District or may elect to waive this coverage and premium contribution in favor of the spouse's coverage and premium contribution.

Current Minnesota legislation does not allow the District to offer insurance coverage for domestic partners. If legislative authority is granted, the District will offer coverage to eligible domestic partners no later than the open enrollment period following the legislative change.

Subd. 2. Health Maintenance Organization

Employees and/or retirees selecting a plan offered by a Health Maintenance Organization (HMO) agree to accept any changes in benefits which the specific HMO implements.

Subd. 3. Cafeteria Benefits Plan

3.1 Effective January 1, 1999, 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.

3.2 Cafeteria Plan Credits: Employees who qualify for coverage can receive two types of cafeteria credits:

ARTICLE 10. TEACHER BENEFITS (continued)

- 3.2.1 Credits Earned from Attendance Incentive Plan: Teachers can annually earn up to \$600 in credits from participation in the Attendance Incentive Plan (See Article 11, Section 2). These credits may be used only to purchase core cafeteria plan benefits or other qualified items contained in the Cafeteria Plan.
- 3.2.2 District Contribution to Cafeteria Plan Credits: Eligible full-time teachers shall receive \$785 per month which 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. Eligible full-time teachers with family or single-plus-one coverage shall receive \$1,060.
- 3.2.2.1 Effective January 1, 2018, each eligible full-time teacher with single coverage shall receive \$800 per month, which 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. Eligible full-time teachers with family or single-plus-one coverage shall receive \$1,100 per month.
- 3.2.3 If the cost of benefits selected by the employee exceeds the amount of credits an employee receives from 3.2.1 and 3.2.2 above, that cost shall be paid by the employee through payroll deduction.

3.3 A teacher 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. 4. Teacher Eligibility for Cafeteria Plan Credits

4.1 Full-time employees: Full-time employees shall receive the District contribution stated in 3.2.2 above.

- 4.1.1 Full-time employment is defined as appearing on the payroll for at least 95% time.

Subd. 4. Teacher Eligibility for Cafeteria Plan Credits (continued)

4.2 Part-time employees employed or assigned to part-time before January 1, 1990. For the purpose of this Subd., part-time employment is defined as appearing on the payroll at least 50% time, but less than 94% time.

- 4.2.1 Part-time employees employed or assigned to part-time before January 1, 1990, and who have been continuously employed part-time shall receive the District contribution for full-time employees stated in 3.2.2 above. Any part-time employee covered by this provision who leaves part-time and then later returns to part-time shall be covered under the provisions of 4.3 for benefits.

4.3 Part-time employees employed or assigned to part-time after January 1, 1990. For the purpose of this Subd., part-time employment is defined as appearing on the payroll at least 50% time, but less than 94% time. Part-time employees shall receive the prorated District contribution to Cafeteria Plan credits stated in 3.2.2 above as follows:

- 4.3.1 For each eligible teacher covered by this Agreement who is employed part-time or assigned to part-time after January 1, 1990, and who selects the core set of benefits in the Cafeteria Plan, the District agrees to contribute a prorated amount rounded to the nearest 10% level of the amount contributed for full-time employees specified in 3.2.2. That is, part-time employees working 50-54% time would be granted 50% contribution; part-time employees working 55-64% time would be granted 60% contribution, and so on.

ARTICLE 10. TEACHER BENEFITS (continued)

Subd. 5.1 A teacher whose resignation is effective at the end of the school year will continue to receive the District's monthly contribution toward health insurance for July and August provided that the teacher provides a written resignation by March 1, maintains active employment status until the end of the school year, worked a minimum of 100 days in the school year, and elects COBRA continuation of coverage. A probationary teacher who is non-renewed at the end of a school year and who elects COBRA continuation of health insurance will receive the District's contribution for health insurance for July and August following termination.

Subd. 6. Eligible teachers on non-compensatory leave may elect to continue all or part of medical, dental or life insurance coverages for a period up to one (1) year provided, however, that the Board shall not contribute to the cost of such coverage until the teacher returns to active service in the District.

If a teacher declines to continue his/her insurance coverages on a self-paid basis during a period of non-compensatory leave, that teacher shall not be required to repeat the waiting periods for restoration of insurance premium contribution by the Employer after his/her return from leave, so long as the teacher's period of non-compensatory leave does not exceed one year. The teacher who returns to active service within a year or less of non-compensatory leave shall be reinstated for coverage and employer-paid premium contribution as soon as procedures allow.

Subd. 7. A teacher who is employed on a regular contract after a period of assignment in long-term substitute service or acting incumbent substitute service and whose regular contract is made effective retroactive to the date of beginning the substitute assignment shall have time worked which is included in the retroactive effective date of the contract counted toward the waiting periods for insurance coverages. No insurance coverage shall have any retroactive effective date; however, if the retroactive effective date of the teacher's contract fulfills any waiting period(s), then that coverage shall be initiated as soon as District procedures allow.

SECTION 2. RETIREMENT HEALTH INSURANCE

Subd. 1. Benefit Eligibility for Employees who Retire Before Age 65

1.1 Employees must have completed the following conditions at the time of retirement to qualify for any District contribution of premium payment for health insurance or life insurance:

- 1.1.1 Be eligible for pension benefits from the Saint Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with the District;
- 1.1.2 Must have completed at least 15 years of continuous employment with the District prior to retirement.
- 1.1.3. Must have been employed by the District and covered under this Agreement immediately preceding retirement.
- 1.1.4 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.
- 1.1.5 Employees terminated for cause will not be eligible for employer contributions toward insurance premiums for either pre- or post-age 65 insurance coverage.

1.2 A retiree may not carry his/her spouse as a dependent if such spouse is also a District retiree or District employee and eligible for and is enrolled in the District health insurance program, or in any other Employer-paid health insurance program.

1.3 Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.

ARTICLE 10. TEACHER BENEFITS (continued)

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

2.1 Health Insurance Employer Contribution

ARTICLE 10. TEACHER BENEFITS (continued)

The District will, for the period of this Agreement, provide employees who meet the eligibility requirements for health insurance in Subd. 1 above, who retire during the term of this Agreement, and until such employees reach 65 years of age, provide such health insurance premium contributions up to the same dollar amount as were made by the District for health insurance for single or family coverage for the highest cost plan, for an employee under this Agreement, in his/her last month of active employment. The District contribution amounts are for single or family health insurance costs only and do not include additional cafeteria flex credits. In the event new carriers replace those in place at execution of this Agreement, the dollar amounts being paid for single or family coverage to the carrier at the employee's date of retirement shall constitute the limit on future contributions. Any employee who is receiving family coverage premium contribution at date of retirement may not later claim an increase in the amount of the Employer obligation for single coverage premium contributions to a carrier after deleting family coverage.

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 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 article.

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 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.

3.4 Coordination with Medicare. All retirees who are of Medicare-eligible age must purchase Medicare Part B to be eligible for coverage under a District-sponsored plan.

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 article 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.

ARTICLE 10. TEACHER BENEFITS (continued)

Subd. 5. Employees hired after January 1, 1996

5.1 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 \$1,000 per year for eligible employees. 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.

Federal and state rules governing participation in the Minnesota Deferred Compensation Plan or a 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.

5.2 In addition to the amount which is described in Subd. 5.1, employees hired on or after January 1, 2014, shall be eligible for an additional \$200 per year employer match.

5.3 Employees hired after January 1, 2014, will receive a \$200 District contribution for each year of service toward a health care savings plan upon retirement.

Subd. 6. District Contributions for Teachers Who Retired Prior to This Agreement

District benefit contributions for teachers who retired prior to July 1, 2003, shall remain as determined by the premiums and/or contribution caps provided in the contract that was in effect at the time of retirement. If premium payments are required by the retiree to maintain coverage, such payments must be made in accordance with District business practices or coverage will be cancelled with no renewal options. This section shall not be construed to reduce retirement benefits conferred on any teacher by an earlier contract.

SECTION 3. LIABILITY INSURANCE

Subd. 1. Teachers are included as additional insureds on the liability policy of this District. The limits of liability under this policy are \$50,000 per individual and \$300,000 per occasion. Corporal punishment is not included under the terms of this coverage. The District reserves the right to become self-insured for liability claims.

Subd. 2. Whenever appropriate coverage is available to the District, excess automobile liability coverage shall be maintained by the District to cover occasions when teachers 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 teachers provide their own basic limits as noted above. Any teacher who uses his/her automobile on District business is required to carry the basic limit coverage described above.

When appropriate coverage is not available, the provisions of [M.S. §466.04](#) shall govern.

SECTION 4. VACATION FOR TWELVE (12) MONTH TEACHERS.

Teachers whose annual contracted service is 12 calendar months shall receive 20 days (160 hours) paid vacation each year of which no more than ten (10) days (80 hours) may be carried over to the following year. Carryover vacation time shall not be accumulated from year to year in excess of the ten (10) days (80 hours) allowed.

SECTION 5. SEVERANCE PAY PLAN

Subd. 1. Severance Pay. All payments made under this subdivision shall be made to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay, hereinafter referred to as the "Severance Plan."

ARTICLE 10. TEACHER BENEFITS (continued)

1.1 Eligibility. To be eligible for the Severance Plan, a teacher must meet the following requirements:

- 1.1.1 The employee must be eligible for pension under the provisions of the Saint Paul Teachers Retirement Fund or the Public Employees Retirement Association.
- 1.1.2 The employee must be voluntarily separated from District employment or have been subject to separation by layoff or retirement. Employees who are discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason are not eligible for this severance pay program.
- 1.1.3 For the purpose of the Severance Plan, the death of an employee shall be considered a 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, any payments made will be made to the Severance Plan on behalf of the employee's estate.

SECTION 5. SEVERANCE PAY PLAN

1.2 Amount of Severance Pay.

1.2.1 Early Notification Incentive. Effective December 1, 2008, employees who meet the eligibility requirements of this section and who complete, sign and submit a Resignation Notice form to the Director of Human Resources stating that they will retire by the date listed below, and who maintain active teaching status until the end of the school year, or resignation date if later, will receive the following early notification incentive to the severance plan:

Resignation Form Received by	Retirement Date	Early Notification Incentive
December 1	End of school year or following December	\$3,500
February 1	End of school year or February to following February	\$2,500
After February 1		No bonus

1.2.2 Pay for Unused Sick Leave. Employees who meet eligibility requirements of this section will be granted severance pay in an amount equal to \$100 per day for each day of accrued, unused sick leave. The maximum amount of severance pay for unused sick leave is defined as follows:

- Eligible Employees Retiring at the End of a School Year. Eligible employees who retire at the end of the school year are eligible to receive severance pay for unused sick leave per the following schedule:

<u>If Employee Provides Written Notification:</u>	<u>Maximum Amount of Severance (Based on Unused Sick Leave)</u>	<u>Maximum Amount of Severance, Sick Leave & Early Notification Incentive</u>
December 1	\$15,000	\$18,500
February 1	\$15,000	\$17,500
After February 1 but Before June 15	\$15,000	\$15,000
After June 15	\$12,500	\$12,500

ARTICLE 10. TEACHER BENEFITS (continued)

- Eligible Employees Retiring Between the Months of September through May. Eligible employees who notify the Director of Human Resources that they will retire three (3) months prior to the date of retirement will be granted severance pay in an amount equal to \$100 pay for each day of accrued, unused sick leave up to 150 days. Eligible employees who provide less than three months notification of retirement will receive an amount equal to \$100 pay for each day of accrued, unused sick leave up to 125 days.
- 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 or major changes in assignment, 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 above.

1.2.3 Maximum Severance. Effective December 1, 2008, the maximum amount of money that any employee may obtain through the Severance Plan from the combination of early notification incentive and pay for unused sick leave is \$18,500.

1.3 Pay for Earned, Unused Vacation. Teachers who meet the eligibility requirements of this section, who qualify for severance pay 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 11. COMPENSATORY LEAVES OF ABSENCE

Leave of absence with pay or partial pay shall be allowed upon proper application and approval by the Superintendent, under the conditions and for the reasons set forth in this article.

Teachers will be allowed time off in hour-long increments provided it has been pre-approved by the building administrator and coverage has been arranged by the teacher. The teacher providing this coverage will not receive additional compensation. This time will be deducted from the teacher's sick/personal leave as applicable. For sick leave accounting purposes, eight (8) hours is equal to one full-time (1.0 FTE) duty day.

SECTION 1. SICK LEAVE. Sick leave shall be granted for absence due to personal illness or temporary disability that prevents a teacher's attendance at school and the performance of duties on such days, subject to the provisions of this section. Paid sick leave shall not be granted for illness or disability during the course of some other type of leave. Sick leave shall be allowed and accumulated in accordance with the provisions of this section. Sick leave shall be granted for the care of a teacher's sick child as required by [M.S. §181.9413](#).

Subd. 1. Accumulation of Sick Leave. For purposes of determining sick leave, a school year shall be as defined in Article 14, Section 2, Subd. 1, Basic Contract Year. Teachers shall be eligible for sick leave at the rates provided herein. Part-time teachers on contract or teachers contracted for less than a school year shall be eligible for a proportionate amount of sick leave rounded off to the nearest half day for part-time teachers and to the nearest full day for others.

1.1 Teachers contracted for the basic school year shall be eligible for 96 hours of sick leave for their contract year.

1.2 Teachers contracted for at least 44 weeks shall be eligible 104 hours of sick leave for their contract year.

1.3 Teachers contracted for at least 48 weeks shall be eligible for 112 hours of sick leave for their contract year.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 1. SICK LEAVE (continued)

1.4 Teachers contracted for 52 weeks shall be eligible for 120 hours of sick leave for their contract year.

1.5 Teachers in their first year of service will be credited with the full amount of sick leave as of their hire date. Continuing teachers will be credited with sick leave on January 1 of each year.

Subd. 2. Teachers shall accumulate the unused portion of sick leave. Sick leave from such accumulation shall be granted at full pay. Teachers' cumulative sick leave total shall be reported on each paycheck.

Subd. 3. Each day or partial day of sick leave taken by the teacher shall be subtracted from the teacher's cumulative sick leave total. Sick leave from such accumulation shall be granted at full pay, partial days.

Subd. 4. Any sick leave claim shall be subject to the approval of the principal and the Superintendent as to the validity of the circumstances upon which the claim is based. The teacher shall, if requested, furnish such certificates and evidence of facts as may be required for verification. Sick leave requests shall be submitted on forms provided for that purpose.

Subd. 5. Up to 20 days of accumulated sick leave may be used in a contract year to allow the teacher to provide necessary care for the serious or critical illness of a spouse, parent, step-parent, adult child, sibling, or grandparent.

5.1 Up to 15 days of accumulated sick leave may be used in a contract year to allow the teacher to provide necessary care for the serious or critical illness of a member of the teacher's household not listed in Subdivision 5. Up to five (5) additional days of compensatory leave may also be granted due to illness of a member of the teacher's household not specified in Subdivision 5 with the approval of the Human Resource Department. No more than 20 total days may be granted.

5.2 These days, when used, are deductible from sick leave, but will not reduce the annual availability of personal leave as described in Section 9 of the article, except to the extent the teacher has exhausted his or her sick leave.

SECTION 2. ATTENDANCE INCENTIVE. Teachers who use five (5) or fewer sick leave days per school year will be eligible to receive up to \$600 per year in cafeteria plan credits through an attendance incentive program. This program will be in compliance with IRS Code §105, §125 and §129 and will be administered as part of the cafeteria benefits plan (see Article 10, Section 1, Subd. 4). Sick leave used in the previous school year (July 1 through June 30) will determine the teacher's eligibility to convert sick leave scheduled for accrual in the upcoming year. Teachers must have a minimum of 30 days in their sick leave bank in order to participate. The eligibility for conversion will be based on the following schedule:

<u>Sick Days Used In Previous School Year</u>	<u>Number of Days Allowed to Sell</u>	<u>Cafeteria Plan Credits Per Day Sold</u>
1 or less day	6 sick leave days	\$100 per day
Greater than 1 day to 3 days	4 sick leave days	\$100 per day
Greater than 3 days to 5 days	2 sick leave days	\$100 per day

Sick leave includes any absence other than personal leave when a deduction in sick leave occurs.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 3. 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 teacher 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; and
3. Not have submitted a resignation or retirement to the District prior to making the donation.

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 teacher 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 her/his 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.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

4. Donations are not taxed to the donor and are not tax deductible.
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.
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 11. COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 4. BEREAVEMENT LEAVE

Subd. 1. A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death of a teacher'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 teacher's immediate family. Other members of the immediate family shall mean sister, 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. Unused leave for such purposes shall not be accumulated. Up to three (3) days of bereavement leave may also be granted in special circumstances not anticipated by the language in this subsection with approval of the Human Resource Department.

Subd. 2. Travel Extension. Days of leave as specified in Subd. 1 of this section will apply for deaths that do not necessitate travel by the teacher beyond a 200 mile radius of Saint Paul. If a teacher is required to travel beyond a 200 mile radius of Saint Paul for purposes related to eligible bereavement leave, two (2) additional days of leave may be used. Travel extension days shall be subtracted from available sick leave and if requested, the teacher shall provide the Human Resource Department verification of the funeral location outside of Saint Paul.

SECTION 5. QUARANTINE/CATASTROPHIC DISASTER LEAVE. Teachers 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 in the teacher's school and/or community which causes the closure of the District or the teacher's school.

SECTION 6. COURT CASES. Any teacher 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 teacher is not a party in the case, and provided that the case is not the result of litigation undertaken by the teacher or the Federation against the District. In cases where the Board is a party in the litigation, the teacher shall be entitled to pay while attending as a witness at the request of the Board or as a co-defendant in the case.

SECTION 7. PROFESSIONAL LEAVE. Teachers shall be excused for professional reasons without loss of pay after written application to and approval of 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 teachers requesting leaves and the number of days of leave requested shall be considered in granting or denying requests.

SECTION 8. REQUIRED JURY DUTY. Any teacher who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the teacher paying to the Board any fees received, minus travel allowance, for such jury service. The teacher may seek to be excused from jury duty. Teachers, upon notification by the court that they are not required to appear for jury duty on any given day after the start of their contracted duty day, are required to promptly return to work.

SECTION 9. SCHOOL-RELATED INJURIES

This provision shall apply provided that the teacher acted professionally and with appropriate precautions.

Subd. 1. A teacher, 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 when the injury is a result of an assault. In no case shall the combined benefits paid to the teacher from Workers' Compensation and the use of this leave exceed the teacher's regularly scheduled salary for the period of leave used.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 9. SCHOOL-RELATED INJURIES (continued)

Subd. 2. In the event that injury caused by assault in the course of carrying out duties and responsibilities as an employee of the Board results in incapacitation for performance of duties for a period longer than that provided in Subd. 1 of this section, the teacher may then choose to use his or her accumulated sick leave. In no case shall the combined benefits paid to the teacher from Workers' Compensation and the use of either type of sick leave described herein exceed the teacher's regularly scheduled salary for the period of incapacitation.

Subd. 3. Workers' Compensation. Additional benefits over and above those received under the Workers' Compensation Act shall be paid out of the accumulated sick leave of the teacher if the teacher so elects. In no case shall these additional benefits, together with those received under this Act, total more than the teacher's regular salary, nor shall these additional benefits exceed the amount of accumulated sick leave.

SECTION 10. PERSONAL LEAVE

Personal leave provisions are intended to allow time for planned absences, emergencies and other matters which are urgent, which require the teacher's presence and which cannot be handled except at a time in conflict with the teacher's day. Personal leave is deducted from sick leave.

Subd. 1. Accumulation of Personal Leave. For purposes of determining personal leave, a school year shall be as defined in [Article 14, Section 2, Subd. 1](#), Basic Contract Year. Teachers shall be eligible to use up to 40 hours of sick leave as personal leave annually. Part-time teachers on contract or teachers contracted for less than a school year shall be eligible for a proportionate amount of personal leave rounded off to the nearest half day for part-time teachers and to the nearest full day for others. These 40 hours of personal leave may not be carried over to subsequent years.

Subd. 2. Personal leave shall be granted to a teacher upon receipt of request to the principal or program administrator. Leave verification should be provided ten (10) days in advance of the leave date or as soon thereafter as possible.

Subd. 3. The use of personal leave for non-emergency use must be requested in writing to the principal or program administrator with ten (10) days advance notice of intention to use such leave on a specific date.

Subd. 4. The principal/program administrator will determine approval of personal leave and may choose not to grant approval if the absence of the teacher would be detrimental to the educational goals for the school/program.

Subd. 5. Teachers will be allowed time off in hour-long increments at the beginning or end of the workday provided it has been pre-approved by the principal/program administrator and coverage has been arranged by the teacher. The teacher providing this coverage will not receive additional compensation. This time will be deducted from sick/personal leave.

SECTION 11. MILITARY LEAVE. Pursuant to and within the limits of the requirements of M.S. §192.26, teachers shall be granted military leave for up to 15 days in any calendar year for required military service.

Subd.1. Part-time and full-time staff will be allowed to use military family leave for deployment related events (activities related to the deployment of a family member, defined as a spouse, child, step-child, parent, step-parent and regular member of the immediate household). In a school year, when there is a deployment of an immediate family member, the staff member is granted up to five (5) additional paid days off that may be used like personal days in that contract year but not accrued beyond the contract year. In addition the staff member may use up to five (5) days of sick leave for a total of ten (10) days leave with pay. Verification, in the form of copies of orders or other appropriate documentation, may be requested by the District.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 12. SABBATICAL LEAVE. Sabbatical leave is a leave of absence for travel or study for teachers for the purpose of professional enrichment which shall result in benefit to the Saint Paul Public Schools.

Subd. 1. In order to be eligible for sabbatical leave, a teacher shall have actively served in the Saint Paul Public Schools for seven (7) full school years or more. In order to be eligible for more than one sabbatical leave, a teacher 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.

Subd. 2. Sabbatical leave may be granted for one full contract year, a semester or a quarter. 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 subsequent seven (7) years of active service. Upon completion of a full contract year of sabbatical leave, whether taken as a one (1) year leave, or as two (2) semesters or three (3) quarters leave, the teacher shall complete another seven (7) full contract years of active service in the Saint Paul Public Schools before being eligible for another sabbatical leave.

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

Subd. 4. A teacher on sabbatical leave shall retain all rights of tenure and benefits, and progression on the salary schedule as though teaching during that period, except that credits earned during sabbatical leave shall not apply for salary purposes before the teacher's return to service in the Saint Paul Public Schools.

Pension contributions by the Board shall be based on fifty percent (50%) of salary for the duration of the leave pursuant to [Article 10, Section 5](#), of this Agreement. Upon return to service, the teacher shall be reassigned to his or her former position or to a similar and equal position.

After a sabbatical leave of one semester or less, the teacher returning to duty will normally be assigned to his/her same position as prior to the sabbatical leave.

Subd. 5. The number of sabbatical leaves granted in any year shall not exceed one percent (1%) of the number of teachers in the appropriate unit as defined in [Article 3](#) of this Agreement. If the number of approved requests for sabbatical leave exceeds the maximum number allowable, leaves shall be distributed among different divisions of school activities in proportion to the number of teachers in these divisions.

Subd. 6. Application for sabbatical leave shall be made on the [form](#) provided for that purpose. A committee of three (3) teachers and three (3) administrators shall be convened by the Director of Human Resources and shall review all applications and submit its recommendations to the Superintendent for Board action.

6.1 The three (3) teacher members of the Sabbatical Leave Committee shall be proposed by the Saint Paul Federation of **Educator** for appointment by the Superintendent. The committee chair shall be selected by the committee and the Director of Human Resources will staff the committee and will vote only to break a tie vote.

6.2 In making its selections of those to be recommended for sabbatical leave, the committee shall give final consideration to the benefit which shall accrue to the Saint Paul Public Schools from such leave. Priority shall be given to applications that will allow teachers to acquire licenses in identified hard-to-staff license areas, advanced program specialization or critical world language fluency. The Advisory Staff Development Committee (ASDC) shall identify these areas no later than December 1 of each school year. Other factors which shall be considered are length of service, contribution to the general welfare of the schools, and benefit to the individual.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 12. SABBATICAL LEAVE (continued)

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

SECTION 13. CITIZENSHIP LEAVE

Up to three (3) days of paid leave shall be granted to eligible employees in each contract year to accommodate commitments related to the employee or employee's immediate family member's process of achieving citizenship. Such days shall not be deducted from sick leave. Such days do not accrue. Verification may be requested by the District.

SECTION 14. RELIGIOUS OBSERVANCE LEAVE

Teachers may use three (3) days of leave per school year for religious observances. Prior notification of absence for religious observance may be requested by the teacher's principal or supervisor. Teachers who use such days for observances of religious holidays have the following options:

The teacher may choose to take up to three (3) religious observance days not deducted from personal leave nor from sick leave; however, the teachers' pay shall be reduced by the equivalent amount of the daily substitute rate.

The teacher may choose to take up to three (3) religious observance days not deducted from personal leave; however, such days shall be deducted from sick leave.

ARTICLE 12. NON-COMPENSATORY LEAVE

Family and Medical Leave Act. 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 that coordinate contractual provisions with FMLA.

Leaves of absence without pay may be granted to teachers under the provisions of this article, upon approval of the Superintendent. Such leaves shall be without compensation and without pension contribution or benefits. The contents of this article shall in no way limit the District's right to grant additional leaves as determined necessary by the Superintendent of Schools.

Except for short-term non-compensatory leaves, a leave may be requested for up to one year. Extensions of leaves will not typically be granted. The District may require an adjustment to the beginning or end of the requested leave dates to coincide with a natural break in the school year; e.g., end of grading period, Winter Break, Spring Break or the end of the school year.

Information regarding application and conditions for non-compensatory leaves is available from the District Human Resource Department.

Whenever a teacher is temporarily separated from the District by reason of leave, it is the obligation of the teacher to inform the Human Resource Department immediately (within two (2) days of the change), of any change of address and telephone number. Failure to do so will void any rights to return as defined in this article until such time as the teacher does supply the Human Resource Department with a current address and telephone number. Such notification must occur in accordance with the timelines established in this article in order for a teacher to be considered eligible to return.

SECTION 1. TYPES OF LEAVE

Subd 1. Medical Leave of Absence. An employee who is unable to work due to illness/injury may request an unpaid medical leave. The teacher shall provide, at the time of leave [application](#), a Workability U.S. DOL WH-380 [Form](#) from his/her physician regarding the nature of the illness/injury and when the teacher will be able to resume work.

ARTICLE 12. NON-COMPENSATORY LEAVE (continued)

SECTION 1. TYPES OF LEAVE (continued)

Subd. 2. Maternity Leave. It may be granted for reasons of pregnancy and/or the need to provide parental care for a child or children of the teacher for an extended period of time immediately following conclusion of pregnancy. This leave may be used in combination with sick leave as identified below.

2.1 The normal and usual period of paid sick leave recognized for post-pregnancy delivery recovery is a maximum of six (6) consecutive weeks; extension of sick leave time is subject to written verification by the attending physician that the teacher's period of disability continues.

2.2 A maternity leave without pay shall be granted for up to 20 weeks. These twenty weeks are inclusive of paid sick time for disability due to pregnancy and/or delivery. The right to return with a guarantee of the same position is subject to restrictions of Section 3, subd. 3.

Subd. 3. Parental Leave. Unpaid parental leave shall be granted upon request, subject to the provisions of this article. It may be granted for reasons of adoption or the need to provide parental care for a pre-school age child or children of the teacher for an extended period of time. This leave may be used in combination with up to 30 days of paid sick leave as provided in Article 11, Section 1, Subd. 6.

Subd. 4. Insurance Benefit Extension for Maternity, Parental, Adoptive Parent Leave. The District will provide one (1) additional month of District paid contribution toward insurance coverage for an employee on an unpaid portion of a parental/maternity leave following the last month in which the employee had a paid portion of their leave.

Subd. 5. General Non-compensatory Leave. An employee may request a leave without pay or benefits for any reason, up to one (1) year in length. General non-compensatory leaves may be granted only once within a five (5) year period.

Subd. 6. Military Leave. Teachers shall be granted leave for military service as required by statute.

Subd. 7. Mobility Leave. Teachers who have five (5) years of service in the District and ten (10) years of pension-eligible service in Minnesota are eligible for a mobility leave of up to five (5) years in accordance with [M.S. §122A.46](#) and [M.S. §354A.091](#). Teachers who are on a mobility leave and wish to return to work the following school year must notify the District Human Resource Department no later than February 1 of that year.

Subd. 8. Short-term Non-compensatory Leave. A teacher who has completed probation in the District, shall be eligible to apply for short-term non-compensatory leave of up to a maximum of ten (10) days over the two (2) year period covered by this Agreement. Approved use of this leave shall not result in the loss of Employer contribution to health insurance premium. Approval of a short-term non-compensatory leave is subject to the approval from the appropriate principal/program administrator and to the following conditions:

8.1 Such leave may occur no more than twice in the two (2) year contract period, regardless of the number of days used.

8.2 Written application must be submitted for approval to the teacher's immediate supervisor and the appropriate principal/program administrator, at least ten (10) working days in advance of the date(s) requested.

ARTICLE 12. NON-COMPENSATORY LEAVE (continued)

SECTION 1. TYPES OF LEAVE, Subd. 8 (continued)

8.3 The number of teachers in a location and in the District, the ability to cover the teacher's duties without undue disruption, and the number of days being requested for all types of leave or special activity will be among the considerations in granting or denying such requests.

8.4 No such leave shall be approved for use during the first two (2) weeks or the last two (2) weeks of school for students.

8.5 This leave may not be used to extend a break or holiday.

SECTION 2. APPLICATION PROCEDURES FOR NON-COMPENSATORY LEAVES.

Subd. 1. The teacher will send a completed Leave of Absence Request form along with any required documentation to the Human Resource Department at least two (2) calendar months (sixty [60] days) before the beginning of the intended leave, except in the case of an unexpected medical or family emergency. If a leave is requested for an entire school year for a non-emergency reason, application should be made no later than March 1 in the year preceding the leave. Requests submitted after March 1 are more likely to be denied. **Note:** Leave Application Forms are available on the District website at http://hr.spps.org/leave_of_absence_forms.

SECTION 3. RETURN FROM LEAVE

Subd. 1. Definitions.

1.1 Appropriate Vacancy. "Appropriate vacancy" is a position of equivalent FTE status held by a teacher immediately prior to taking leave, and for which a teacher whose leave has expired is currently licensed, has taught in Saint Paul Public Schools, and for which no other teacher has rights.

1.2 Equivalent Position. "Equivalent position" is a position in the same subject area that the teacher held prior to taking the leave.

Subd. 2. Notification of Return from Leave.

2.1 The teacher must notify the Director of Human Resources in person or by certified mail, in writing on the appropriate form, no later than March 1 or two (2) months prior to the originally-scheduled date of the leave termination, whichever is earlier, of his/her specific intent to return to active service at the specified date or request an extension of the leave. Extensions are not routinely granted. Return from Mobility Leave requires a February 1 notification of intent to return.

2.2 TEACHERS WHO FAIL TO NOTIFY THE DIRECTOR OF HUMAN RESOURCES AS SPECIFIED IN 2.1 OF THIS SECTION WILL BE DEEMED RESIGNED UNLESS EXIGENT CIRCUMSTANCES EXIST.

2.3 A teacher whose leave is one (1) year or less and who desires consideration of a return date earlier than scheduled shall notify the District at least 30 calendar days before the desired new date of return. The Human Resource Department will list the teacher for consideration at the earlier date; however, the District is not required to accommodate a return date earlier than was originally approved for the leave.

2.4 A teacher who is returning to work after a medical disability, whether resulting from a Worker's Compensation situation, a personal illness/injury, or pregnancy, and whether involving paid or unpaid leave, shall provide to the Human Resource Department the necessary medical information, along with his/her request to return to duty. The Human Resource Department will provide specific procedures, in compliance with state and federal law, to be followed for that teacher's circumstance.

ARTICLE 12. NON-COMPENSATORY LEAVE (continued)

Subd. 3. Return with Guarantee of Same Position

3.1 Teachers on short-term non-compensatory leaves of absence shall return to their same position.

3.2 Teachers on a maternity leave of up to 20 weeks in the same school year, including all compensatory sick leave time taken at the conclusion of pregnancy, may return to their same position.

3.3 Teachers returning from a general non-compensatory leave who have been guaranteed a right to return to their same position will return to their same position, except in situations of staff reduction and/or discontinuance of position, where return to same position will be determined per 3.4 of this article.

3.4 If during the period of leave the site has become subject to layoff because of staff reduction and/or discontinuance of position, the least senior teacher in the affected area of licensure at the site shall be laid off. A teacher returning from leave who is guaranteed a same position will be laid off only if he/she is least senior in the license area to be laid off at the site.

Subd. 4. Return with Guarantee of Equivalent Position

4.1 All leaves, except for leaves identified in [Section 3, Subd. 3.](#) of this article, have a guarantee of return to an equivalent position. This includes leaves that are scheduled to terminate during the school year and are extended to the end of the school year by the District due to lack of an appropriate vacancy.

4.2 A teacher whose leave expires at, or has been extended by the District to, the end of a school year shall return to a position through the interview and selection process and/or placement process.

4.3 Any teacher scheduled to return from non-compensatory leave who has been offered and has accepted a reassignment position, relinquishes all rights to any further choice of available positions.

4.4 Should the number of teachers desiring to return from leaves that terminate during the school year exceed the number of available positions, assignments shall be made on the basis of scheduled leave termination dates. If termination dates are identical, assignments shall be made on the basis of seniority ranking.

4.5 A teacher who declines an offer to a position for which he/she is qualified shall be deemed resigned.

ARTICLE 13. PARENTING LEAVE (MATERNITY, PATERNITY, ADOPTION)

SECTION 1. PARENTAL LEAVE. Staff shall have the right to take paid and unpaid parental leave for birth or adoption of a child.

For all staff who apply for parental leave, Human Resources will provide, in writing, a personalized, detailed summary of paid and unpaid leave balances as well as medical benefits and cost available for the duration of their leave. This summary of benefits will be provided within two (2) weeks of submission of the leave of absence request form. See also, <https://www.dol.gov/whd/forms/WH-380-E.pdf>.

ARTICLE 13. PARENTING LEAVE (continued)

Subd. 1. Parental leave shall be granted for reasons of pregnancy and/or the need to provide parental care for a child or children of the employee for an extended period of time immediately following conclusion of pregnancy. This leave may be used in combination with sick leave as identified below.

- 1.1 Post-Birth Recovery: The normal and usual period of paid sick leave recognized for post pregnancy delivery recovery is six (6) consecutive weeks; extension of sick leave time is subject to written verification by the attending physician that the employee's period of disability continues.
- 1.2 Sick Leave for Parents with Newborns: Up to thirty (30) days of accumulated sick leave may be used in a contract year for a parent with a newborn child and/or after the post-birth recovery period. Use of these thirty (30) days does not need to occur consecutively. The thirty (30) days of sick leave for parents of newborns must be used within six (6) months surrounding the birth of the child.
- 1.3 Leave for Adoption: 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. Use of these thirty (30) days does not need to occur consecutively. Upon completion of the adoption additional sick leave may be allowed for the care of a sick child as required by [M.S. §181.9413](#).
- 1.4 Non-Compensatory Parental Leave: A parental leave without pay shall be granted for up to twenty 20 weeks. These twenty weeks are inclusive of paid sick time for disability due to pregnancy and/or delivery. The right to return with a guarantee of the same position is subject to restrictions of Subd. 2. Notification of Return from Leave.
 - 1.4.1 A parental leave without pay may be granted for up to one (1) calendar year from the start of the original parental leave. This one (1) calendar year is inclusive of paid sick time for disability due to pregnancy and/or delivery.
- 1.5 Whenever possible, the beginning and ending dates of the leave shall be coincident with some natural break in the school year, such as winter or spring recess, or change of semesters, and so on.

Subd. 2. Insurance Benefit Extension for Maternity, Parental, Adoptive Parent Leave. The District will provide one (1) additional month of District paid contribution toward insurance coverage for an employee on an unpaid portion of a parental/maternity leave following the last month in which the employee had a paid portion of their leave.

SECTION 2. NOTIFICATION OF RETURN FROM LEAVE. The staff must notify the Director of Human Resources or designee in person or in writing by U.S. mail, certified mail, email, or on the appropriate form, their date of return no later than March 1 if intending to return the next school year or two (2) months prior to the originally-scheduled date of the leave termination, whichever is earlier, of their specific intent to return to active service at the specified date or request an extension of the leave. Extensions are not routinely granted.

Subd. 1. Return with Guarantee of Same Position

- 1.1 Teachers on short-term non-compensatory leaves of absence shall return to their same position.
- 1.2 Teachers on a parental leave of up to twenty 20 weeks in the same school year, including all compensatory sick leave time taken at the conclusion of pregnancy, birth or adoption may return to their same position.

ARTICLE 13. PARENTING LEAVE (continued)

- 1.3 Teachers returning from a general non-compensatory leave who have been guaranteed a right to return to their same position will return to their same position, except in situations of staff reduction and/or discontinuance of position, where return to same position will be determined per 1.4 of this article.
- 1.4 If during the period of leave the site has become subject to layoff because of staff reduction and/or discontinuance of position, the least senior teacher in the affected area of licensure at the site shall be laid off. A teacher returning from leave who is guaranteed a same position will be laid off only if he/she is least senior in the license area to be laid off at the site.

Subd. 2. Return with Guarantee of Equivalent Position

- 2.1 All leaves, except for leaves identified in Article 12, [Section 3, Subd. 3](#), have a guarantee of return to an equivalent position. This includes leaves that are scheduled to terminate during the school year and are extended to the end of the school year by the District due to lack of an appropriate vacancy.
- 2.2 A teacher whose leave expires at, or has been extended by the District to, the end of a school year shall return to a position through the interview and selection process and/or placement process.
- 2.3 Any teacher scheduled to return from non-compensatory leave who has been offered and has accepted a reassignment position relinquishes all rights to any further choice of available positions.
- 2.4 Should the number of teachers desiring to return from leaves that terminate during the school year exceed the number of available positions, assignments shall be made on the basis of scheduled leave termination dates. If termination dates are identical, assignments shall be made on the basis of seniority ranking.
- 2.5 A teacher who declines an offer to a position for which he/she is qualified shall be deemed resigned.

Subd. 3. Guarantee Return

Parental leave without pay may be granted for a period not to exceed twenty (20) weeks in length, with a guarantee of return to the same position. Leave with position guarantee shall be granted only for reasons directly attributable to pregnancy or for the imminent and immediate adoption of a child. Leaves longer than twenty (20) weeks up to one (1) year entitle an employee to return to an equivalent position.

ARTICLE 14. TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY

SECTION 1. STATUS OF SCHOOL CALENDAR. The teachers' basic contract year, recesses, and holidays shall be as indicated on the school calendar. Pursuant to [M.S. §179A.07](#), the District and the Federation shall meet and confer annually about the school calendar. In addition the District and the Federation shall meet and confer regarding the calendar for the Birth to Three program. The District will make a reasonable effort to communicate the calendar for the Birth to Three program to staff no later than April 1 of each year for the following year's calendar. The District and the Federation will make reasonable efforts to include teacher and administrator representatives from the Birth to Three program in these discussions. Teachers shall be on duty on those legal holidays on which the Board is authorized to conduct school per [M.S. §120A.42](#) and as indicated on the school calendar.

ARTICLE 14. TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY (continued)

Staff Meeting Conflicts. In an effort to allow for all staff to be included in the democratic process and support civic engagement, the District's calendar committee will add the major state and federal election dates, when known, to the District calendar as "days to avoid" for any district meetings including internal and external. No meetings before or after school on "days to avoid."

Subd. 1. Each opening week at each site, teachers will be provided a schedule of directed meetings and activities for the school year in order to accommodate individual and building-level professional planning. In the case of exigent circumstances, the annual school calendar may be changed to accommodate program/District needs with appropriate prior notice provided to staff.

Subd. 2. Upon annual mutual written agreement between the teacher and the District supervisor, the teacher work year may be altered from the SPPS calendar to align across non-public or an alternative program (e.g., Gateway to College) where the teacher is assigned. This mutually agreed upon change to the school calendar will consist of the same number of duty days as outlined in this contract, but the duty days may be assigned throughout the contracted year. The teacher will be given appropriate prior notice of the altered school calendar of the duty days.

Subd. 3. The District is committed to provide consistency across the District by establishing a norm of four (4) principal-directed before/after school meetings per month. In exigent and reasonable circumstances, additional meetings may be called if necessary by the principal. Professional Learning Communities, coaching, and team meetings are professional expectations that should be considered when planning this time.

Subd. 4. Teachers shall be compensated if they are directed by an administrator to perform other professional responsibilities in lieu of their classroom preparation period.

Subd. 5. The District is committed to provide consistency across the District by establishing a norm of four (4) principal-directed before/after school meetings per month. In exigent and reasonable circumstances, additional meetings may be called if necessary by the principal. Professional Learning Communities, coaching, and team meetings are professional expectations that should be considered when planning this time.

Subd. 6. Teachers shall be compensated if they are directed by an administrator to perform other professional responsibilities in lieu of their classroom preparation period.

SECTION 2. BASIC CONTRACT YEAR

Subd. 1. For 2017-18 and 2018-19, the basic contract year shall consist of 187 teacher duty days. Evening conference are part of this 187 duty day work year. Each evening conference, for up to three (3) hours per evening, comprises one-half (1/2) of a duty day.

Subd. 2. K-12 teachers covered under tenure law

Probationary teachers covered under the Teacher Tenure Act will be provided all rights as provided under [M.S. §122A.41](#). Subd. 2. Teachers shall be deemed to be in a probation period during their first three years of consecutive employment. During this period, a teacher's annual contract may be non-renewed at the discretion of the District and without right of appeal. A probationary teacher is deemed to be reemployed for the ensuing school year, unless notified in writing before July 1, of the termination of employment. The District may discharge a teacher during the probation period for any of the causes as specified under the tenure law without right of appeal.

Teachers employed under a Tier 2 license shall not be eligible to accrue years of service for tenure unless the Tier 2 teacher achieves a Tier 3 or Tier 4 license during the allowable period according to Minnesota State Statute 122A.182, Subd. 6 (Application toward probationary period).

ARTICLE 14. TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY (continued)

Subd. 3. Community Education Teachers and other members of the teacher bargaining unit not defined as "teacher" under M.S. §122A.41:

Probationary teachers not covered under the teacher tenure act shall be deemed to be in a probationary period during the first three years of consecutive employment. During this period a teacher's annual contract may be non-renewed at the discretion of the District and without right of appeal. A probationary teacher is deemed to be reemployed for the ensuing school year, unless notified in writing before July 1, of the termination of employment. The District may discharge a teacher for cause during the probation period and the teacher will have no right of appeal. For the period of service following probation, discipline and discharge may be appealed by the teacher under the terms of the grievance procedure as provided by the labor agreement.

Subd. 4. Probationary Teacher In-Service Days

Probationary teachers may be required by the District to be on duty for the equivalent of seven (7) additional duty days in each probationary year beyond teacher duty days in the basic contract year. These will be in-service days or special in-service events for the specific purpose of participating in probationary teacher training programs and activities prescribed by the District.

4.1 Probationary teachers will be paid for actual time worked based on the hourly rate for workshops in [Appendix D](#).

SECTION 3. LENGTH OF TEACHERS' DAY

Subd. 1. For all teachers, the school day on which salaries shall be based is the period of time that the school is regularly in session for students plus reasonable time as is necessary to plan the day's work, confer with pupils and parents, and perform such other duties that are appropriate for teachers. It shall include a daily duty-free lunch period. However, a teacher may accept an extra pay assignment in lieu of the duty-free lunch period.

It is recognized that every teacher's professional day, whether classroom or support staff, extends beyond student-contact hours to include time for such responsibilities as additional planning and evaluation, faculty and committee meetings, parent conferences, additional professional education, and other professional responsibilities of the teacher.

It is further recognized that these additional activities are not necessarily accomplished in the building to which the teacher is regularly assigned, and if the teacher leaves the building, it is to be for professional or extraordinary personal reasons.

Subd. 2. Evening Conference Time. The District may assign any or all teachers in K-12 instructional programs, to be present for duty on two (2) evenings during each semester, for up to three (3) hours per evening, for consultation, conferences, and meetings with parents and/or students. School sites may schedule additional evening conferences as needed within the 187 duty day work year. Teachers may be granted compensatory time off on a date specified by the District, on a similar pro rata basis.

Subd. 3. Elementary Planning Time. The District will provide preparation/planning time for licensed teachers on the basis of (50) minutes per school day, or the equivalent.

Preparation periods shall be provided, as a norm, on each day, and shall be not less than 25 minutes or more than 60 minutes in length.

Thirty (30) minutes of preparation/planning time for kindergarten teachers is normally provided between morning and afternoon sessions with students, and does not involve time away from students during the students' day. The additional 20 minutes per day (equivalent) will be provided as scheduled by the District.

ARTICLE 14. TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY (continued)

Subd. 4. Secondary Preparation/Planning Time

Within the student day, for every 25 minutes of classroom instructional time assigned to a secondary classroom teacher on a regular daily basis, five (5) additional minutes of preparation time shall normally be provided in one or two uninterrupted blocks during the student day. Variations developed by the principal and staff in any school building and approved by the Superintendent and the Board of Education, shall be permitted, so long as the intent of this provision is observed, and the approximate equivalent to the preparation time per day prescribed herein, is provided within a week.

4.1 Part-time teachers will not normally be allocated preparation/planning time pursuant to this formula. If a teacher's part-time assignment is at least .5, and he/she is assigned at least three (3) full hours of classroom instruction per day, then he/she shall be eligible for one-half (1/2) hour's pay per instructional day at the [Appendix D](#) rate as provided in Article 9, Section 9, Contract Teachers as Substitutes. Part-time assignment in excess of .5 but less than .99 shall generate eligibility for this one-half (1/2) hour daily compensation. There is no prorated factor above one-half (1/2) hour.

Subd. 5. Special Education Preparation/Planning Time

Teachers may request assistance of a substitute teacher for support as needed to help relieve excessive workloads or to meet impending deadlines. Special education licensed service providers shall be provided at least one half-day per month to complete paperwork or conduct student assessments. At the discretion of the teacher, this time may be taken in one half-day per month increments or in whole day increments every other month or in some combination. Scheduling of such time shall be by mutual agreement between the teacher and the principal and shall be in addition to preparation time. Teachers who, as of the signing of this agreement, are currently provided time in excess of the one half day per month will continue to receive such time unless a change is mutually agreed to between the administrator and the teacher.

The District shall allow for teachers to request additional paperwork days to work on IEP, Progress Reports and Evaluations based on the timelines set forth by the Minnesota Department of Education. This request will be in addition to the current contract language of half day paperwork day per month of full day paperwork day every other month.

Subd. 6. Early Childhood Family Education (ECFE) Programming

The parties recognize that ECFE is a unique educational program and, accordingly, requires particular consideration in this Agreement. In recognition of uniqueness of the ECFE educational program:

- Scheduled hours and assignments for ECFE staff shall be established and assigned by the District.
- ECFE staff duties will be determined by the job description.
- Regardless of FTE, no ECFE staff member will be required to work more than two evenings a week. Working on Saturday is equivalent to working an evening.
- ECFE staff can choose to work more than 2 evenings a week.
- Contiguous class schedules will be prioritized, to a reasonable extent.
- Individual schedules will include a designated lunch time assigned by the supervisor.
- No staff will be required to work longer than a 12-hour duty day.
- Tentative schedules for ECFE will be provided on or before May 30th for the next school year. ECFE schedules will be finalized by the end of September for the current school year. If enrollment or program changes, after the end of September, staff schedules may need to change. Proposed changes will be shared with staff. Any changes to the (tentative) schedules will be communicated with at least a 10-calendar day notification by the ECFE administration.
- Parent and staff input will be gathered before a Saturday program would be initiated as stated in the ECFE Statute. Assignment of Saturday hours will be first voluntary and then in reverse order of seniority.

ARTICLE 14. TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY (continued)

SECTION 4. PREPARATION/PLANNING TIME PROVIDERS. Teachers whose primary assignment is to provide instruction for classes of students during the preparation/planning periods afforded classroom teachers, shall normally be scheduled for a maximum of ten (10) class sessions per day. These class sessions may include 50 minute periods as well as the more typical 25 minute periods. If it becomes necessary to assign such a teacher to more than ten (10) class sessions per day, that teacher will be additionally compensated based on the rates as defined in [Appendix D](#), Hourly Rates for sessions in excess of ten (10), using the shortest period(s) of the day to compute any compensation due. A teacher who voluntarily accepts or seeks assignment of more than ten (10) class sessions shall not be eligible for this additional compensation.

SECTION 5. SPECIAL EDUCATION ADDITIONAL ASSIGNMENTS

All special education licensed service providers shall be excluded from student supervision assignments within the duty day except in an emergency basis or when a teacher accepts an extra-curricular lunch assignment and is paid the stipend per Appendix D. In recognition of the fact that special education licensed service providers typically serve on Child Study Committees and meet regularly to plan and modify student Individualized Educational Programs, they shall not be required to serve on other school committees. Voluntary participation in other school committees shall be permitted.

SECTION 6. NURSE WORK SCHEDULE

A nurse's daily work schedule can fluctuate dramatically due to the nature of the work and requirements of the position. It is understood that injuries, life threatening emergencies and other health and safety related issues are unpredictable and therefore make it difficult for nurses to plan a scheduled time for completing and processing required medical reports and special education documentation.

Nurses may meet with their principal and jointly develop a work schedule that includes a daily 30 minute period within the normal workday established for the purpose of processing and completing student data and reporting. Service to students must not be adversely affected by this schedule and emergency and other health/safety related situations that require immediate attention must continue to be provided throughout the entire workday. Nurses may use this scheduled time to complete medical reports, special education documentation and perform other related duties as may be required.

It is understood that this scheduled time is not guaranteed and is not considered to be a daily preparation period as provided for classroom teachers. Further, this provision is not subject to grievance or additional compensation as provided under the loss of preparation time for classroom teachers.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION

SECTION 1. PURPOSE. The purpose of this article is to provide a systematic procedure for making personnel changes affecting members of the teacher bargaining unit when such changes become necessary because of staff reduction.

Community education teachers as defined under [M.S. §122A.26](#) and other members of the teacher bargaining unit who are not defined as a “teacher” under the Teacher Tenure Act, [M.S. §122A.41](#), shall have staff reduction and transfer rights limited to the provisions within Article 15. Any rights under M.S. §122A.41 or reference to M.S. §122A.41 referenced within Article 15, including “Stranding or Realignment Requirements” shall not be applicable to these employees defined in this section.

It is understood that teachers who have achieved tenure with the District and have been subsequently reassigned as Community Education Teachers or to positions that fall outside the definition of “teacher” under M.S. §122A.41 remain tenured teachers within Saint Paul Public Schools and maintain their rights under the Tenure Law.

A teacher in a non-classroom position such as a curriculum coordinator or school-wide enrichment teacher, whose position has been eliminated will have the right of reassignment to a classroom position within their current building on the basis of their seniority. Non-classroom positions and building specialist positions assigned by the principals or filled through a posting and interviewing process are not open to seniority bumping.

Programs housed in a building may be exempt from the effects of staff reduction elsewhere in the building.

SECTION 2. DEFINITIONS. For the purposes of this article, terms are defined as follows:

Subd. 1. “Teacher” shall have the meaning prescribed in Article 3 with the following modifications:

1.1 Tenured teachers who take professional positions requiring Minnesota Department of Education licensure, and who are involuntarily demoted from their professional positions fall within the definition prescribed in [Article 3](#), shall be considered as teachers pursuant to M.S. §122A.41.

1.2 Casual substitute service shall be excluded from the provisions of this article.

1.3 Acting incumbent service and long-term substitute service shall be excluded from the provisions of this article except as referenced in [Section 3, Subd. 3](#) as part of the description of procedures for seniority listing.

1.4 Part-time contracted teachers shall have seniority rights described in Sections [6](#), [7](#), and [8](#) (Layoff, Reinstatement, Demotion), only for an equivalent or less part-time position for which the teacher is qualified, unless the part-time contracted teacher has previously held a full-time position and has been involuntarily reduced to part-time employment as a direct result of staff reduction actions taken under these procedures. In that event, the teacher retains whatever seniority claim he/she would have had as a teacher on layoff if a full-time vacancy becomes available for which he/she is qualified. A part-time contracted teacher who has held a full-time position, and has voluntarily reduced to part-time status has only the above-mentioned seniority rights to an equivalent or lesser part-time position.

1.5 Job Share Teams shall have seniority rights as defined in [Article 7, Section 3](#).

Subd. 2. “Acting Incumbent Substitute Service” is that service performed by teachers contracted to fill a specific temporary vacancy for a named member of the teacher bargaining unit.

Subd. 3. “Qualified” shall mean that teachers are properly licensed by the State Board of Teaching in that subject area, or department.

Subd. 4. “Board” shall mean the Board of Education as defined in [Article 3](#).

Subd. 5. “Superintendent” shall mean the Superintendent of Schools as defined in Article 3.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)
SECTION 2. DEFINITIONS (continued)

Subd. 6. “Demotion” shall mean a change of assignment by reason of staff reduction which results in a lower annual or monthly contract salary; the discontinuation of extended year assignment, pursuant to [Article 8, Section 4](#), Subd. 3 and 4 is excluded from this definition.

Subd. 7. “Layoff” shall mean an involuntary termination of employment by reason of staff reduction with loss of compensation and benefits except as provided herein.

Subd. 8. “Department” is defined:

- a) for purposes of layoff identification, and for placement preferences from the placement process, to mean teaching positions throughout the District which require the same licensure, and
- b) for purposes of selecting the teacher(s) for the placement list, to mean positions within a particular school building or program which require the same licensure.

Subd. 9. “Program” shall mean a teaching position or a group of teaching positions established to accomplish specific goals or objectives. Such positions are characteristically budgeted or funded in part or wholly separate from the general budgeting or funding for teaching positions. A program may contain one or more departments.

Subd. 10. “Seniority” shall mean a date ranking based upon the first day of contracted employment within the Saint Paul Public Schools. Accumulation of seniority shall commence upon the first day of regular continuous service and shall continue until termination of the employment of the teacher, subject to the further provisions of this article. Except as specifically provided within this article, seniority shall not accrue for casual, long-term or acting incumbent substitute service.

10.1 Time spent on leave of absence of more than one (1) year in duration shall not be used to compute seniority, except that time spent on compensatory leaves and military leaves as required by [M.S. §192.261](#) shall apply.

10.2 Seniority shall not apply to extracurricular, hourly, and temporary assignments, nor to any positions assigned in addition to the teacher’s contractual assignment, nor to part-time contracted assignments, except as specifically provided in Subd. 1, 1.4 of this section.

10.3 A teacher’s seniority ranking is a single numerical ranking which is applicable for all active licenses.

Subd. 11. “Staff Reduction” is defined:

- a) for references to layoff, to mean reducing the number of a specifically licensed position within the District, and
- b) for references to the placement process, to mean reducing the number of a specifically licensed position in a specific building or program.

SECTION 3. PROCEDURES: SENIORITY LISTING

Subd. 1. The District shall compile and maintain a listing of seniority of teachers in accordance with the provisions of this article.

Subd. 2. When basic seniority is identical for two (2) or more teachers in a license area, seniority shall be determined by the lower or lowest file folder number listed on the teacher’s Minnesota Teaching License.

Subd. 3. Acting incumbent substitute service and long-term substitute service shall be excluded from the provisions of this article except that when acting incumbent service or long-term substitute service, is immediately followed by a contract for regular employment, such uninterrupted acting incumbent service or long-term substitute service shall be included in determining seniority.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)
SECTION 3. PROCEDURES: SENIORITY LISTING (continued)

Subd. 4. Multiple Licenses. A teacher may voluntarily exclude her/his name for seniority in any license area except for seniority in which the teacher is currently assigned. Notification must be made to the Human Resource Department by January 15 of any year. Upon notification, the teacher's name will not be considered for seniority in that license area and continue to be excluded from that seniority until the teacher requests a change as outlined below. The teacher may voluntarily request her/his name be relisted for seniority by notifying the Human Resource Department by November 15 of the school year preceding the year the teacher desires to have her/his name included for seniority.

SECTION 4. PROCEDURES: TEACHER INTERVIEW AND SELECTION PROCESS

Subd. 1. Board Design. The Federation and District have agreed to a transfer process design that allows teachers eligibility to transfer to other sites or programs within the District while protecting the job rights for those teachers whose positions were eliminated at their previous assignments. Experience has shown that the process described below provides more opportunities for teachers to move to other assignments within the District, better opportunities for teachers to participate in the selection process for staff team members, and protection of teachers' seniority rights to other positions in the event of position reductions.

Subd. 2. Definitions.

2.1 "Vacancy" shall mean an open and available teacher position which is to be filled, and for which appropriate licensure is the minimum requirement for candidates to be considered for the position, and to which no other person has rights (also referred to as "generic" vacancies).

2.2 "Posted positions" are excluded from these group processes for transfers. Classroom teachers who are qualified and interested in posted positions are urged to apply. Posting, interviewing, and assignment to posted positions by the Human Resource Department shall continue throughout all steps of this process. Posted positions will not be listed or treated as vacancies for placement in the transfer process.

Subd. 3. Interview and Selection

3.1 Teachers returning from leave who have by March 1 made written commitment to return to work should also participate in the interview and selection process.

3.2 Schools and departments with counseling, social work and nursing positions will post positions through this process. Teachers who occupy positions which are essentially itinerant or are regularly assigned by District administration (such as psychologists, OT, PT and Speech Language Pathologist) should contact the program person in charge of scheduling to request movement to a different location.

3.3 Special Education and ELL teachers may use the interview and selection process only for reassignment to other Special Education and ELL positions.

3.4 The Human Resource Department will identify new classroom positions on the Human Resources Job Openings [Website](#) that are submitted by principals through the staff requisition process. The listings are limited to new positions created by staffing changes by reason of staff resignations, transfers, leaves and student enrollment changes that occur and affect the staffing composition and the need for teacher placement in the following school year. Teachers may submit their name for consideration for transfer by applying for the listed vacancies and following the application instructions on the job openings website. The district will keep all teacher job postings open and listed on the district Job Openings Website for a minimum of seven (7) calendar days. The listing of vacancies for positions less than 0.5 FTE is not open to grievance and is only intended to enhance the interview and selection process and provide teachers with information about transfer opportunities.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

SECTION 4. PROCEDURES:TEACHER INTERVIEW AND SELECTION PROCESS (continued)

3.5 Principals will create a site selection team that includes teachers in the building/program. Each building/program should have an interview schedule and then bring in teachers who have expressed an interest in the building/program for interviews. Teachers are encouraged to bring resumes or portfolios of their work and to upload these items to the district's online system. Sites are encouraged to have portfolios, site improvement plans or other information for teachers to review.

3.6 The following list of teachers are ineligible for the interview and selection process unless approved by the Human Resource Department:

- Probationary teachers (except for teachers completing their third year of probation)
- Teachers on Improvement Plans or who have any documented performance problems or issues of misconduct and/or a significant number of voluntary reassignments
- Teachers identified for layoff
- Administrative transfer, or who are part of a required realignment due to stranding
- **Teachers on a Tier 1 or Tier 2 license**

3.7 The District may hire new teachers concurrent with the interview and selection process.

3.8 Teachers currently contracted on part-time status of half time or more without contractual rights to return to full time may participate in interviews for part-time or full-time assignments unless ineligible for other reasons as indicated herein.

3.9 Once a teacher has accepted an offer, their previous position becomes available. Teachers are eligible for only one (1) transfer per school year. Exceptions may be granted by the Superintendent and the principal.

3.10 The interview and selection process will continue through the third week in June.

3.11 Once the new school year begins, vacancies created by new staff allocations due to enrollment increase may be filled by long-term substitutes until enrollment stabilizes or an enrollment count is defined in October. Teachers remaining unassigned or who were displaced by enrollment decline will be reassigned through the placement process.

Subd. 4. Special Restrictions

4.1 Transfers of "hard to find" licensed teachers. Teachers who have been hired and/or are currently assigned to teaching positions in "hard to find" license areas can be excluded from the transfer process if there are very few qualified teachers of the same licensure available in the employee "market" to fill these positions. This lack of availability of replacement teachers will be determined by the Human Resource Department before excluding such teachers from participation in the transfer process. If a specific license area is to be excluded or limited, that information, and the reasons for the restriction, will be identified in a report to the Professional Issues Committee (PIC) typically at the January meeting. Teachers so affected may transfer to alternative sites only within the identified "hard to find" license areas.

4.2 Full-Time Equivalent Status Change. Teachers who request and for whom the District has granted a status change from full-time to part-time shall be assured a return to an equivalent (full-time) position if the part-time status is maintained for one year or less (unless extended to the end of the school year by the Human Resource Department). This provision is void if the teacher is affected by staff reduction process. NOTE: The District has no obligation to grant requests for movement from full-time to part-time status.

If the return to full-time comes at the end of the school year, the teacher shall be placed in the pool for placement.

If part-time status extends beyond one year at teacher's request, there are no guarantees, claims or rights to full-time status.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

SECTION 5. PROCEDURES: PLACEMENT PROCESS

Subd. 1. Teachers within the building, department or program being reduced shall be placed on the placement list in the inverse order of their seniority.

For a full-time teacher assigned in more than one location, his/her seniority ranking shall apply to:

- a) the building in which the majority of the teacher's teaching time is assigned,
- OR
- b) both buildings if teacher's time is evenly divided between two buildings.

Subd. 2. Teachers who have been placed on the placement list shall be provided a list of known vacancies within the District. The list of vacancies will be mailed no later than July 1. The teacher shall indicate from this listing her/his priority of preferred assignments for which she/he is qualified as defined in this article.

Subd. 3. The reassignment of teachers requiring placement shall be made by using their expressed preferences by order of seniority within the further limitations of this subdivision:

3.1 Teachers shall have filed with the Human Resource Department a current address, telephone number, and e-mail address. Inability of the Human Resource Department to reach a teacher because of the teacher's failure to inform that office of a current telephone number and address shall void the teacher's right to reassignment until such current address and telephone number are received in the Human Resource Department.

3.1 Seniority rights are limited to the vacancies existing (for example, resignation has been received by Human Resource Department) at the time the teacher is contacted for reassignment.

Subd. 4. If one or more positions previously closed in a school, department or program are reopened prior to the first duty day for teachers in the school year, teachers with the most seniority who were previously required to leave that school, department or program shall have the option of returning to that assignment. This provision shall apply only if the teacher can be contacted by the Human Resource Department. Such option must be exercised by the teacher at the time the Human Resource Department contacts the teacher. The same return option may apply through the first full week in September, subject to the consent of the receiving supervisor.

Subd. 5. Requests for transfers shall not be honored after the mailing date provided in subdivision 2 of this section until teachers on the placement list have been placed or have expressed no interest in the positions being requested by teachers seeking transfers.

Subd. 6. Administrators of programs which have need for teachers with special interests or abilities in addition to licensure shall utilize this procedure to the extent possible. However, where such needs cannot be filled by this procedure, exceptions shall be permitted in order to establish or maintain the program activities requiring these special interests or abilities.

Subd. 7. In the event that transfer of a teacher becomes necessary at a time other than prior to the beginning of the school year or other unique situations arise which were not anticipated and may not fall under the specific provisions of this article, such personnel changes shall be individually processed in a manner consistent with the general intent of this article, which is that seniority and qualification as defined herein shall govern. The district has the managerial right to administratively transfer teachers to the transfer list. This right may only be exercised prior to May 15. Exceptions to this deadline may be made in exigent circumstances subject to the approval of the District and the Federation.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)
SECTION 5. PROCEDURES: PLACEMENT PROCESS (continued)

Subd. 8. A teacher may volunteer to be considered for the placement process by so advising the Human Resource Department in writing prior to March 1. No such volunteer, if accepted and listed for transfer, may then withdraw from such process for that school year, except with the approval of the Human Resource Department.

Subd. 9. When a school is closed or consolidated with another school, the transfers of teachers from the closing or consolidating building, which result from such closing or consolidation, shall be treated as transfers under the provisions of this section, in the following manner:

9.1 The basic assignment of a teacher is to a staff/student population (a school), rather than to a physical facility (a building).

9.2 The most senior qualified teachers shall have the first right to remain in the original assignment, except that in the case of a closing building, no teacher in the receiving building(s) shall be displaced involuntarily.

9.3 If the staff is reduced in a school involved in the merger, the least senior teachers in the program or department being reduced shall be those transferred except that if a more senior teacher wishes to volunteer for transfer from that school, the teacher shall have the right to transfer. In that instance, these conditions will prevail:

- (a) The transfer volunteer shall have the opportunity for interview with the principal of the other (receiving) school(s) involved in the merger, if requested, with the understanding that the District has no obligation to assign the transfer volunteer to that school.
- (b) If the transfer volunteer is not assigned to another school involved in the merger, that teacher's name shall be placed on the transfer list, and the same rights shall pertain as those of other teachers so listed.
- (c) The transfer volunteer shall have waived any right to reclaim a position in the school to which the teacher was originally assigned. However, if a position is open in that school, the teacher shall have the rights provided in the other provisions of this section.

Subd. 10. Tiered Licenses. In 2017, the State of Minnesota enacted new teacher licensure categories requiring less rigorous teacher preparation, less professional experience, and fewer qualifications. In order to ensure that students in the St. Paul Public Schools with the greatest needs receive the highest quality education, no more than 2% of total district teachers shall hold a Tier 1 Minnesota teaching license. These levels will be reviewed by January 15, in each academic year.

SECTION 6. PROCEDURES: LAYOFFS

Subd. 1. Layoff of teachers shall be made in the inverse order of seniority within the departments and/or programs in which they have been employed. No qualified teacher shall be laid off if there is any other like qualified teacher with less seniority in the same program or department.

Subd. 2. Pursuant to [M.S. §122A.41](#), teachers shall be notified by the Board in writing at least thirty (30) days prior to the effective date of the layoff. Teachers shall be given in writing, the reason for such action at the time the notice is given.

Subd. 3. Any teacher laid off pursuant to these provisions may engage in teaching or any other occupation during the period of such layoff and may be eligible for unemployment compensation if otherwise eligible by statute for such compensation without loss or reduction of reinstatement rights except as provided within this article. Layoff shall not result in the loss of seniority earned provided reappointment occurs within 39 months of the effective date of layoff.

Subd. 4. Teachers who possess Montessori certification and who are assigned to teach at a Montessori School may not be displaced by a more senior teacher who does not possess Montessori certification. Licensed Staff currently assigned to specialist positions not requiring Montessori certification at these schools will be displaced according to the normal process called for by this Agreement if staff reductions occur.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)
SECTION 6. PROCEDURES: LAYOFFS (continued)

Subd. 5. Teachers who are assigned at an identified immersion or immersion articulation school and are in a position that requires fluency in a specific language may not be displaced by a more senior teacher who does not possess adequate fluency in the language required by the program. Non-fluent staff currently assigned to one of the above immersion schools shall not be required to attain fluency as a condition of continuing in their assignment.

Subd. 6. Teachers who teach in identified American Indian Studies programs and articulation programs and who hold a valid Minnesota teaching license and the Eminence Credential of American Indian Language and Culture or a minor in American Indian Studies or its equivalent may not be displaced by a more senior teacher who does not possess the license or criteria. The equivalent shall include demonstration of education in the areas of American Indian literature, American Indian treaties and sovereignty, historical/cultural trauma (mental health, substance abuse, diabetes), Ojibwe teachings/Lakota virtues, and cultural etiquette and previous experience working with American Indian communities.

Subd. 7. Subdivisions 4 and 5 of this section shall sunset upon ratification of the 2015-17 teacher contract unless the parties mutually agree to extend or modify these subdivisions. The District will provide the Federation a list of the identified Montessori, Immersion and American Indian Studies Programs by December 15 of each school year.

SECTION 7. PROCEDURES: REINSTATEMENT FROM LAYOFF

Subd. 1. No new teacher shall be employed to fill a vacancy when any teacher qualified to fill such position is on layoff and is available to fill such vacancy.

1.1 No teacher returning from leave of absence shall be assigned to fill a vacancy when any more senior teacher who is qualified for the position is on layoff and is available for the assignment.

1.2 The Human Resource Department shall rank those teachers scheduled to return from approved leaves for an approaching school year, by seniority order, according to their areas of licensure. For purposes of return from leave when there are similarly qualified teachers on layoff, the definition of "appropriate vacancy" in [Article 12, Section 3, Subd. 2](#), of the Agreement is further amplified as follows:

"A vacancy is only appropriate for a teacher awaiting return from leave whenever said teacher is not only qualified for the position, but also has greater seniority than any other similarly qualified teacher who remains on layoff."

1.3 A teacher may advise the Human Resource Department, in writing, within 30 days after the effective date of layoff that he/she waives all recall rights in a specific (named) licensure he/she holds. The District is then relieved of any and all obligation to consider or contact the teacher for recall in such license. This waiver, once delivered to the Human Resource Department, cannot be revoked or withdrawn by the teacher.

1.4 No teacher who has been properly laid off pursuant to these procedures may, after the effective date of such layoff, displace any teacher properly retained (even if such retained teacher is similarly qualified and less senior), by delivering to the District a teaching license, either new or renewed, which had not been registered with the District prior to the layoff.

Subd. 2. Teachers on layoff shall be reinstated to the positions from which they have been laid off. Teachers as defined under [M.S. §122A.41](#) shall have the right of recall to other available positions in the District in departments or programs in which they are qualified as such positions become available provided such assignment would not result in a promotion.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)
SECTION 7. PROCEDURES: REINSTATEMENT FROM LAYOFF (continued)

Subd. 3. Offers of reinstatement shall be made to teachers on layoff in seniority order, beginning with the greatest seniority.

Subd. 4. Whenever a teacher is temporarily separated from the District by reason of layoff, it is the obligation of the teacher to inform the Human Resource Department immediately (within two [2] days) of any change of address and telephone number. Failure to do so will void any rights to return until such time as the teacher does supply the Human Resource Department with a current address and telephone number. When the proper information is received, if the teacher is still within the 39 month recall rights period, then that teacher's name will be restored to the appropriate remaining layoff list in appropriate order. No teacher already recalled shall be displaced.

Subd. 5. If a position becomes available for a qualified teacher on layoff, the District shall telephone or, if the teacher is not reached by telephone, then send by certified mail, notice to such teacher who shall have two (2) week days to respond to the telephone call and accept reinstatement or seven (7) calendar days from the date of mailing of such notice to accept reinstatement. Failure of such written notice to reach a teacher shall not be the responsibility of the District if sent pursuant to these provisions. Failure of the teacher to respond to either notice and accept reinstatement within the specified periods shall constitute a waiver on the part of the teacher of any and all rights to reinstatement then or thereafter.

Subd. 6. Teachers on layoff who are not otherwise gainfully employed by contract and who refuse reappointment to (a) vacant position(s) for which they are qualified, waive all rights to reinstatement, then or thereafter.

6.1 Refusal of an offered position because a teacher is otherwise gainfully employed by verified contract shall be permitted within these specified conditions. A teacher who is gainfully employed by contract may retain a right to later recall consideration, by delivering to the District and the Federation, by certified mail or hand delivery, within five (5) calendar days after being offered an assignment, a letter stating the date after which he/she will have concluded the current contract obligation and will be available for recall. Such period shall not extend beyond the actual concluding date of recall eligibility. The District has no obligation to consider or contact the teacher regarding vacancies/recall during such period of verified contractual employment.

6.1.1 Only gainful employment based on an actual contractual commitment verified by the teacher shall qualify for this Subd. 6.1 exception.

Subd. 7. Reinstatement rights provided within this article shall terminate 39 months after the effective date of the layoff.

SECTION 8. PROCEDURES: DEMOTIONS

Subd. 1. Demotions shall be determined within a department or program on the basis of seniority, the teacher with the least seniority being demoted.

Subd. 2. The teacher who is demoted shall have the right to claim the next best vacant position for which the teacher is qualified; however, if two (2) or more demoted teachers with equal rights claim the position, the demoted teacher with most seniority shall be assigned to the position. "Next best position" shall refer to that position which affords the teacher the least economic loss. Such right of demoted teachers shall take precedence over seniority rights of teachers on the placement list.

Subd. 3. Teachers demoted under these provisions shall have the right to resume the position from which the teacher is demoted in the event the position is re-established, provided that the teacher remains qualified for the position.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)
SECTION 8. PROCEDURES: DEMOTIONS (continued)

Subd. 4. In the event a vacancy occurs in a position intermediate to the one from which the teacher was demoted and the one to which the teacher was subsequently appointed as a result of the demotion, that teacher shall have the right to claim such intermediate position if the teacher is qualified for the position.

Subd. 5. If no vacancy occurs for which a demoted teacher is qualified, and such demoted teacher has least seniority within departments or programs for which qualified, the teacher shall be placed on layoff and shall have the rights and obligations provided in Section 4 of this article; however, no qualified teacher shall be laid off if there is any other qualified teacher with less seniority in the same program or department.

Subd. 6. The rights of reinstatement or placement in an intermediate position provided in Subd. 3 and 4 of this section shall terminate 39 calendar months after the effective date of the demotion. Refusal of any offer of reinstatement or placement in an intermediate position shall result in immediate termination of such rights.

ARTICLE 16. DISCIPLINE

SECTION 1. Disciplinary actions will be taken by the Employer for just cause, and in a generally consistent manner. However, circumstances, work histories, and mitigating or aggravating factors may result in different actions for similar offenses.

SECTION 2. Discipline will usually be applied progressively for sequential offenses, using the following steps:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension without pay
- d. Discharge

Subd. 1. It is recognized and acknowledged by the parties that when an incident of a serious nature occurs, the Employer may move directly to the severest actions, including discharge.

Subd. 2. Discharge actions are governed by requirements of [M.S. §122A.41](#) for teachers.

SECTION 3. When disciplinary action above the level of oral reprimand, pursuant to this Article, is anticipated, or an investigation preceding possible disciplinary action is undertaken, a meeting will be scheduled by the supervising administrator to review the matter. The teacher shall be provided written or oral notice of such meeting, and shall be entitled to Union representation.

Subd. 1. If the Employer's intent is to suspend without pay, or to discharge an employee, the employee will, prior to implementation of such action, be provided an opportunity to meet with the supervisor who will make the final determination, and to present his/her position in the matter. The employee is entitled to have Union representation.

Subd. 2. It is recognized and acknowledged by the parties, however, that on some occasions, the offense is of such serious nature as to require immediate suspension of the employee, and in such instances, any review meeting will follow that action. This may be a non-disciplinary suspension with pay, pending further investigation.

SECTION 4. All Disciplinary actions, except for oral reprimand, are subject to review through the grievance procedure of the Labor Agreement. The discharge of a teacher covered under the Tenure Law will be governed under the procedures of M.S. §122A.41

ARTICLE 16. DISCIPLINE (continued)

SECTION 5. An employee who is disciplined pursuant to this article shall be furnished with notice of such disciplinary action, and a copy shall be entered into the employee's personnel record in the Human Resource Department of the District. A copy of such notice shall also be provided to the Federation. Oral reprimands are excluded from the requirements of this section.

Subd. 1. The teacher has the right to submit a written response to such notice, which response will be incorporated into the teacher's personnel record in the Human Resource Department at the teacher's request.

Subd. 2. After a two-year period, the teacher may elect to request that the Human Resource Department review the notice document and consider its removal from the teacher's file. Determination regarding such removal shall be entirely at the discretion of the District, and the decision shall not be grievable.

ARTICLE 17. GRIEVANCE PROCEDURE

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

SECTION 2. DEFINITIONS

Subd. 1. A grievance is an allegation that there has been an explicit violation, misinterpretation or misapplication of the provisions of this Agreement.

Subd. 2. "Days" shall mean teacher duty days within the teacher's contract year. "Days" shall mean weekdays, exclusive of holidays, when outside the teacher's contract year.

Subd. 3. "Grievant" shall mean a teacher, or the Federation as the exclusive representative of all teachers.

Subd. 4. "B.M.S." shall mean the Bureau of Mediation Services of the State of Minnesota.

SECTION 3. GENERAL PROVISIONS

Subd. 1. Representation. The Federation is the exclusive representative of teachers under the provisions of the grievance procedure. A grievance appealed beyond the level of Step I must be approved and carried by the Federation.

The Board may be represented at all levels of these procedures by the person or agent designated by the Board to act on its behalf.

Subd. 2. Time Limits. The time limits set forth in this article may be extended by mutual consent of the parties, but if not extended, they shall be strictly observed.

Failure to file a grievance or appeal in writing within the stipulated time limits shall constitute a waiver of the grievance claim and the grievant shall relinquish the 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.

Subd. 3. Waiver of Steps. By mutual consent, the parties may waive any step in this procedure. If the event giving rise to the grievance occurred because of action of an administrator other than a principal or an immediate supervisor, the grievance process may commence at Level Three within twenty (20) days after the occurrence of the event leading to the grievance.

ARTICLE 17. GRIEVANCE PROCEDURE (continued)

Subd. 4. Processing the Grievance. The processing of all grievances shall be during the teachers' professional day and teachers shall not lose salary or benefits due to their necessary participation. However, to the extent practicable, these procedures shall not infringe on student contact time.

SECTION 4. RIGHTS OF THE PARTIES

Subd. 1. Stenographic Assistance. No recording device shall be utilized at Levels One, Two or Three of these procedures and no person or persons shall be present for the sole purpose of recording the discussion at these levels.

All parties shall have the right to stenographic assistance at their own expense at Level Four of these procedures. By mutual consent, the cost of a transcript or recording at these levels may be shared by those consenting.

SECTION 5. NO REPRISAL. The fact that a grievance is raised, regardless of its ultimate disposition, shall not be recorded in the teacher'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 a teacher be placed in jeopardy or be subject to reprisal for having followed these grievance procedures.

SECTION 6. FORFEITURE. The parties shall follow the procedures set forth herein with respect to any grievance which has formally arisen and shall not pursue another course of action to resolve grievances.

The breaching of this provision shall invoke the provisions of Section 3 against the breaching party in the same manner as though time limits had expired.

SECTION 7. ADJUSTMENT OF GRIEVANCES

Level One Before any written grievance is submitted, the teacher may meet informally with the principal or immediate supervisor in an attempt to resolve the grievance. The Federation building steward or other Federation representative may be present at such discussion.

Level Two If the grievance is not settled at Level One, the grievance shall be reduced to writing and shall include specific reference to that section of this Agreement allegedly violated. The written grievance shall be submitted by the Federation to the principal or immediate supervisor within 20 days after the occurrence of the incident giving rise to the grievance. The decision at this level shall be communicated in writing to the grievant within five (5) days after receipt of the grievance.

Level Three If the grievance is not resolved at Level Two, the grievance shall be submitted within seven (7) days after receipt of said decision to the Superintendent. Within seven (7) days after receipt of the grievance, the Superintendent shall meet with the grievant to attempt to resolve the dispute. The grievant shall be given at least two (2) days' notice of the meeting. Within seven (7) days after such meeting, the Superintendent shall communicate his decision in writing to the grievant.

Level Four Arbitration. If the grievance is not resolved at Level Three, arbitration of the dispute may be requested by the Federation and utilized subject to the following provisions:

- a) Request. The request to submit a grievance to arbitration shall be made in writing to Superintendent within ten (10) days after receipt of the Level Three decision.
- b) Selection of Arbitrator. Within ten (10) days after receipt of the request for arbitration, the Superintendent and the Federation shall meet to select an arbitrator. If agreement on an arbitrator is not reached at this meeting, the Federation may request a list or panel of arbitrators from B.M.S., provided such request is made within ten (10) days after the meeting. Within five (5) days after the receipt of the B.M.S. list, the Superintendent and the Federation shall meet for the final selection of the arbitrator which shall be made from the submitted B.M.S. list by the alternate striking of listed names until only one name remains, provided, however, that the parties may mutually agree on a different method of selecting an arbitrator from the B.M.S. list.

ARTICLE 17. GRIEVANCE PROCEDURE (continued)

SECTION 7. ADJUSTMENT OF GRIEVANCES, Level Four Arbitration (continued)

- c) **Hearing.** Upon appointment, the arbitrator shall schedule a hearing de novo at which the Superintendent and the Federation have the right to representation as they may choose and the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the grievance before the arbitrator. The arbitrator shall not be bound by formal rules of evidence. Not more than one grievance before the arbitrator shall be heard by the arbitrator at one time.
- d) **Jurisdiction.** The arbitrator shall have jurisdiction over disputes or disagreements 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 terms and conditions of employment contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the Board and of teachers.
- e) **Decision.** The decision by the arbitrator shall be requested to be rendered within 20 days after the close of the hearing. The arbitrator shall have the power to make appropriate awards and his decision shall be binding on the parties subject to the conditions and limitations in PELRA.
- f) **Expenses.** The Superintendent and the Federation shall share equally the fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring the expense, except that by mutual agreement, the parties may share any such expenses.

ARTICLE 18. DURATION

SECTION 1. TERM AND REOPENING NEGOTIATIONS. This Agreement shall remain in full force and effect for a period commencing July 1, 2017, through June 30, 2019, except as otherwise specified herein. If either party desires to modify or amend this Agreement commencing on July 1, 2017, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations prior to March 1 of the expiration year of this Agreement except by mutual agreement.

SECTION 2. EFFECT. This Agreement constitutes the full and complete Agreement between the Board and the Federation, as the exclusive representative of the teachers. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment which are inconsistent with these provisions.

SECTION 3. FINALITY. Any matters relating to the current contract term whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except as stated in this Agreement.

SECTION 4. SEVERABILITY. The Board, all teachers and all provisions of this Agreement are subject to the regulations and the directives of the State Board of Education and the laws, rules, regulations, and orders of state and federal governments and their agencies. Any provision of this Agreement found to be in violation of any such regulations, directives, laws, and orders shall not be applicable or performed or enforced, except to the extent permitted by law; all other provisions shall continue in effect, and the parties shall meet and negotiate for the purpose of agreeing to a substitute provision.

ARTICLE 18. DURATION (continued)

SECTION 5. MATTERS NOT COVERED. With regard to matters not covered by this Agreement which are terms and conditions of employment for teachers, the Board shall make no changes which are inconsistent with or in violation of any terms of this Agreement or provisions of PELRA.

SECTION 6. INTERPRETATION OF PROVISIONS OF AGREEMENT. As to matters regarding the interpretation of provisions of this Agreement which arise other than through the grievance procedure, the parties shall meet for the purpose of discussing and clarifying the original intent of the particular provision in question. Questions resolved through this procedure shall not be resubmitted through the grievance procedure.

SECTION 7. EXPERIMENTAL PROGRAMS. The parties agree that the contract may be amended to allow unique and innovative programs and provides the flexibility with which to try new methods to improve student achievement. Special grants and experimental programs will normally conform to the terms of the teacher labor agreement governing compensation, benefits and other working conditions. Exceptions may be allowed in specific instances with agreement from both Federation and the District. When it is determined that an exception to the terms of the labor agreement is warranted, the District and Federation will grant waivers as necessary that are specific to the program or circumstance and will not modify the remaining provisions of this agreement. Requests for waivers should be submitted to the District and the Federation during the grant writing process and prior to the final submission of the grant.

ARTICLE 19. MANDATED AND VOLUNTARY SCHOOL REDESIGN IMPACTING THE TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 1. INTRODUCTION.

Subd. 1. The District and the Federation agree that one of the approaches to achieving the mutual goal of ensuring success for all students is to work together to redesign schools or implementing innovative school reforms involving specific provisions governed by the Collective Bargaining Agreement. Both parties recognize that District [Policy 101.00 \(Racial Equity\)](#) obligates the District and Federation to agree to initiatives aimed at raising achievement for all students while closing gaps among different groups of students and eliminating the racial predictability of disparate academic outcomes.

Schools subject to the provisions of this Article must be able to choose their own staffs, develop new cultures of successful performance and learning, redesign work rules, modify the length of the instructional day and year, modify scheduling, improve instruction programs and pedagogy, and recognize teacher and leader effectiveness in accordance with state and federal guidelines and statutes. This article will be used where applicable when a school redesign is required by the Board or by state and federal guidelines.

Subd. 2. For the purposes of implementing this article, any school identified by the District under subdivisions 5 and 6 is referenced as a "Redesigned School" regardless of other terminology used by the district, state or federal government to identify these schools.

Subd. 3. Redesigned Schools shall remain within the District and employees shall maintain their representation by the Saint Paul Federation of **Educators**.

Subd. 4. It is the intent of the parties that teachers and administrators in these schools will work collaboratively to create effective learning environments for students in accordance with District Policy 101.00 (Racial Equity). Teachers, other school staff and parents shall have a voice in designing programs and determining work rules that are likely to be successful in such schools.

Subd. 5. Schools required to initiate a comprehensive redesign under the Elementary and Secondary Education Act (ESEA) or applicable Minnesota State Law or Rule begin the process of redesign as directed by the Minnesota Department of Education or the United States Department of Education.

ARTICLE 19. MANDATED AND VOLUNTARY SCHOOL REDESIGN IMPACTING THE TERMS AND CONDITIONS OF EMPLOYMENT (continued)

SECTION 1. INTRODUCTION. (continued)

Subd. 6. To promote collaborative and innovative school redesigns aimed at significantly improving student achievement and closing achievement gaps and eliminating the racial predictability of disparate academic outcomes, the District will review redesign plans offered jointly by the principal, school leadership team, and a supermajority of teachers in a building. For the purposes of this Article, a supermajority constitutes agreement by at least (75) percent of all licensed teachers assigned to a school at least .5 FTE and assigned to the building at the start of the school year. Plans proposed under this subdivision must be comparable to plans required under other subdivisions of this Article. The District and Federation will discuss the processes necessary to implement this subdivision at a meeting of the Professional Issues Committee. School teams submitting redesign plans under this subdivision and approved for continued planning by a majority vote of the Professional Issues Committee shall be recommended for a one-time \$100,000 planning grant from the district to assist the site in preparing for the school redesign. Recommendations for such grants shall be submitted to the Superintendent no later than February 1 of the fiscal year prior to the implementation of redesign planning. Decisions regarding approval of planning grants shall occur no later than May 15 of the fiscal year prior to the implementation of redesign planning.

Subd. 7. Nothing within this Article restricts the Superintendent or Board of Education from voluntarily identifying any school as a Redesign School.

Subd. 8. In the event both parties agree that a change in federal or state law requires reconsideration of this subdivision, the parties are free to re-open negotiations on this subdivision alone. This subdivision shall remain in force until superseded by a new agreement on the requirements that must be met for a school to begin the process of restructuring.

SECTION 2. STATUS OF TEACHERS WHO WORK IN REDESIGNED SCHOOLS.

Subd. 1. All teachers who elect and are selected to work in Redesigned Schools shall maintain their full status as members of the Saint Paul Federation of **Educators** teacher bargaining unit and as employees of the Saint Paul Public Schools.

Subd. 2. Teachers shall continue to receive the compensation set forth in this Agreement as well as all benefits called for in this Agreement and in Minnesota State Law (e.g. pension benefits), subject to possible adjustment as described below in [Section 4](#) of this article.

Subd. 3. Teachers shall continue to be subject to the rights, protections, obligations and duties applicable to licensed staff under Minnesota State Law.

Subd. 4. Teachers shall maintain and continue to accrue seniority as teachers within the District.

Subd. 5. Teachers at Redesigned Schools shall be subject to overall District nonrenewal and layoff provisions of this Agreement and as defined in state law.

SECTION 3. ASSIGNMENT AND TRANSFER.

Subd. 1. Teachers shall work in Redesigned Schools on a voluntary basis. When a school is designated as a Redesigned School and an approved Election to Work Agreement is in place, existing teaching staff will be invited to apply to remain in the school. The principal of the school and/or Superintendent shall have the authority to determine which teacher applicants will be accepted. The application and selection process will be clearly communicated in the Election to Work Agreement developed and approved under [Section 5](#) of this Article.

Subd. 2. Teachers who request a transfer out of a Redesigned School shall be allowed to utilize the interview and selection process/placement process as defined in the labor agreement.

ARTICLE 19. MANDATED AND VOLUNTARY SCHOOL REDESIGN IMPACTING THE TERMS AND CONDITIONS OF EMPLOYMENT (continued)

SECTION 3. ASSIGNMENT AND TRANSFER. (continued)

No teacher on an Improvement Plan may transfer into or out of a Redesigned School except with permission of the Superintendent.

Upon transfer to another school, the teacher's compensation will revert to the compensation paid at a regular school or to whatever compensation is in place at the teacher's new school in the event that the transfer is to another Redesigned School.

Subd. 3. Teachers at a school to be redesigned who are not selected to staff the Redesigned School shall be transferred to another District teaching position through the interview and selection process/placement process as defined in the labor agreement.

SECTION 4. WORKING CONDITIONS IN REDESIGNED SCHOOLS.

Subd. 1. All provisions of this Agreement shall apply at Redesigned Schools and shall remain in full force and effect with the exception of the following provisions of this Agreement, which may be modified, through the process described below:

- a. Article 9, Section 4: Additional Daily Teaching Assignments
- b. Article 14, Section 1: Teachers' Basic Contract Year and Teachers' Day (School Calendar)
- c. Article 14 Section 2, Subd. 1: Teachers' Basic Contract Year and Teachers' Day (Basic Contract Year)
- d. Article 14, Section 3: Teachers' Basic Contract Year and Teachers' Day (Length of Teachers' Day)
- e. Appendix A (Salary Schedule), provided that:
 - i. No teacher's compensation shall be below what is provided for in the labor agreement due to assignment to a Redesigned School
 - ii. Compensation enhancements may be offered.

Subd. 2. If teachers in Redesigned Schools are contracted to work additional hours or days, the District may make the signing of a Waiver of Tenure for that additional duty time a condition of being assigned to a position at a Redesigned School

Subd. 3. Any dispute over the enforcement of a modification to one of the provisions listed in subdivision 1, above, made for a Redesigned School shall be subject to the Grievance Procedures as outlined in Article 17 of this Agreement.

Subd. 4. The provisions of this article on Redesigned Schools are not intended to narrow or expand the rights of the District, the Federation or teachers except as specifically set forth in this section.

SECTION 5. PROCESS FOR CREATION AND APPROVAL OF REDESIGNED SCHOOLS

Subd. 1. Prior to electing to work at a Redesigned School, teachers shall be informed of plans for the school, including relevant information about working conditions and compensation. Teachers who wish to remain at a Redesigned School shall apply to remain by signing an Election to Work Agreement that sets forth the working conditions at their school and, if necessary, a Waiver of Tenure Agreement or some combination thereof. The Election to Work Agreement shall include the following information:

ARTICLE 19. MANDATED AND VOLUNTARY SCHOOL REDESIGN IMPACTING THE TERMS AND CONDITIONS OF EMPLOYMENT (continued)

SECTION 5. PROCESS FOR CREATION AND APPROVAL OF REDESIGNED SCHOOLS (continued)

- a) The vision and expected instructional program of the school including curriculum/learning model, professional development, methods for professional collaboration, type of family/parent engagement or standardized and/or curricular assessments to be used in the school
- b) The hours of instruction and length of school day as well as the expected degree of flexibility that will be required of staff
- c) The length of the school year and the school calendar
- d) The expected length of time teachers may be required to be present in the school outside the school's instructional day
- e) Any additional compensation program that will apply to the particular Redesigned School that is different from the standard compensation schedule

Subd. 2. The Election to Work Agreement shall clearly state that teachers should expect year-to-year or even intra-year flexibility in aspects of their duties and program not covered by the Agreement, including but not limited to timing/scheduling of faculty meetings to respond to school conditions and/or the scheduling or manner of professional and staff development.

Subd. 3. Notwithstanding the provisions of this section, Redesigned Schools shall, at a minimum, provide at least the number of student instructional days and the amount of instructional minutes as other District schools.

Subd. 4. The Parties agree that the initial Election to Work Agreement shall be drafted through a collaborative process. This process shall begin no later than the day after the December Board of Education meeting of the school year prior to the school implementing a plan as a Redesigned School. Under [SECTION 1](#), subdivision 5 and 7, the District shall create and present a final version of the Election to Work Agreement to affected staff as soon as possible but no later than February 15th of the school year prior to the school opening as a Redesigned School. In instances where a plan to redesign a school is offered collaboratively under SECTION 1, subdivision 6, the proposed Election to Work Agreement will be drafted by site and supported jointly by the District and Federation in order to be finalized by February 15 of the school year prior to the school opening as a Redesigned School. The District and Federation must mutually agree to the terms of the Election to Work Agreement. In the event that an Election to Work Agreement is not reached, other terms and conditions of the labor agreement remain in force.

Subd. 5. Modifications to the Election to Work Agreement made in subsequent years will necessitate staff to sign a new Election to Work Agreement. The creation of subsequent Election to Work Agreements shall follow the procedure in subdivision 4 above.

SECTION 6. COLLABORATIVE REVIEW.

Redesigned Schools shall be evaluated on an annual basis through examination of student achievement data including, but not limited to, overall proficiency attainment disaggregated by race and other categories, student growth and achievement gap reduction and other appropriate measures of school success. This review shall be performed by a joint committee comprised of equal numbers of members of the District and the Federation. This committee will also review Redesigned School practices, procedures, staffing and school leadership to identify practices and approaches that should be duplicated or avoided. This committee shall present a report to the Superintendent and to the Federation's Executive Board no later than November 15 of each school year following a year in which a school operated under an Election to Work Agreement.

ARTICLE 20. TEACHING AND LEARNING FOR CAREER EDUCATORS

The Saint Paul Federation of **Educators** and Saint Paul Public Schools support the professional growth of teachers. The underlying belief of SPFE and SPPS are that:

- Quality professional development and assessment, aligned with state, district and school goals, enhance teacher effectiveness, build confidence, and increase student learning
- Collegial collaboration and ongoing support from peers and administrators are vital to teacher effectiveness, morale, and our profession
- Adequate time and resources are necessary
- A system that supports excellence in teaching will strengthen the district's capacity to attract, develop, and retain high quality professionals in Saint Paul Public Schools
- Effective decision-making in education arises from the classroom and from educators' professional practice.

No provision of this Article shall diminish the managerial right of any licensed administrator to observe and/or evaluate any teacher performing her/his contractual duties at any time nor shall it diminish the District's right to take action that management deems necessary regarding discipline, discharge, or nonrenewal of a teacher.

SECTION 1. Effective Standards for Teaching and Learning

Subd. 1. The Standards of Effective Teaching. The Standards of Effective Teaching were developed to provide a framework for meaningful discussion and assessment of teaching practice. They are primarily derived from Charlotte Danielson's *Enhancing Professional Practice: A Framework for Teaching* and serve as the foundation for all aspects of this memorandum of agreement, including observation and evaluation of teachers. The Standards will be reviewed by the PAR Board every even-starting school year and presented to the Board of Education and the Saint Paul Federation of **Educators**. The Standards of Effective Teaching and standards for all other professional license areas are available online at: http://hr.spps.org/Performance_Evaluation_Forms.html The PAR Board will be charged with revising the performance evaluation system to be in line with the legislated mandates enacted by the state of Minnesota during the 2011 legislative session.

Subd. 2. Assessment Systems for Teachers. Licensed administrators will use the Standards of Effective Teaching to periodically observe and assess tenured staff. Probationary teachers will have at least three (3) formal observations and evaluations during **each year of their probationary period in accordance with Minnesota State Statute 122.40**. Additional observations and evaluations will be provided as deemed necessary by the supervising administrator. A licensed administrator will complete these observations, post-observation conferences and summary evaluations. The principal will make a recommendation to renew or non-renew a probationary teacher's contract and the principal will convey this decision to the teacher by May 15. Probationary teachers will receive assistance from the Peer Assistance and Review program.

Subd. 3. Teacher Assistance Program.

Teachers experiencing serious instructional difficulties may be placed on an Improvement Plan in accordance with the following process. However, at the discretion of the teacher, the Peer Assistance and Review program may be used in addition to the Improvement Plan process described below. In a case where the teacher chooses to participate in the Peer Assistance and Review program the principal will carry out the steps of the Improvement Plan process outlined below but the teacher may choose not to attend the post observation conference with the principal mentioned in item 4, below. The choice of the teacher to participate in the Peer Assistance and Review program must be communicated, in writing, to the principal within five (5) school days of the meeting mentioned in item 2, below. Nothing in this section shall prevent principals from observing and evaluating teachers or prevent the District from exercising its authority to discharge a teacher for inefficiency in teaching pursuant to Minn. Stat. 122A.41. The purpose of using the Teacher Assistance Program in addition to the Peer Assistance and Review program is to allow the teacher to identify an additional method of support that will allow them to address identified instructional difficulties. The assigned PAR consulting teacher may attend any post observation conference at the request of the teacher.

ARTICLE 20. TEACHING AND LEARNING FOR CAREER EDUCATORS (continued)

SECTION 1. Effective Standards for Teaching and Learning (continued)

Subd. 3. Teacher Assistance Program. (continued)

- 1) If a principal has concerns about a tenured teacher's instructional job performance, she/he will conduct a classroom observation and evaluation using the Standards of Effective Teaching.
- 2) The principal will meet with the teacher to discuss the evaluation and point out areas in which the teacher is not meeting standard. If the teacher's overall job performance is below standard, the principal and teacher will develop a written plan, entitled "Level One Improvement Plan." This plan will specify what the teacher is expected to do by what dates. This plan will also identify resources (mentors, classes, feedback, modeling, Employee Assistance, etc.) to help the teacher improve job performance. The teacher has the right to union representation at this meeting.
- 3) On or about the time specified in the above plan, the principal will conduct a second evaluation using the Standards of Effective Teaching. If the teacher's overall job performance continues to be below standard, a Level Two Improvement Plan will be developed.
- 4) The principal will draft a Level Two Improvement Plan and set a meeting with the teacher. The teacher has the right to union representation at this meeting. The purpose of the meeting is to finalize the Level Two Improvement Plan. If the teacher is participating in the Peer Assistance and Review program, the teacher may choose not to attend this post observation conference.
- 5) The Level Two Improvement Plan may utilize many of the same resources, but will be notification to the teacher that job performance must improve if the teacher is to retain employment with the District. A copy of the Level Two Improvement Plan will be sent to the principal's supervisor and the teacher's personnel file.
- 6) On or about the date specified in the Level Two Improvement Plan, the principal will conduct a third evaluation, based on the Standards of Effective Teaching. The principal will make a recommendation to the principal's supervisor based on this evaluation.
- 7) The principal's supervisor will review the data pertaining to the recommendation, and will then make a recommendation to the Superintendent to support or reject the principal's recommendation.

"Below Standard"

A teacher's overall performance must Meet or Exceed Standards as of June 1 or risk losing a step advancement or longevity stipend. The principal must also be "on track" in providing support and monitoring the improvement plan. "On track" means following the actions and adhering to the timelines outlined in the improvement plan. A teacher whose overall performance is designated as Below Standards by June 1 will not receive a step advancement or longevity stipend. If the principal is not on track, a step increment or longevity stipend cannot be withheld. If the teacher's employment continues and her/his overall performance evaluation designates that she/he has improved overall performance and Meets or Exceeds Standards within the following school year, she/he will receive the step or longevity stipend retroactive to the beginning of the school year. Placement on an improvement plan is not grievable; however, a teacher may appeal the components or timelines of an improvement plan to his/her principal's supervisor. If a step advancement or longevity stipend is withheld beyond twelve months, the employee may utilize the grievance procedure to seek reinstatement of the step.

Subd. 4. New Teacher Orientation. New probationary teachers are required to attend a new teacher orientation program, receive mentoring assistance and complete coursework during their probationary period as required by the District. Stipends, release time, or in-service credits will be provided for all training days.

ARTICLE 20. TEACHING AND LEARNING FOR CAREER EDUCATORS (continued)

SECTION 2. Advancing Teaching and Learning

Subd. 1. Advisory Staff Development Committee (ASDC).

- 1.1 In accordance with [M.S. 122A.60](#) the Board of Education will establish a 15-member ASDC. Membership on the ASDC will include the president of the Saint Paul Federation of **Educators** or designee, the district administrator responsible for professional development, six (6) teachers representing various grade levels, content areas, MLL, and special education, to be appointed by the President of the Federation, four (4) non-teaching staff and administrators to be appointed by the Superintendent, and three (3) parents to be appointed by mutual consent of the President of the Federation and Superintendent. In the event the parties are unable reach agreement on one or more of the parent appointees, the President of the Federation shall appoint two (2) of the parents and the Superintendent shall appoint one (1) of the parents.
- 1.2 Members of the ASDC will serve two-year terms. The ASDC will be co-chaired by one SPFE member and one district administrator. The ASDC will maintain minutes, establish necessary operating procedures and establish subcommittees as needed.
- 1.3 The ASDC will develop the district staff development plan, assist site staff development committees, and evaluate professional development efforts at sites. The district professional development plan will focus on improving student learning, be consistent with district outcomes and state statutes, focus on best practices, and continuous improvement toward achieving goals (listed in M.S. 122A.60). In determining district-wide professional development offerings, the District will seek input from the ASDC.

Subd. 2. Peer Assistance and Review (PAR) Board.

- 2.1 The PAR **Board** shall have 14 members. The Federation selects seven (7), which includes the president and her/his designees representing various license areas and specialties. The District Administration selects seven (**7**), representing various departments, such as superintendency, principals, ELL, special education, professional development, and human resources.
- 2.2 The PAR board will be co-chaired by one **SPFE** member and one district administrator.
- 2.3 A quorum shall require the presence of 10 members of the Board, if one is called for.
- 2.4 The PAR Board will develop, review and revise PAR program procedures and documents, including job descriptions, and performance review procedures for PAR lead and PAR educator positions. A sub-committee of PAR Board members, representing both the District and SPFE, will participate in PAR educator and PAR lead interviews and make recommendations to the district administrator supervising the PAR program. Discussions at the PAR Board will be kept confidential out of respect for the sensitive personnel matters discussed. **The PAR Program, Book will be reviewed annually and all changes** recommended by the PAR Board will be approved by the Superintendent.

Subd. 3. Peer Assistance and Review for Probationary Teachers.

- 3.1 **Prior to the start of the school year the PAR lead in conjunction with the district administrator supervising the PAR program will determine appropriate assignments of PAR Educators.**
- 3.2 Any principal recommendation for non-renewal of a teacher, who was previously recommended for renewal by the PAR Board, must be followed by an observation of the teacher in question by the Assistant Superintendent. If the Assistant Superintendent concurs with the principal's recommendation for non-renewal, this recommendation will be presented to the PAR Board, for review only, prior to any recommendation by the Superintendent to the Board. Nothing in this paragraph is intended to grant the PAR Board the power to overturn this recommendation or to limit the Superintendent's or the Board's statutory authority to determine whether a probationary teacher shall be non-renewed.

ARTICLE 20. TEACHING AND LEARNING FOR CAREER EDUCATORS (continued)

SECTION 2. Advancing Teaching and Learning(continued)

Subd. 4. Peer Assistance and Review for Tenured Teachers

- 4.1 Tenured teachers professional growth will include opportunities through, but not limited to, peer assistance and review as designed by the PAR Board, the district professional development advisory committee, the site staff development committee, the individual's supervisor, and individual teacher direction.

Subd. 5 Achievement of Tenure. Teachers shall be governed by the achievement of tenure program. The achievement of tenure program shall allow teachers to add new skill areas during probation. First year teachers in secondary schools will be assigned no more than three (3) different courses to teach during any grading period. This language does not apply to schools funded under ALC, special education, other alternative settings or secondary schools with enrollment under 100 students per grade level. No first year teacher shall be assigned to teach from a cart. Probationary teachers in the year they work with a **educator** will be paid the Professional Development rate in Appendix D for at least one (1) hour of induction time per week to take place before or after the regular school day. In addition, probationary teachers can utilize one (1) hour per week of job embedded professional development time for induction activities. Probationary teachers who do not receive job embedded professional development time shall be paid at the Loss of Preparation Time rate in APPENDIX D for at least one (1) hour of induction time per week to take place before or after the regular school day. Induction activities shall include work with a PAR **educator**, lesson planning, and other work necessary to orient the teacher and allow the teacher to develop skills.

SECTION 3. Peer Assistance and Review Program Development

- 3.1 The **continued** implementation of PAR will be funded by the Saint Paul Public Schools.

SECTION 4. Peer Assistance and Review **Educators**

- 4.1 **Prior to the start of each school year**, PAR **educators** shall be identified and trained, although not necessarily released from normal classroom duties full-time. Probationary and tenured teachers in the PAR program shall have access to a **PAR educator** in their license area upon **availability**.
- 4.2 PAR **educators** shall be appointed by the **Superintendent** upon recommendation of the **district administrator supervising the PAR program**. PAR **educator** positions are intended to give teacher leadership opportunities to classroom teachers, they are not intended to prepare teachers to be administrators. A PAR **educator** shall be appointed for no more than **four (4)** consecutive school years. However, PAR **educators** who are not released full-time or are available "on-call" shall not be limited to **four (4)** years in that role. At the conclusion of a teacher's appointment as a PAR **educator**, that teacher shall have a right to return to a position in the teacher's license area at the teacher's school of origin except that a PAR **educator** may not displace a more senior teacher at the school of origin. A PAR **educator** who wishes to return to their school of origin must notify the principal of that building no later than February 1 of the year prior to return.
- 4.3 PAR **educators** who are employed full-time in classroom teaching positions and assigned to work with probationary or tenured teachers shall receive loss-of-prep pay for any full day of PAR work in addition to their normal daily rate of pay. Such pay shall be limited to a maximum of 5 days per year for each PAR **educator** unless otherwise determined by the PAR Board. PAR duties performed outside the normal duty day or school year shall be paid at the teacher's pro rata hourly rate.
- 4.4 PAR **educators** will have no more than 15 teachers assigned to them at any time during the school year unless the PAR Consultant agrees to a higher case load with the **notification** of the PAR Board.
- 4.5 Probationary teachers who are not assigned a PAR Consultant during their first year, shall be assigned a mentor and receive regular administrative evaluations during their first year **as required by the state**.

ARTICLE 20. TEACHING AND LEARNING FOR CAREER EDUCATORS (continued)

SECTION 4. Peer Assistance and Review **Educators** (continued)

- 4.6 Teachers seeking leadership positions within the teacher bargaining unit must have received a **summative** evaluation of their instructional practice within the last **3 years prior to appointment to a leadership position at a level of proficient or greater**. Leadership positions include, but are not limited to, the following positions: academic coach, **educator**, student teacher host, administrative intern.
- 4.7 Teachers seeking support to explore or seek National Board Certification **may request** support from a PAR **educator** at the teacher's discretion and subject to the availability of the PAR **educators**.
- 4.8 Teachers assigned to a different license area, different grade level or experiencing any other significant change in duties **may request** support from a PAR **educator subject to the availability of PAR educators**.
- 4.9 Any other teacher for any reason, **may request PAR support**, subject to the availability of PAR **educators**.

SECTION 5. TEACHER DEVELOPMENT AND EVALUATION

At the start of each school year per the TD&E Timeline, building principals or supervising administrators will create a schedule of evaluations that includes probationary and tenured staff who are on the summative phase of their TD&E cycle for the year. The schedule will be shared by the end of the second week of school. The schedule will give a two week window of time that the evaluation will occur. If a situation occurs where the schedule must be changed, the building principal or supervising administrator will reschedule with notification after consultation with the affected educator. These evaluations should not take place during September or after May 15.

ARTICLE 21. NOTIFICATION OF VIOLENT STUDENT BEHAVIOR

The District will comply with all applicable laws and regulations relating to the [notification](#) of staff about violent student behavior.

ARTICLE 22. CELLULAR PHONES

Teachers in the Birth to Three program that interact with students or their families off of school property as a regular part of their duties shall be provided a cellular telephone for use, at no cost to the teacher, in emergency situations and for other legitimate professional needs. Cellular phones provided should have the capability to send and receive text messages and to access district mandated calendar or scheduling technology. Other teachers who interact with students or their families off of school property as a regular part of their duties may request a district cellular telephone. Such request shall be granted at the discretion of the school/program administrator. Participation in regular classroom field trips or the voluntary teacher home visit program do not, by themselves, entitle a teacher to a district cellular telephone.

ARTICLE 23. PARENT AND FAMILY ENGAGEMENT

SECTION 1. HOME VISIT PROJECT

Parent/Teacher Home Visits (PTHV) was developed by parents in Sacramento, CA where it has been successfully implemented since 1998 and brought to Saint Paul by SPFE in 2010. The goals of Parent/Teacher Home Visits are to build a stronger partnership between teachers and parents, to promote Saint Paul Public Schools, and to work with parents to eliminate racial predictability of student outcomes. Parent/Teacher Home Visits operates on a model where parents are seen as an asset to the educational process. By meeting parents in an area of their comfort, teachers have more success in working with them in partnership around academics.

ARTICLE 23. PARENT AND FAMILY ENGAGEMENT
SECTION 1. HOME VISIT PROJECT(CONTINUED)

Subd. 1. Teacher participation in Parent/Teacher Home Visits requires the following commitments:

1. Attendance at four (4) hour Parent/Teacher Home Visit training;
2. For the first year a teacher participates: completing at least one (1) visit with a minimum of 3 families;
3. For all additional years a teacher participates: completing at least one (1) visit with a minimum of 8 families;
4. Attendance at fall and spring debrief session;
5. Document visits on project visit tracker;
6. An agreement to conduct visits that follow the model outlined in the training:
 - voluntary for teachers and parents
 - conducted in pairs
 - not solely targeting a particular group of students
 - relation-based, focused on the hopes and dreams of the family
7. The District shall meet with the project's local training/leadership team at the team's December and June meetings for the purpose of evaluation and leveraging home visiting work to promote common SPPS/SPFE parent engagement goals.

Subd. 2. Compensation. Teachers who participate in Parent/Teacher Home Visits shall be paid an additional \$50 stipend for each home visit conducted by the teacher. Payment of the stipends shall be made after the fall and spring debrief sessions.

The total amount of payments shall not exceed \$175,000 during each school year. In addition, no one teacher in grades pre k- 4 can earn in excess of \$2,500 during each school year. No one teacher in grades 5-12 can earn in excess of \$3,000 during each school year.

SECTION 2. ACADEMIC PARENT-TEACHER TEAMS

The parties will continue to support Academic Parent-Teacher Teams at schools that choose to participate, subject to the annual availability of District allocated funds.

The Academic Parent-Teacher Team (APTT) is based on a model developed by the Creighton School District in Arizona. This model replaces the two traditional parent-teacher conferences with three group conferences throughout the year and one individual conference. During the group conferences, where teachers meet at one time with all the families in their classroom, each family is provided with data showing their child's performance indicators as well as the data for the class as a whole. Teachers then provide an in-depth coaching session on how to interpret the data in the context of overall classroom performance, school goals and state standards. Families are provided with strategies and tools to help support learning at home. Families then practice the strategies with their child's teacher's guidance. Together, with the teacher's support, each family sets specific **academic goals for their child and makes a plan for how they will achieve them.**

ARTICLE 23. PARENT AND FAMILY ENGAGEMENT (continued)

SECTION 2. ACADEMIC PARENT-TEACHER TEAMS (continued)

APTT, especially when combined with a home visit, has been shown to raise achievement, lower disciplinary referrals and suspensions, and increase family involvement.

Staff wishing to implement APTT in their classroom will give notice to their building principal and the district APTT coordinator prior to May 1 of the school year prior to implementation. Such notice shall include: information about the APTT program, the supports available from the district, and the support needed from the school. The following changes will take place where APTT implementation is occurring:

1.1 An APTT Champion will be selected by the APTT Committee consisting of: the APTT coordinator; an SPFE representative; and a representative from the office of Family Engagement and Community Partnerships, **in consultation with the school principal**. The Champion will receive a stipend of **\$2,500** for the year that teacher serves as Champion. The Champion shall work with the building Principal and APTT Coordinator to identify resources needed to implement the APTT model. A job description of the Champion position and responsibilities will be maintained by the APTT Coordinator subject to approval by the APTT Committee. In order to receive the stipend, Champions must complete the responsibilities outlined in the Champion job description. The APTT Committee will solicit and seek to incorporate the input of the APTT Champions.

1.2 The District will continue to provide one **.75** APTT Coordinator position to coordinate implementation for the teachers implementing APTT. Both parties agree that PIC will be used to continue to assess additional supports needed before the end of this contract period.

1.3 Training for APTT will be held during the summer **and fall**. Participants will be paid according to the Professional Development pay rate in Appendix D.

1.4 The schedule for the following school year will be altered to allow for the APTT classroom conferences. These conferences will be scheduled using the parent teacher conference hours referenced in ARTICLE 14, SECTION 3, Subd. 2. Scheduling will be done based on the expected needs of the families at that school, child care and interpreter services where applicable and other considerations identified by the staff at the school. At least three (3) 75 minute APTT conferences plus one individual parent conference of at least twenty (20) minutes shall be scheduled.

1.5 The APTT Coordinator will work with the Office of Family Engagement and Community Partnerships to coordinate the needed logistical supports for APTT conferences (translations, interpreters, child care, materials, etc.). The cost of logistics and implementation (translations, interpreters, and child care) of the APTT model will be covered by the District's budget.

1.6 Due to the additional responsibilities that come with implementing APTT, teachers will receive a **\$200** stipend for each APTT group conference and follow up debrief session that they complete. They will also be released from all conference meeting requirements for traditional spring conferences (two conference evenings and one conference day at the elementary level).

ARTICLE 23. PARENT AND FAMILY ENGAGEMENT (continued)
SECTION 2. ACADEMIC PARENT-TEACHER TEAMS (continued)

1.7 The District will meet with the APTT Coordinator, Champions, and training team at least once annually to evaluate the success of the APTT project including feedback on family involvement, family satisfaction, family concerns and collaborate on communication and outreach strategies.

Subd 2. OTHER CONFERENCE MODELS

Teachers, including secondary, may present other models for academic conferences and parent engagement at the January, February or March Professional Issues Committee (PIC) meeting. Funding to support any new programming must be included in the defined annual budget dedicated to support our engagement projects. Such alternative models may be implemented for the following school year when mutually agreed to by the District and the Federation.

To accomplish this, the District proposes that the annual budget for our joint family engagement projects (e.g. PTHV, APTT) be divided in the following manner in each school year:

- Parent/Teacher Home Visits – annual budget of \$175,000
- Academic Parent Teacher Teams – annual budget of \$161,000

In the event that either of the engagement projects have a projected/actual budget balance, flexibility will be allowed to share resources across projects within the same fiscal year. This decision will be made in coordination with the APTT Coordinator and the Director of the Office of Family Engagement and Community Partnerships, and the PTHV training team during the December meeting required under Article 23, Section 1, subd 1.

ARTICLE 24. ROOM ASSIGNMENTS AND MOVING

SECTION 1. CARTS AND PORTABLES

Subd. 1. District administration will work with school principals to establish a schedule that provides for the rotation of the use of carts and portable classrooms by teachers. The use of a cart or portable by a teacher shall be limited to no more than two (2) consecutive years. However, it is recognized that exigent circumstances may arise where a teacher may be assigned a cart or a portable classroom for more than two (2) years, or where a teacher volunteers. Rotations for cart assignments may be developed to deal with such circumstances and shall be permitted when mutually agreed to by both the federation steward and principal at the school. This language does not apply to teachers during portions of their day where they are co-teaching as part of a collaboration model. No first year teacher shall be assigned to teach from a cart.

Subd. 2. No science teacher shall be assigned to a cart except in exigent circumstances. However, rooms may be designated as science rooms and shared among science teachers. Adequate storage and workspace must be provided when classrooms are shared. Subdivision 2 is not grievable beyond Level 3 of the grievance procedure.

Subd. 3. EL teachers shall be included in the rotation of the use of carts and portables. When designating space to secondary EL teachers, content area and class size shall be taken into consideration, so there is adequate space and equipment for teaching, and will be in line with building practices of space assignment for general education teachers of content areas.

SECTION 2. MOVING

Subd. 1. When a teacher is required to move out of a classroom due to building relocation or as a result of a District mandated reorganization, the need for the move will be communicated by the principal to the teacher no later than May 15.

ARTICLE 24. ROOM ASSIGNMENTS AND MOVING (continued)
SECTION 2. MOVING (continued)

Subd. 2. The principal will provide time during the teacher's on-site duty day for packing and unpacking. To ensure adequate time is provided to teachers, principals shall: excuse teachers from before and after-school meetings, excuse teachers from participation in PLCs, excuse teachers from professional development days, or take other steps necessary to allow the teacher to pack or un-pack classroom items.

Subd. 3. Boxes and packing supplies will be provided by the District. Arrangements will be made by the District to move boxed items into storage and into the teacher's new classroom when assigned.

ARTICLE 25. JOINT LABOR MANAGEMENT COLLABORATION MEETINGS

SECTION 1. PROFESSIONAL ISSUES COMMITTEE

The Board of Education of ISD No. 625 and the St. Paul Federation of Educators, Local 28 (Federation), exclusive representative of teachers in the Saint Paul Public Schools (District), with this statement express their continuing mutual desire to foster clear and regular communication regarding matters of professional concern to teachers, administrators, the Federation, and the School Board.

The District and the Federation shall continue a Professional Issues Committee meetings to review, discuss and recommend improved District policies, programs and procedures. There will be individualized Professional Issues Committees meetings specifically for each group including Teachers, Special Education Teachers, and English Language Learners Teachers (ELL). The regular participants in such discussions are three members appointed by the Superintendent, the Federation president, Federation Organizer, and three others appointed by the Federation. The committee is co-chaired by a member selected by the Superintendent and the president of the Federation. The Superintendent will participate on the committee if requested by either the District or the Federation. Both parties are committed to participating in annual labor management training for appointed members.

The Professional Issues Committee will review all issues brought forward through a lens of racial equity. This approach will guide decision-making and ensure that the Committee's deliberations include multiple perspectives, isolates race and identifies and interrupts practices that contribute to racially predictable and disproportionate student outcomes.

As a general practice, the following Professional Issues Committees meeting guidelines will be in place. These meetings will be held at the Saint Paul Federation of Educators offices, unless both parties agree to an alternative location.

Teachers: Once each month during the school year, on the first Thursday of the month from 5:00 PM to 7:00 PM.

Special Education Teachers: Once each month during the school year, on the third Thursday of the month from 5:00 PM to 7:00 PM.

English Language Learners (ELL): On the third Thursday of the months of October, December, February, and April from 5:00 PM to 7:00 PM. The agenda for the April meeting will include a review of the staffing formula for the following school year.

ARTICLE 25. JOINT LABOR MANAGEMENT COLLABORATION MEETINGS (continued)
SECTION 1. PROFESSIONAL ISSUES COMMITTEE(continued)

More or fewer meetings may be scheduled at the discretion of the team and the date, time and location of meetings may be changed if the parties so agree. One meeting per year will be an all-day meeting. This meeting will take the place of the regular evening meeting for that month. The month for this all-day meeting will be set by mutual agreement. The August meeting will be held in the afternoon on the Friday of opening week. This meeting may take the place of the September meeting if the parties so agree. Either the Superintendent or the president may call a special meeting of the committee to deal with a specific issue on the basis of urgent need. The Federation and District bargaining teams may charge the Professional Issues Committee to continue to explore professional issues generated during the negotiation process. The Professional Issues Committee is required to report annually their work to the Saint Paul Public Schools' Board of Education and the St. Paul Federation of Educators Executive Board.

The Committee shall have the following powers:

- a. Review District policies that affect Federation members prior to School Board approval. This power includes the power to review new district initiatives, including plans for appropriate training, the method of implementation and the plan for evaluating success. These discussions shall take place prior to School Board approval and no later than the initial approval of the budget for the upcoming school year by the Committee of the Board.
- b. Review data on the effectiveness of existing district initiatives no later than the April PIC meeting each school year.
- c. Review District procedures and programs, as appropriate, that affect Federation members prior to Superintendent approval.
- d. Discuss current issues.
- e. Establish temporary joint subcommittees to address particular issues of concern. The committee will establish membership and operating procedures for subcommittees. It will establish deadlines for subcommittees to report recommendations back to the committee. Subcommittees will be jointly chaired. The District co-chair and president of the Federation shall select subcommittee chairs.
- f. Make recommendations to the Superintendent, when appropriate, for implementation, action and/or review.
- g. Review the Student Rights and Responsibilities Handbook as needed.
- h. Review intended professional development expectations for implementation for the following school year.
- i. (SPED only) Review workload issues, including third party billing, and professional development activities for special education licensed service providers on scheduled professional development days.
- j. (ELL only) Plan appropriate professional development for ELL teachers
- k. (ELL only) Review testing and assessments, curriculum, appropriate program staffing and appropriate student assignments.

This article does not limit, diminish or abrogate the rights and responsibilities of the Board of Education and the Superintendent in directing and managing the operation of the District, nor does it permit violation of terms of the labor agreement.

Nothing herein shall be deemed to impair the authority of the Superintendent, or to preclude the Superintendent from consulting informally with members of the bargaining unit.

ARTICLE 25. JOINT LABOR MANAGEMENT COLLABORATION MEETINGS (continued)

SECTION 2. LABOR MANAGEMENT JOINT TRAINING SESSIONS

Saint Paul Public Schools and Saint Paul Federation of Educators agree to hold, twice per year, joint labor and management training sessions.

The purpose of these trainings is to build positive working relationships that increase the effectiveness and efficiency of our work, in the place where it matters most—the classrooms in our school buildings. The topics may include, but not be limited to:

- leadership skills;
- effective problem solving;
- identifying areas where stewards and principals can partner (budget details, implementing new laws, testing procedures);
- contract language (i.e. election to work agreements, peer assistance and review, workload clarification);
- fundamentals of the Teacher Tenure Act and Just Cause;
- the improvement plan process;
- the grievance process; and
- member rights to union representation.
- Effective strategies to address racial disparities and close achievement gaps.

Individuals that will be required to attend are SPFE stewards, principals, human resource personnel, and supervisors of Educational Assistant and School and Community Support Service Professionals.

The trainings will be maximum of two hours in length and will be jointly developed by the SPFE staff and SPPS staff. These trainings will be held outside of the regular school day.

In a contract ratification year, one of these two training obligations can be satisfied by a joint presentation of the final agreement to the above-mentioned individuals.

SECTION 3. SPECIAL EDUCATION PROFESSIONAL ISSUES COMMITTEE

The Board of Education and the St. Paul Federation of Teachers, Local 28 agree to continue the Special Education Professional Issues Committee. The joint labor/management committee will be charged with seeking ways to improve the delivery of special education services in the District. It will be composed of the Director of Special Education, a representative from the Human Resource Department, the President of the St. Paul Federation of Teachers, a Federation organizer, six (6) special education teachers selected by the Federation and other District representatives including principals and/or Assistant Superintendents. The committee will meet on the third Thursday of the months of September, November, January, March and May from 5-7pm at the offices of the Saint Paul Federation of Educators. More or fewer meetings may be scheduled at the discretion of the committee and the date, time and location of meetings may be changed if the parties so agree.

The Special Education Professional Issues Committee will continue to develop a process to address Individual Education Plan (IEP) management caseload concerns for individual special education teachers and will continue discussions about improving special education staffing. In addition the committee will discuss and make recommendations regarding possible resolutions for workload issues, including third party billing and professional development activities for special education licensed service providers on scheduled professional development days. The committee may address other special education issues and concerns as appropriate.

ARTICLE 25. JOINT LABOR MANAGEMENT COLLABORATION MEETINGS (continued)

SECTION 4. ENGLISH LANGUAGE LEARNERS PROFESSIONAL ISSUES COMMITTEE

In order to allow for more collaborative decision-making and improved service to English Language Learner (ELL) students in the Saint Paul Public Schools, the District and the Federation agree to establish an ELL Professional Issues Committee (ELL PIC). The ELL PIC will be jointly chaired by the ELL Director and a designee of the Saint Paul Federation of Educators. The members of the committee will include an equal number of ELL teachers appointed by the Federation and ELL administrators appointed by the District. The ELL PIC will meet on the third Thursday of the months of October, December, February and April from 5-7pm at the offices of the Federation. More or fewer meetings may be scheduled at the discretion of the committee and the date, time and location of the meetings may be changed if the parties so agree.

One duty of the committee will be to collaboratively plan appropriate professional development for ELL teachers (including professional development days scheduled pursuant to the Special Education, English Language Learners Memorandum of Agreement).

The committee shall also discuss other matters of professional interest including, but not limited to, testing and assessments, curriculum, appropriate program staffing and appropriate student assignments. The agenda for the April meeting of the ELL PIC will include a review of the staffing formula for the following school year.

ARTICLE 26. STUDENT MENTAL HEALTH SUPPORTS

SECTION 1. STUDENT MENTAL HEALTH SUPPORTS

The District and the Federation agree that supporting student mental health in St. Paul is a critical step to addressing the predictability of disparities by race, socioeconomic status, and disability, and will accelerate learning and achievement for all students.

Student mental health needs are best served when the school community is supported by a team of trained professionals and support staff including Licensed School Social Workers, Licensed School Counselors, Licensed School Psychologists, Licensed School Nurses, Health Assistants and Intervention Specialists or equivalent educational support professional staff.

To that end, the parties have agreed to the following:

The parties agree that the following Mental Health Support Teams will be implemented in the 2020-2021, school year: The parties will meet annually to review the implementation status and district hires for that school year and make recommendations for future contracts.

Each St. Paul Public School serving students in K-12 shall have a Mental Health Support Team composed of staff in the following positions. These individual positions will each play a distinct and important role in providing complementary mental health supports to the school as described below.

Licensed School Social Workers: Trained mental health professionals who can assist with mental health concerns, behavior concerns, positive behavioral support, academic and classroom support, consultation with teachers, parents and administrators as well as provide individual and group counseling. School Social Workers have special expertise in understanding family and community systems and linking students and their families with community services essential to promote student success. School Social Workers' training includes specialized preparation in cultural diversity, systems theory and social justice, risk assessment and intervention, consultation and collaboration and clinical intervention strategies to address the social emotional and mental health needs of students.

Licensed School Social Workers assigned to Special Education work specifically with students who have an Individualized Education Program (IEP) to meet their identified needs.

Licensed School Counselors: Professionals who are uniquely qualified to address all students' academic, transition, career and social/emotional development needs by designing, implementing, evaluating and enhancing a comprehensive school counseling program that proactively promotes and enhances student success. The School Counselor will work directly with students and families daily to proactively support mental wellness through classroom lessons for all students, evidence based small group counseling and individual counseling support. In addition, counselors assist in the coordination of post-treatment plans for students and refer students for school or community based mental health support.

Licensed School Psychologists: Highly qualified members of school teams who support students' ability to learn and collaborate with teachers to problem solve and support instruction. They apply expertise in mental health, learning, and behavior, to help children and youth succeed academically, socially, behaviorally, and emotionally. School Psychologists partner with families, teachers, school administrators, and other professionals to help create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community. School Psychologists receive specialized advanced graduate and post graduate preparation that includes coursework and practical experience relevant to both psychology and education.

ARTICLE 26. STUDENT MENTAL HEALTH SUPPORTS (continued)
SECTION 1. STUDENT MENTAL HEALTH SUPPORTS (continued)

In order to properly staff Mental Health Support Teams, additional staff will be hired to create Mental Health Support Teams at each school. Current support in buildings will not be removed or shifted. The parties agree to meet and review the placement of staff, additional staffing will be prioritized for buildings with fewer or no current supports.

In the 2020-2021 School Year the School District will commit \$4.7 million to hiring additional staff in the following positions:

- Intervention Specialists, each building will have an intervention specialist
- General Education Social Workers
- Licensed School Nurses
- School Psychologists
- School Counselors

Licensed School Nurses: Healthcare professionals who understand the link between health and learning. They provide a comprehensive approach to preventing and addressing student health problems, including mental health concerns, that interfere with learning. The school nurse leads change to advance overall health and collaborates with school staff, students' families, and community members to keep students safe at school and healthy to learn.

Intervention Specialists: Educational support professionals who have the most regular direct contact with students. They provide behavioral support for students beyond Tier 1 in a Multi-Tiered System of Support and support re-entry into the classroom by assisting students in assessing their behavior.

The school's Mental Health Support Team will provide support to schools by utilizing a Multi-Tiered System of Support (MTSS). Both parties agree that Multi-Tiered Systems of Support are proven to be most effective in supporting students. Appendix E outlines how each of these roles contributes to a Multi-Tiered System of Support.

To achieve fidelity in utilizing MTSS and trauma informed practices to create effective mental health support structures in all SPPS schools, the parties agree to the staffing levels as described in the following subdivisions of this article.

Subd. 1. Licensed School Social Workers. Special Education: Saint Paul Public Schools will provide School Social Workers for Special Education students who have SSW services on their IEP in accordance to these ranges:

Elementary: 35 - 40

Middle: 40 - 45

High School: 40 - 45

General Education: Saint Paul Public Schools will provide School Social Workers for General Education students.

In addition to staffing levels, it is essential that School Social Workers are able to perform their duties according to their professional training. To ensure this occurs, the parties agree that social workers will have a schedule of when they carry a walkie talkie.

ARTICLE 26. STUDENT MENTAL HEALTH SUPPORTS (continued)
SECTION 1. STUDENT MENTAL HEALTH SUPPORTS (continued)

Subd. 2. Licensed School Counselors. Saint Paul Public Schools will provide Licensed School Counselors.

Counselors will provide comprehensive school counseling services for all students. These new positions shall not include counselors who have specific job duties such as Early College, Career and Technology Education (CTE), or who are grant-funded.

It is essential that School Counselors are able to perform their duties according to their professional training. To ensure this occurs, the parties have agreed to the following:

- The following duties shall not be assigned to a Licensed School Counselor: Test proctoring, teaching prep classes, substitute teaching, master scheduling, and clerical work.
- Counselors will have a schedule of when they will be required to carry a walkie talkie.

Subd. 3. Licensed School Nurses. Saint Paul Public Schools will provide nurses to support coverage in Health Offices

Subd. 4. Licensed School Psychologists. Saint Paul Public Schools will provide Licensed School Psychologists Licensed School Psychologists assignments will be made by the department.

Subd. 5. Intervention Specialists. Saint Paul Public Schools will provide Intervention Specialists by hiring additional intervention specialists.

SECTION 2. MENTAL HEALTH TRAINING FOR ALL TEACHERS

Subd. 1. STUDENT MENTAL HEALTH SUPPORTS/LICENSED EDUCATORS

The School Mental Health Support Team will provide onsite mental health and trauma informed training for up to 6 hours per school year. The training will be spread out throughout the school year. Each site will work to schedule training according to school schedules, needs and in coordination with the building administrator.

ARTICLE 27. SUPPORT FOR SPECIAL EDUCATION STUDENT LEARNING

SECTION 1. For the 2020-2021 School Year, the district will follow the staffing parameters below:

Federal Setting	Caseload	Special Ed. Staffing
ECSE 3-6 year olds - self-contained Classroom	6-8 students per Classroom	1 ECSE teacher 2 additional special education staff
ECSE 3-6 year olds, teachers providing supports in inclusive or natural settings	12-16 students case managed	Special education teams may include an ECSE teacher and related services staff. Para support will be determined based on IEP needs.
Federal Setting I & II Elementary	17-19 students	1 Special Education Teacher

	case managed	Para support will be determined based on IEP needs.
Federal Setting I & II Secondary	18-22 students case managed	1 Special Education Teacher Para support will be determined based on IEP needs.
Federal Setting III - DCD/ ASD	6-9 students	1 special ed. Teacher 2 additional special education staff. Plus a floater special education staff for every 2 classrooms to support breaks, lunches, etc.
Federal Setting III - EBD	8-10 students	1 special ed. Teacher 2 additional special education staff Plus a floater special education staff for every 2 classrooms to support breaks, lunches, etc.

To ensure that special education teachers have paraprofessional support, the district agrees to following MN Rule 3525.2340, as well as honor the MOU titled: *Special Education Caseloads and Supports*. In self-contained classrooms where there are students with different service levels, the staffing numbers outlined in the Minnesota Rule that meet the students with the most needs will apply.

The parties agree to meet regarding specialized programs that do not fit the model above and discuss appropriate staffing.

Speech Language Pathologist Staffing

FTEs	Elementary Staff	Secondary Staff
1.0	35-40	41-45

Occupational Therapist Staffing

FTEs	Elementary Staff	Secondary Staff
1.0	35-40	40-50

Physical Therapist Staffing

FTEs	Elementary Staff	Secondary Staff
1.0	35-40	40-50

ARTICLE 27. SUPPORT FOR SPECIAL EDUCATION STUDENT LEARNING (continued)

In addition, during the 2020 -2021 School Year a committee will be formed. The parties will meet to review data and develop caseload and workload parameters used for staffing for the 2021-22 School Year. The committee will include representation from the district and SPFE including Special Education Teachers serving students in Federal I, II, III, and IV settings, ECSE Educators, Educators from transition programs, Occupational Therapists, Physical Therapists, Speech Language Pathologists and School Social Workers. The parties agree to meet, at a minimum, monthly starting in September 2020 with the goal of reaching an agreement on new caseload/workload parameters for the 2021-2022 school year by April 1, 2021. Any new agreements reached will be used to recommend future contract language.

1. **Best Practices.** Placement, school administrators, and staff should make every reasonable effort to ensure that students in special education are placed in classrooms with similar aged classmates. If a teacher feels such efforts were not reasonable; the matter shall first be discussed with the building administrator and the special education supervisor. If not resolved, the issue may be discussed at the next Special Education Professional Issues Committee (SPED PIC) or at the regular Professional Issues Committee, whichever comes first. Common scheduling of mainstream classes should be used to maximize paraprofessional support.

2. **Open SPED Classroom Teaching Positions.** The priority for staffing is filling building level special education teacher positions. Current SPPS special education teachers who are hired into coaching roles will not transition until their classroom position is filled.

3. **Co-Teaching.** Consistent with the co-teaching model adopted by the District, no co-taught class with students receiving IEP academic and behavioral special education services shall contain more than 1/3 special education students. Placements in co-taught settings should be appropriate for each individual student, and allow for the least restrictive environment in accordance with the IEP team decision.

4. **Nothing in this agreement is intended to supersede other agreements regarding staffing for specific special education programs such as the Bridge View School or Birth to Three Program.**

SECTION 2. REGARDING: SPECIAL EDUCATION CASELOAD AND SUPPORTS

Saint Paul Public Schools (SPPS) is committed to providing a premier education for all students with disabilities to reach high outcomes. Federal laws and Minnesota statutes provide both directives and guidance to school districts regarding the special education services, processes and staffing to be provided by special education departments. Modified in 2015, the MN statute includes considerations for caseload that includes disability, Individual Education Plan (IEP) Federal setting, and workload limits. This statute builds in and accommodates for the greater and multiple needs of the range of students with IEPs.

The SPPS special education service delivery model is based on the needs of the students. There are EBD, ASD and DCD specialized classrooms as well as resource special education services. Many of these are cross-categorical (For example, an EBD Specialized classroom may have students with EBD, OHD and TBI enrolled.). In addition, students may have IEPs with different federal settings in the same class or a special education teacher may have students with IEPs with differing federal settings on her/his caseload. Given the service delivery model to allocate staff and determine caseloads the district will:

- Apply the Minnesota Statute 3525.2340 (Caseloads) that identifies the staffing ratios for students with disabilities based on disability and IEP federal levels. (This rule is part of the MN Rules for "Children with a Disability" which considers all of the needs of the students.)

ARTICLE 27. SUPPORT FOR SPECIAL EDUCATION STUDENT LEARNING (continued)

- The district will continue to implement the Bridgeview School staffing allocations previously agreed upon.
- The EBD, ASD and DCD specialized classrooms in the general education schools may have a mix of students with Federal 3 and Federal 2 IEP settings. When a concern is raised about the student-to-staff ratio in a specialized classroom, a review process will be commenced. This process will apply a ratio calculator whose algorithm is based on the caseloads in the MN rule and accommodates for the variability of disabilities and federal levels within the specialized classrooms. This information will be used to guide if greater staff allocation and/or capping class enrollment is needed.
- A work group will be formed to review the caseload determinants that includes federal setting level, behavior, personal care needs and other needs specific to ASD, DCD, and EBD specialized programs. This group will include at least one teacher from each ASD, DCD, and EBD specialized program to make recommendations for September 2018.
- The district commits to allocating a floater special education staff to support students with special needs in the 23 elementary schools that currently have ASD, DCD and EBD specialized programs. Any new elementary site that opens a specialized classroom in the future will also receive a floater allocation. Thirteen of the 23 FTEs will be Educational Assistants. Decisions on assignment of the Educational Assistants to an elementary or secondary site will be based on the programmatic needs at a school.
- Determining Special Education caseloads for Occupational Therapists, Physical Therapists, Speech Language Pathologists and School Social Workers will include considering the direct services minutes, indirect services minutes, evaluation and reevaluation time, IEPs managed, travel time, and other services required in the IEPs of eligible students. The district will formalize this process to align with statute so that the appropriate caseload for an individual therapist will take these factors into consideration.
- A time study will be conducted during the 18-19 school year to help inform the implementation of the responsibilities in order to guide caseloads for 19-20 school year. A committee will be formed to determine the factors of the time study. The committee will include representation from Occupational Therapists, Physical Therapists, Speech Language Pathologists and School Social Workers (elementary, middle and high school).

Additional supports for special education staff to complete their responsibilities will include:

- Providing Special Education licensed service providers at least one half-day per month to complete paperwork or conduct student assessments as agreed to in the Memorandum of Agreement in the 2015-2017 contract.
- Develop a working group to review I make recommendations for report cards for students in the DCD and ASD specialized classrooms who are enrolled in special education core content classes.

The Parties agree to submit any disputes not resolved after step three of the grievance process to grievance mediation and reach a resolution through grievance mediation.

ARTICLE 28. CO-TEACHING BEST PRACTICES

St. Paul Public Schools has demonstrated a commitment to increasing special education and EL student access to the inclusive classroom through the co-teaching model. Saint Paul Federation of Educators is supportive of a co-teaching model that best meets the student needs and ensures positive educational outcomes for all students.

ARTICLE 28. CO-TEACHING BEST PRACTICES (continued)

St. Paul Public Schools uses the following definitions to frame its collaborative teaching experiences:

- **Co-Teaching:** Two teachers working together with groups of students, sharing the planning, organization, delivery and assessment of instruction, as well as the physical space.
- **Collaboration:** Two teachers working together where the general education teacher is responsible for the planning, delivery and assessment and the collaborating teacher offers programmatic support.

In support of the co-teaching model, Saint Paul Public Schools will continue to provide guidance to building leaders and teachers engaged in co-teaching partnerships. Further, whenever possible, the district will strive to honor the following agreements:

1. **Prior to assigning co-teachers , teachers will be given the opportunity to volunteer for a co-teaching assignment. Teachers may volunteer for as many co-teaching classes as they see fit. If there are not enough volunteers, principals will assign teachers to co-teaching. Secondary EL and SPED teachers will be allowed to submit preferences of content area and teacher for their co-teaching assignment. Elementary EL and SPED teachers will be allowed to submit preferences for grade level and teacher for their co-teaching assignment. Principals will make reasonable efforts to assign teachers based on educational background and preferences. When assigning:**
 - a. **Secondary SPED and EL teachers will only teach a maximum of two (2) content areas per school year (i.e. ELA and Social Studies). EL and Special Education teachers will be assigned no more than one new course per year.**
 - b. **Secondary SPED and EL teachers will have only three (3) different courses per semester and only one (1) new course per school year.**
 - c. **Elementary SPED and EL teachers will only teach with a maximum of two (2) co-teachers per school year.**
2. **Building principals will maintain consistency from year to year in both content area and successful co-teaching partnerships to the greatest extent possible. Teachers can request a change in co-teaching assignment prior to May 15 for the following school year. Such requests will not be unreasonably refused.**
3. **EL and special education teachers will be involved in the master schedule creation process to allow them to work in areas of professional strength and ensure equity and access for the students they serve.**
4. **Room assignments will take into consideration movement from classroom to classroom by EL and special education teachers.**
5. **Professional development will be scheduled so co-teachers can attend content area training with co-teaching partners.**
6. **Special Education teachers will be aligned with grade level PLCs so as to minimize secondary preps (Example: Co-teach 6th grade Reader's Workshop, teach 6th grade pull out reading support).**
7. **Consistent with the co-teaching model adopted by the District, it is agreed that best practice is for students with disabilities to comprise approximately 33.3% of the class and students without disabilities should comprise approximately 66.6%. Co-taught classes should aim to be approximately at this ratio.**

ARTICLE 28. CO-TEACHING BEST PRACTICES (continued)

8. Co-taught classes provide students access to differentiated general education curriculum. Determining if a co-taught class is appropriate for all students is based on student data and recommendations by case managers, special education or EL teachers, and counselors. If there are concerns about a student's placement in a co-taught class, the issue will be brought back to the student's team to determine next steps regarding additional supports or differentiation within the classroom or to consider a change in schedule.
9. The parties agree to continue improving Co-Teaching in the SpEd and ELL Professional Issue Committee meetings.

ARTICLE 29. RECRUITMENT AND RETENTION OF TEACHERS OF COLOR

The District will continue current practice in recruitment and retention of educators of color. In addition, the District will allocate \$20,000 per contract year for the purpose of providing support and development of members of color in School and Community Service Professional, Educational Assistant and Teacher Affinity Groups. A committee comprised of equal members of the District and members of all bargaining units of the Federation will determine how the allocated money shall be used.

ARTICLE 30. ELEMENTARY SPECIALISTS

The District and Federation recognize that our elementary specialists deliver curriculum and services to our students in a variety of content areas that are vital to educating the whole child. It is the administrator's responsibility to ensure that all teachers get a 50 minute preparation period and the appropriate materials required to instruct students. For these reasons, the parties have agreed to the following:

1. During opening week, elementary specialists will submit to their principals a supply list with costs attached to resupply the curriculum materials required for instruction of their content. **A. For each individual specialist, a minimum \$100 will be budgeted for classroom expenses.** Should additional required curricular materials be needed during the year, the teacher can submit a supplemental list to the principal for ordering.
2. To effectively fund innovation the Office of Fund Development will organize opportunities for staff to seek additional/external resources. SPPS and SPFE will work collaboratively to identify a reasonable list of viable sources of revenue.
3. In accordance with the adopted "District/Department PLC Offerings for SY17-18" Teacher Development and Evaluation agreements; Principals/supervisors should have a meaningful discussion with each educator about which PLC would be the most productive for the educator and their professional growth in their content area that will impact student learning.
 - a. Elementary specialists may attend a PLC in their content area, instead of a school level PLC with prior approval from their principal/supervisor. If disagreements arise, the teacher should immediately contact the district content lead to resolve.
 - b. Specialists are excused from two of the maximum of four principal directed meetings per month to compensate for attending a district PLC.
4. Prep periods for specialists will not be split into more than two sections or be provided in increments of less than 25 minutes.
5. If district-wide PD is being offered in the specialist's content area on a district professional development day, the specialist may be permitted to attend that PD in lieu of building PD, with prior approval from their principal/supervisor. If disagreements arise, the teacher should immediately contact the district content lead to resolve.

Appendix A SALARY SCHEDULES

Effective July 1, 2019

	BA	BA+15	BA+30	BA+45	BA+60/ MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Phd/ EdD
LANE	3	4	5	6	7/8	9	10	11	12/13	14
STEP										
1	41,626	41,874	42,312	42,749	43,642	44,283	45,346	46,619	47,891	49,380
2	42,342	42,790	43,239	44,090	44,920	45,560	46,619	47,891	49,168	50,652
3	43,302	43,748	44,385	45,259	46,824	47,464	48,529	49,803	51,076	52,560
4	44,320	44,957	45,993	46,871	48,948	49,586	50,647	51,925	53,198	54,685
5	46,344	46,988	47,842	49,131	51,621	52,263	53,333	54,621	55,907	57,413
6	47,972	48,832	49,901	51,188	53,848	54,492	55,562	56,847	58,134	59,638
7	49,476	50,545	51,621	52,905	56,130	56,770	57,842	59,130	60,420	61,920
8	50,268	51,331	52,391	53,666	57,879	58,515	59,577	60,851	62,127	63,617
9	52,523	53,587	54,648	55,922	60,228	60,865	61,927	63,200	64,477	65,963
10	55,712	56,772	57,834	59,109	62,585	63,222	64,289	65,562	66,836	68,321
11	58,696	59,944	60,982	62,017	66,799	68,287	69,348	70,618	71,897	73,386
12	60,909	62,209	63,288	64,366	72,269	73,430	74,953	76,922	78,446	81,672
13	61,213	62,513	63,590	64,668	75,030	76,240	77,823	79,873	81,457	84,813
14	61,515	62,813	63,890	64,969	75,331	76,542	78,124	80,175	81,759	85,115
15-19	65,174	66,547	67,687	68,825	81,198	82,479	84,152	86,318	87,992	91,539
20	67,759	69,148	70,308	71,463	85,332	86,630	88,329	90,526	92,227	95,825
25 YR Longevity Stipend*	500	500	500	500	1,200	1,200	1,200	1,200	1,200	1,200

Effective July 1, 2020

	BA	BA+15	BA+30	BA+45	BA+60/ MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Phd/ EdD
LANE	3	4	5	6	7/8	9	10	11	12/13	14
STEP										
1	42,459	42,711	43,159	43,604	44,515	45,169	46,253	47,551	48,849	50,367
2	43,189	43,646	44,104	44,971	45,818	46,472	47,551	48,849	50,151	51,665
3	44,168	44,622	45,273	46,164	47,760	48,414	49,500	50,799	52,097	53,611
4	45,206	45,857	46,913	47,808	49,927	50,578	51,660	52,964	54,262	55,779
5	47,271	47,928	48,799	50,114	52,653	53,309	54,400	55,714	57,025	58,562
6	48,931	49,808	50,899	52,212	54,925	55,582	56,673	57,984	59,297	60,831
F7	50,466	51,556	52,653	53,963	57,252	57,905	58,999	60,312	61,628	63,158
8	51,273	52,357	53,439	54,739	59,037	59,685	60,769	62,068	63,370	64,889
9	53,574	54,659	55,741	57,041	61,433	62,083	63,166	64,464	65,766	67,282
10	56,827	57,907	58,990	60,291	63,837	64,487	65,575	66,873	68,172	69,687
11	59,870	61,143	62,202	63,257	68,135	69,653	70,735	72,030	73,334	74,853
12	62,127	63,454	64,554	65,654	73,714	74,899	76,452	78,460	80,015	83,305
13	62,437	63,763	64,862	65,961	76,530	77,764	79,380	81,471	83,086	86,510
14	62,745	64,070	65,168	66,269	76,838	78,073	79,686	81,778	83,394	86,817
15-19	66,478	67,878	69,041	70,202	82,822	84,128	85,835	88,044	89,752	93,370
20	69,115	70,531	71,714	72,892	87,039	88,363	90,096	92,336	94,071	97,742
25 YR Longevity Stipend*	500	500	500	500	1,200	1,200	1,200	1,200	1,200	1,200

* The highest step placement is step twenty (20). Upon completion of 24 consecutive years of regular service teachers eligible for this stipend will receive a bi-weekly amount on their pay check prorated based on FTE status. The annual stipend is either \$500 (lanes 3-6) or \$1200 (lanes 7-14).

** Entry level step.

APPENDIX B

SPECIAL GROUPS

Calculation of ratios in this schedule shall be based upon that step of the current salary schedule for which the individual is qualified as a teacher pursuant to this Agreement. Ratios shall not be applied to career increments.

<u>Position</u>	<u>Length of Year</u>	<u>Ratio</u>
School Social Workers	Teachers' Year	1.035
Counselors	Teachers' Year Plus Two Weeks	1.10
Psychologists	Teachers' Year Plus One Month	1.15
Consultant I	12 Months	1.27

Effective July 1, 1978, there shall be no further placement of teachers on this ratio schedule in these positions. Teachers newly employed in or newly assigned to these positions after July 1, 1978, will be placed at the appropriate step and lane of the teacher salary schedule. Any extension of the contract year will be made by assignment by the supervisor and will not be a part of the teacher's regular contract. Pay for such extension of the year will be as provided in Article 8, Section 4.

APPENDIX C

EXTRACURRICULAR ACTIVITIES

Teachers shall be paid additional stipends, to be called extracurricular pay, for additional activities carried on outside their regular duties and outside the regular school day according to rules and regulations established by the Board, provided that such stipends shall not be paid if a teacher's day or class load has been decreased because of such activities except as provided herein. Any extracurricular assignment and stipend may be terminated at the end of any school year and/or reassigned to another staff member. Any teacher may reject an assignment for which extracurricular pay is given.

Schedule C-1

Extracurricular Non-Athletic

Payment of Schedule C-1 stipends shall be made within three (3) weeks of the end of the District's first and/or second semester, depending upon the completion date of the activity. The supervision of an extracurricular activity may be divided among teachers, but the total payment shall not exceed the amount set forth below. The payment for an extracurricular activity may vary depending upon the amount of work involved, but no payment shall be made in excess of the amount specified below.

	<u>Stipend</u> <u>2017-19</u>
Cafeteria Supervisor May be paid on an hourly basis for time worked. Formula: stipend divided by number of days lunch is served during the school year = rate for one-half hour duty.	\$2,300
Class Advisor	
Sophomore Class	\$466
Junior Class	\$1,538
Senior Class	\$1,538
Dance Chaperone (outside the duty day)	\$23.65/hour
Debate Coach	
Middle School	\$1,538
Senior High School:	
Ten Interscholastic Meets & Regional Tournaments	\$2,003
Twenty Interscholastic Meets & Regional Tournaments	\$3,494
Twenty Interscholastic Meets & Regional Tournaments if more than three teams participate throughout the season	\$4,660

APPENDIX C, Schedule C-1 (continued)

	<u>Stipend 2017-19</u>
Destination ImagiNation Team Coach* (The minimum requirements for this stipend are: - One to three teams, formally competing in the full official school year season inter-district competition and tournament play. - The activities occur outside the professional workday for teachers.) After the first four (4) weeks of the season, the position and payment will be discontinued if full team competition is not to be completed.	\$1,166
Drivers Education Teacher (See Article 9, Section 6 for governing conditions)	\$26.00/hour
Field Trip School sponsored overnight field trip (not compensated by other means)	\$100/night
High School Future Educators of Saint Paul Coordinator	\$3,029
Hmong Dual Language Teacher	\$4,500
Locker Manager – Secondary: up to maximum of (basis of .0005 of the maximum, per locker)	\$3,029
Mathematics Team Coach <u>Middle School.</u> (A minimum requirement for this stipend is at least 10 participants, and at least six scheduled events)	\$1,166
<u>Senior High School</u> Mathematics Team Coach (A minimum requirement for this stipend is at least 10 participants, and at least six scheduled events)	\$2,097
Mathematics Team Coach Assistant A minimum requirement for this stipend is at least 15 participants after the first four (4) weeks of the season, and that the position and payment will be discontinued if participation is less than 15 students.	\$1,166

*The existence of this stipend for coaches of the extra-curricular official competition activity is not intended to preclude or replace Destination ImagiNation activities which occur in many schools on a smaller scale or within students' school day and/or the teachers' professional workday.

APPENDIX C, Schedule C-1 (continued)

Stipend
2017-19

Music Teachers

Elementary Vocal and Instrumental Music

An elementary vocal or instrumental music teacher who is required to provide evening performances in a school year will be compensated at the rate of \$110 per required performance.

Middle School

2-1/2 hours per week (vocal and instrumental)	\$2,097
2-1/2 hours per week and a musical (vocal)	\$3,029
3-1/2 hours per week (instrumental, including one concert)	\$3,029

Senior High School Instrumental

3-1/2 hours per week	\$3,029
5 hours per week	\$4,428

For a minimum of five (5) approved public, non-school-related performances in the community each year, up to three of which may be scheduled during the summer months, a stipend of \$1,088 per year will be paid; stipend to be reduced by \$218 for each performance less than five completed. Selection of performances to be approved in advance by the Superintendent. This provision will apply to Senior High instrumental only. Music teachers directed to perform more than five (5) performances will be paid an additional \$218 for each performance.

Senior High School Vocal

3-1/2 hours per week (and at least one seasonal concert per semester)	\$3,029
3-1/2 hours per week (and at least one seasonal concert per semester and one minor musical revue or theme production)	\$4,291
5 hours per week (and at least one seasonal concert per semester and one major musical production)	\$5,173

A major musical production is a single, complete-titled production, typically two or more hours in length, generally involving payment of royalties, and which involves staging, costuming, choreography, and rehearsals with orchestra.

Senior High National Honor Society Coordinator	\$3,029
North Central Association Coordinator	\$1,166
School Fund Bursar	
Middle_School	\$2,097
Senior High School	\$5,173
School Newspaper – Senior High	
Business Manager: up to the maximum of (basis of .10 of the maximum, per issue)	\$1,025
Editorial Manager: up to the maximum of. (basis of .0625 of the maximum per issue)	\$4,054

APPENDIX C, Schedule C-1 (continued)

	<u>Stipend 2017-19</u>
School Plays and Speech Activities Coach – Junior High	\$1,538
School Plays Coach – Senior High	
One full-length play or its equivalent	\$1,677
Two or more full-length plays or equivalent	\$3,309
School Patrol Supervisor – Elementary	\$2,331
Science Olympiad Coach	\$1,166
(The minimum requirements for this stipend are:	
- One to three teams, formally competing in the full official school year season inter-district competition and tournament play.	
- The activities occur outside the professional workday for teachers.)	
After the first four (4) weeks of the season, the position and payment will be discontinued if full team competition is not to be completed.	
Science Safety Manager, Secondary	\$571
Secondary GSA Program Advisor	\$1,500
Secondary SADD Program Advisor	\$1,500
Speech Activities Coach – Senior High	
Entrance in three festivals or equivalent and the District Speech Festival	\$1,166
Entrance in six festivals or equivalent and the District Speech Festival	\$2,003
Stage Crew Director – Secondary	
Including one major performance	\$1,538
Including two or more major performances	\$2,610
Student Council Director – Secondary	\$3,029
Technological Instructional Equipment Manager	
Elementary and Secondary	@ \$1 per student
The \$1 per student basis for the yearly stipend for this function shall be determined for each elementary school based on the official enrollment figures published by the District each October. Those students will be counted who are in classes/grades for which such services are provided. The minimum stipend shall be:	\$1,037
Technology Liaison	
Secondary	\$4,054

APPENDIX C, Schedule C-1 (continued)

	<u>Stipend</u> <u>2017-19</u>
Textbook Distributor – Elementary and Secondary	@ \$2 per student
The \$2 per student basis for the yearly stipend for textbook distributor shall be determined for each elementary and secondary school based on the official enrollment figures published by the District each October. Those students will be counted who are in classes/grades for which textbooks are purchased and distributed. The minimum stipend shall be:	
	\$600
Test Coordinator – Elementary and Secondary	@ \$4 per student
The \$4 per student basis for the yearly stipend for test coordinator shall be determined for each elementary school based on the official enrollment figures published by the District each October. Those students will be counted who are in classes/grades for which test booklets are purchased and distributed. The minimum stipend shall be:	
	\$1,200
The maximum stipend shall be:	
	\$4,000
Yearbook – Senior High	
Business Manager	\$1,025
Editorial Manager	\$3,029

Extracurricular Athletic

Salaries provided for coaches shall be payable at the end of each season and shall be paid in addition to the amount due for regular teaching duties performed. Seasons for athletic coaches shall end with the school months of November, March, and June, and for intramural coaches shall end with the school months of December, March, and June. Salaries for coaches shall be payable after all state tournament play is completed or absent state tournament play, in the months indicated above, and provided that the coach has assembled a team meeting the established requirements and such team has competed in all games, contests or meets scheduled to determine championships. The salaries specified herein shall not become payable until all duties of the athletic sport season shall be completed, including the submission of reports.

Coaching duties may be terminated at the end of any school year or be reassigned to other staff members. The total number of sports per year that may be handled by any one coach shall be limited to three, except with the written approval of the appropriate district administrator.

A teacher may not be employed as head coach for more than one of following: football/basketball/hockey/volleyball in the same year, except with the written approval of the appropriate district administrator. Teachers shall not be employed to coach more than one sport in the same season.

	<u>Stipend</u> <u>2017-19</u>
Athletic Director – Senior High School	\$6,618

In addition to this stipend, athletic directors of senior high schools shall be released from one hour of teaching duties daily to discharge additional responsibilities of the athletic directorship.

Head Coaches	
Basketball, Football, Hockey, Volleyball	\$6,152
Wrestling	\$5,591
Swimming	\$5,219
Baseball, Gymnastics, Track, Softball	\$4,660
Cross-country Track, Soccer, Badminton, Cross-country Skiing, Golf, Tennis	\$4,390
Assistant Coaches	
Football	\$4,660
Track	\$4,194
Baseball, Softball	\$3,729
Cross Country Track, Soccer, Swimming	\$3,309
Golf	\$1,920
Adapted Athletics	
Hockey Head Coach	\$4,660
Soccer, Softball Head Coach	\$3,729
Assistant Coach	\$2,470

APPENDIX C, Schedule C-2 (continued)

	<u>Stipend</u> <u>2017-19</u>
<u>Senior High School</u>	
Athletic Equipment Manager	\$3,494
Junior Varsity Coaches	
Basketball	\$4,194
Gymnastics, Softball, Volleyball	\$3,729
Soccer, Badminton	\$3,309
B Squad Coaches	
Basketball, Football, Hockey, Wrestling	\$4,194
Baseball	\$3,729
Miscellaneous Athletics (formerly Intramural Coaches)	\$10.71/hour
Intramural Coordinator	\$1,548
Cheerleaders Coach (full year assignment)	\$1,548
Danceline/Marching Coach	\$1,548
<u>Middle School</u>	
Swimming Coordinator	\$2,423
Ninth Grade Coaches	
Basketball, Track, Football	\$4,194
Volleyball	\$3,729
Middle School Coaches	
Baseball, Basketball, Wrestling, Volleyball, Softball, Soccer	\$2,331
Middle School Athletic Coordinator	\$5,591

A teacher may be employed to assist the supervisor of athletics in conducting and supervising scholastic athletic games, meets, or schedules, such employment to be compensated at a rate per season not to exceed \$250.

Each high school athletic director shall have available a budget of \$750 per year which may be used to employ assistants to help in conducting/supervising athletic games, meets, or schedules. The following conditions apply:

- Payment shall be at the rate of \$25 per event.
- Payment shall be through the regular payroll system, at the end of the appropriate season as described in the introductory paragraph of Schedule C-2.
- Payment may not be made to the Athletic Director.

HOURLY RATES**RATE GROUPS**

Professional Development	\$23.65 or In-service Credit
General Assignments: Saturday School, Curriculum Writing	\$23.65
Instructional Assignments: (ALC, EDL, ABE, Homebound) Tutoring	\$27.85
Instructional Assignments Loss of Preparation Time for classroom coverage ¹ Preparation/Planning Time Providers	\$35.35

¹ See [Article 9, Section 9](#), CONTRACT TEACHERS AS SUBSTITUTES, for governing conditions

APPENDIX E

Examples of Team Supports by Job Classification in a Multi-Tiered System of Support

TIER 3: Examples of Mental Health Supports	School Social Workers serving General Education Students:	Student Assistant Team (SAT) member; Support SAT interventions; Individual social skills instruction and counseling; Monitoring attendance and attendance plans for individual students. Follow up and support for students returning from intensive mental health programming
	School Social Workers serving Special Education Students:	Individual & group social skills instruction and counseling; Help create and support Behavior Intervention Plans; Refer students to community mental health services when appropriate. Follow up and support for students returning from intensive mental health programming
	School Counselors:	Individual social emotional counseling; Individual academic and career planning; crisis response & support, referrals to community or school based mental health therapy; Follow up and support for students returning from intensive mental health programming
	School Psychologists:	Student Assistant Team (SAT) member and support; Individual or group counseling
	School Nurses:	Student Assistant Team (SAT) member; Provide medication, if needed
	Behavioral Intervention Specialists:	Student Assistant Team (SAT) member
TIER 2: Examples of Mental Health Supports	School Social Workers serving General Education and Social Workers serving Special Education Students:	Check In Check Out, Mentoring program, small group social skill (Coping Cat, CBITS)
	School Counselors:	Evidence based small group counseling sessions (examples: Mindset Matters, Coping Cat, Student Success Skills, True Goals, Bring Out The Brilliance, Zones of Regulation); Targeted workshops for students needing additional support; Check In Check Out
	School Psychologists:	Group Counseling, Consult with Tier intervention teams, Check in Check Out

**TIER 1:
Examples
of Mental
Health
Supports**

School Nurses:	Follow-up care, collaborate with other Health Care Providers
Behavioral Intervention Specialists:	Assess individual student situations and reasons for behavior and help connect student's with the appropriate licensed staff
School Social Workers serving General Education Students:	Build relationships with students; Staff training around Mental Health and Trauma; Positive Behavior Interventions and Supports (PBIS) Team; Social Emotional Learning
School Social Workers serving Special Education Students:	Build relationships with students; Staff training around Mental Health, Trauma, and Special Education
School Counselors:	Build relationships with students; Core Counseling Curriculum for ALL students focus on social emotional learning, academics & college, career & life readiness; Elementary and middle school curriculum and support on bullying prevention; Elementary school curriculum on personal safety; Student Assistant Team member; Mental health training for staff & families
School Psychologists:	Build relationships with students; District Crisis Response Team; Positive Behavior Interventions and Supports (PBIS) Team; Social Emotional Learning
School Nurses:	Build relationships with students; District Crisis Response Team; Student check-in
Behavioral Intervention Specialists:	Build relationships with students; Positive Behavior Interventions and Supports (PBIS) Team

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF
EDUCATORS LOCAL NO. 28

Chair, Board of Education

President

Treasurer, Board of Education

Organizer

Clerk, Board of Education

Organizer

Executive Director of Human Resources

Bargaining Team Chair

Assistant Director, Employee/Labor Relations

Bargaining Team Member

Date

Bargaining Team Member

Bargaining Team Member

Date

ADDITIONAL INFORMATION

(Not a Part of the Agreement)

Meet and Confer

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Substitute Teacher

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ADDITIONAL INFORMATION

(Not a Part of the Agreement)

Meet And Confer

The Board recognizes the Federation as the exclusive representative of all teachers for purposes of meeting and conferring pursuant to the conditions of PELRA. The Federation and the Board, through its representatives, shall continue to meet and confer on matters of concern to both parties.

Grievance Procedure

The Grievance Procedure contained in the Agreement shall be applicable through Level Three, but not arbitration, for other matters of policy and regulations of the District. 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 the District.

Accessing and Reviewing Personnel Files

An employee may examine the contents of his/her personnel file by contacting the Human Resource Department to schedule an appointment to review the record. Such review may occur not more than once every six (6) months. The employee shall have the right to submit a response to any report or evaluation and such response will be attached to and become part of the employee's personnel file. Copies of any of the contents of an employee's file may be obtained.

Substitute Teachers

All terms and conditions of employment (as defined in [M.S. §179A.03, Subd. 19](#)) for substitute teachers shall be contained solely herein and the Appendices specifically referenced herein. Substitute teachers are at will employees who work when needed by the District and whose assignments or future assignments can be terminated at any time solely at the discretion of the employer and are not grievable under the terms of this labor agreement. Except as specifically provided herein, no fringe benefits or leaves are provided substitute teachers.

Further, a substitute employee shall not have or acquire any rights or benefits other than the specific pay rate provided for the specific substitute service rendered, as such is established by the Board of Education. Substitute teachers are not prohibited from being selected and working in additional employment assignments, as specified in Article 9, Additional Compensation Provisions, or Appendix C, Extracurricular Activities. However, payment of any such rate for a particular service rendered to a person who is not otherwise employed by the District, either as a regular teacher or under one of the sections herein, does not constitute or imply any employment relationship other than payment for the particular service rendered.

Additional Information Regarding Substitute Teachers (continued)

SECTION 1. CASUAL SUBSTITUTE TEACHING SERVICE. The responsibilities of casual substitute teaching service are instructional in nature and do not extend beyond approximately fifteen 15 minutes before and after student contact hours. Casual substitute teaching is normally on a day-to-day assignment basis.

In general, casual substitute teaching service means temporarily replacing the regular teacher(s) and performing the professional duties that would have been performed by the regular teacher(s) on that day. Additional assignments that would not have been the duties of the absent teacher(s) on that day will not be assigned to the casual substitute teacher, unless the substitute teacher consents.

1.1 Casual substitute teaching service basic rate of pay shall be:

Up to 159 hours	\$130 per day
After 160 hours	\$135 per day
After 300 hours	\$140 per day

Termination of a casual substitute teaching assignment shall occur by notice from the supervisor to whom the substitute is assigned. It shall be the responsibility of the substitute teacher to report to the principal or supervisor before leaving the building at the end of the school day for notice regarding assignment for the following day. Once officially notified of reassignment for the following day, the substitute teacher shall be considered reassigned for the following day. It is the responsibility of the regular teacher to call the Substitute Employee Management System (SEMS) when it is necessary to extend an absence (Regular teachers see also Article 11, Compensatory Leave).

SECTION 2. LONG-TERM SUBSTITUTE TEACHING SERVICE. Long-term substitute teaching service is defined as a continuous single teaching assignment for 15 school days or more. The responsibilities of long-term substitute teaching service are essentially the same as for the regular contract teacher, encompassing not only instructional activities but also other responsibilities typically assumed by contract teachers. In-service and professional days on the school calendar which are duty days for regularly-contracted teachers, and which occur during continuous service in a casual substitute teaching assignment shall be counted toward qualification of the assignment as long-term substitute teaching. However, the in-service or professional day shall not be worked and/or paid unless it is specifically assigned as a substitute teacher duty day for the individual involved.

2.1 Long-term substitute teaching service rate of pay shall be:

\$150 per day.

LONG-TERM SUBSTITUTE TEACHER SICK LEAVE. Long-term substitute teachers shall earn one (1) day of sick leave for each 20 days worked on a single assignment. Days worked in excess of an even multiple of 20 days in a single assignment shall be recorded by the Human Resource Department, and shall be counted toward the earning of additional sick leave in the next long-term assignment. When a substitute teacher is contracted as a regular teacher by the District during the school year in which the sick leave is earned, or the school year immediately following, such accumulated and unused sick leave shall be added to that leave to which the teacher is entitled under the provisions of this Agreement for regular contract teachers. For a substitute teacher not contracted as provided above, earned and unused sick leave shall be carried over into the next school year to a maximum of 30 days accumulation. Unused sick leave shall not, however, be maintained on the records and carried forward beyond a school year in which no substitute service is performed in the District.

The use of sick leave by substitute teachers shall be allowed only within a long-term or acting incumbent substitute assignment.

Additional Information Regarding Substitute Teachers (continued)

2.2.2 Payment for sick leave taken shall be made at the rate applicable for the particular assignment for which the long term or acting incumbent substitute teacher was assigned on the day the sick leave was taken.

2.2.3 A maximum of one (1) day of earned sick leave in any given school year may be used for bereavement leave by a substitute teacher who is then currently working in a long-term assignment. Such day is deductible from the accumulated unused sick leave total of that substitute teacher. Eligibility limitations (but not number of leave days) shall be the same as specified in Article 11, Section 3, Subdivision 1. of the Agreement.

SECTION 3. RETIRED TEACHERS BONUS. Saint Paul Public Schools' retired teachers who substitute teach on a casual or long-term basis for a minimum of 20 days in a school year shall receive a bonus of \$20 per day for each day of substitute service. This bonus will be paid at the end of the school year in which substitute teaching service occurs.

SECTION 4. GENERAL PROVISIONS.

4.1 Half-day (1/2) substitute service shall be paid at one-half (1/2) the daily rate for the assignment. One-half (1/2) day shall be the minimum assignment for a casual substitute.

Substitute pay shall not extend to the winter and spring recesses except when a specific assignment includes duty days within those recesses; however, a substitute shall qualify for holiday pay at the rate stated for the current assignment if the substitute has been assigned and taught for pay on both the last student-contact day before and the first student-contact day after a school holiday. For purposes of substitute holiday pay, October professional conference days shall not be considered holidays.

Per diem rates for substitute service shall be supplemented under the conditions herein provided.

4.3.1 Substitute teachers who are assigned one (1) hour of teaching duties in addition to the regular school day as defined in this Agreement shall be paid an additional \$12 per day for the additional hour.

4.3.2 Long-term substitute teachers shall be covered by the provisions of Article 9, Section 9, Contract Teachers as Substitutes, as though they were contract teachers.

The District may at its discretion increase the rate of pay for substitute teachers at any time during the term of this Agreement.

SECTION 5. PART-TIME HOURLY TEACHERS.

All terms and conditions of employment for part-time hourly teachers shall be contained solely within this Section 5 and the Appendices specifically referenced in this section. Part-time hourly employees are at will employees who work when needed by the District and whose assignments or future assignments can be terminated at any time solely at the discretion of the employer and is not grievable under the terms of this labor agreement. A teacher employed on a part-time hourly basis shall not have or acquire any rights or benefits other than the pay rate provided in Appendix D.

STATEMENTS OF INTENT

Instruction Classes – Size

The Board of Education and the Saint Paul Federation of **Educators**, Local 28 affirm that providing instruction in classes of appropriate size is a matter of professional interest and concern to both; therefore, the parties will ask that the Professional Issues Committee (PIC) review and discuss, in consultation with the Superintendent, concerns that continue to require attention at any time during a school year.

Lesson Plans Procedures

The development and use of lesson plans in Saint Paul Public Schools shall be guided by these assumptions and principles:

Basic assumptions:

- The District expects and requires that lesson planning include the following components:
 - Reference to standards
 - Measurable objective(s) for student learning or guiding questions
 - Instructional Strategies
 - Means of Assessment

Teachers are not required to rewrite a lesson plan when district curriculum provides such a plan. However, if asked by an administrator, teachers will be required to identify the above components of the lesson they are teaching.

AND

- The Saint Paul Federation of **Educators** confirms and supports the requirement of lesson planning for all teachers who engage in the instruction of students.
- Each teacher's lesson plans need to be available:
 - to provide effective guidance and planning for the teacher and for a substitute teacher
 - for review by an administrator as needed.

Principles:

- Recognition and respect for the fact that effective lesson planning may be done in a variety of formats and methods (examples: daily lesson plan, full course syllabus, unit plan and so on).
- Recognition and respect for the value of each teacher's professional expertise and judgment as to form and content, within the District's curriculum.
- Recognition and respect for the responsibility of the school administrators as leaders of the instructional team in the local school.

Procedure:

Each teacher's lesson plan(s) for the following day or week shall be available upon administrator request.

Teachers and the principal of a building may collaboratively work out an alternative procedure for access to lesson plans.

STATEMENTS OF INTENT (continued)

Time and Teacher Workload

The St. Paul Federation of Teachers and District agree that school reforms have changed the working conditions in our schools. In the past, students were solely responsible for academic achievement. Teachers worked primarily in isolation from one another. School administrators made management decisions. Today, schools share responsibility for student achievement. Teachers regularly team with their colleagues and serve on numerous school governance and management committees. These changes have increased teacher workload and time spent working with colleagues.

Time

The District is committed to reorganizing the Opening Week schedule to provide more in-building time for teachers to work individually and together. It is understood that the schedule for Opening Week will include a majority of teacher directed time for individual preparation and group planning.

Workload

In addition to the issue of time, the Federation and District explored ways to reduce unnecessary paperwork without compromising the professional responsibilities of teachers. These discussions led to the elimination of the loss of credit report forms at the secondary level and the sub skill grading option for the elementary report cards in grades two – six. The District and Federation are committed to working together to revise and improve the current elementary report cards, including the K-1 reporting systems.

Site-Governed Schools

Minnesota Statute 123B.045 on Site-Governed Schools presents an opportunity to create innovative school environments for the purpose of ensuring greater student success. During the spring of 2012, the Parties agree to re-convene the Site-Governed Schools committee in order to review progress, discuss how to support applicants in completing the application process and agree upon methods for the distribution of information about the application process. The committee will provide a report and recommendations about these issues to the Superintendent and the SPFE Executive Board no later than May 1, 2013.

STATEMENTS OF INTENT (continued)

Summer School Labor Management

The Federation and the District agree that the Professional Issues Committee will address the following concerns regarding Summer School and After School Programs during the 2013-2014 and 2014-2015 school years:

- The After School Programs and Summer School calendar
- Working Conditions
- Substitutes
- Class sizes and structure
- Daily Schedules

Timeline for Settlement

The District and the Federation affirm that collective bargaining is one of the most important processes for ensuring that our schools are ready to meet the needs of students and families. Negotiating a contract in a timely manner demonstrates the value of that process. Important assignments require a due date in order to reflect the significance of the work being accomplished. Therefore, the parties mutually commit to the goal of settling collective bargaining agreements no later than January 15 of each even numbered year.

Enrollment Preference

The District and SPFE value racial, geographic and socio-economic integration and equitable school choice. 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 that district employees provide, the District will make reasonable efforts to accommodate a School Enrollment Choice Preference for all district employees.

In alignment with the 2021-2022 school choice year, District administration will work with the Board of Education (BOE) policy work group to recommend a District Policy that provides a school choice enrollment preference for all district employees. At such time as a BOE policy is adopted, the SPFE Teacher Contract enrollment preference will sunset.

In the case that BOE does not adopt a policy for school choice enrollment preference for all district employees, EAs and SCSPs will be given this preference along with teachers for school year 2021-2022. Current contract language given enrollment preference to members of the teachers unit, will continue for the 2020-2021 school year school choice enrollment process.

Standardized Testing

During negotiations for the 2013-15 contract, the District and the Federation engaged in discussions about standardized testing. The parties agree that many different types of assessments can be useful in meeting the needs of students and improving teachers' professional practice. The District and the Federation mutually agree that standardized testing must primarily support teaching and learning for all of our students. The parties further agree that important learning time is lost each school year due to preparation for and administration of standardized tests.

The District's Racial Equity [Policy](#) (101.00) obligates both parties to agree to efforts aimed at raising achievement for all students, reducing gaps between the highest and lowest performing student groups, and eliminating the racial predictability of low achievement. Both parties recognize that large-scale standardized assessments provide important data to monitor overall student achievement, the progress of our student groups, and the District's progress in eliminating racially predictable outcomes.

STATEMENTS OF INTENT (continued)

Standardized Testing (continued)

Given that the nature and role of standardized testing in Minnesota is undergoing significant transformation, the District and Federation agree to continually review the ongoing developments and the implications for Saint Paul, including, but not limited to the implementation of state-administered computer-adaptive assessments, the ability for the assessments to provide information to improve teaching and learning, and the use of assessments to support college and career readiness. As part of the District's annual work to reassess the standardized tests administered to St. Paul children, the parties will work, through a subcommittee of the Professional Issues Committee (PIC), to review the standardized assessments currently used in the St. Paul Public Schools and to achieve a goal of reducing by 25% the amount of teaching and learning time lost to the preparation for and administration of standardized tests by the start of the 2015-16 school year. For the purposes of this goal, the baseline year for measuring achievement of this goal is the 2012-2013 school year. Subcommittees of the Special Education PIC and the English Language Learners PIC will conduct this work for standardized assessments used in special education and ELL respectively. Additional members, beyond those already appointed to these committees, may be appointed to these subcommittees to ensure that adequate professional expertise is available during each subcommittee's work.

The Professional Issues subcommittee on assessment will also review new developments in assessments, particularly those designed to offer different measures of student engagement and culturally relevant practice. If the subcommittee identifies promising instruments, the Professional Issues Committee will discuss methods to identify classrooms or building(s)/program(s) to voluntarily pilot the instruments. The purpose of the pilot will be to determine the validity, usefulness, and cultural relevance of these new standardized tests.

Both parties agree to work together to influence state and federal policymakers regarding large-scale standardized testing requirements, the quality and use of standardized assessments in service to teaching and learning, and to eliminate the misuses of these tests.

Commitment to School Integration

The Board of Education, Independent School District No. 625 (hereinafter "District"); and the Saint Paul Federation of Educators, Local No. 28 (hereinafter "Federation") exclusive representative for teachers, educational assistants, and school and community service professionals convened an Integration Task Force from November 2016 - December 2017 to make recommendations about the integration of the St. Paul Public Schools. The Integration Task Force released a report with recommendations in December of 2017.

- 1. Saint Paul Public Schools and SPFE agree to the belief that Integration is the inclusion of different racial, socioeconomic and ethnic groups to remove the legal and social barriers that perpetuate disparities in student achievement. Integration values multiple perspectives and practices within curriculum, staffing, and decision making, within the school and district that serve the purpose of eliminating educational inequities. Integration is more than just diversity and racial desegregation (count the people); it is inclusion and belonging (the people count). It is foundational for equal and equitable access to educational resources for all students.**

Commitment to School Integration (continued)

- 2. The parties agree to continue the work of the Integration Task Force by creating a project work team that will focus on incorporating the recommendations from the Integration Task Force report into the District's Operational Plan, Envision SPPS. The work team will begin its work by April 30, 2020. The project work team will be composed of a number of members to be mutually agreed upon by the parties with the Board appointing half the members and the Federation appointing half the members subject to the requirement that the majority of the members of the committee will be parents, community members, and representatives of organizations concerned with issues of racial equity and school integration. The immediate charge of this work team will be:**
 - a. Community Engagement: To establish a community engagement plan to share the Integration Task Force report and gather community feedback and input on next steps by December 31, 2020.**
 - b. District Engagement: To work with the Board of Education, District administration, and District staff to do a thorough review of the Integration Task Force report and identify areas of agreement from the findings (pages 7-9 of the report) and recommendations (pages 24-30 of the report) that can be implemented in SPPS by December 31, 2020.**
 - c. Strategic Planning: To create a long-range plan with time frames based on the community engagement and district engagement meetings to integrate SPPS and individual schools. An update on the work of the work team will be presented to the School Board and SPFE Executive Board prior to the end of the 2020-2021 school year.**

STATEMENTS OF INTENT (continued)

School Climate and Safety

SCHOOL CLIMATE: The District and Federation jointly affirm that maintaining an engaging, safe and secure environment is essential for teaching and learning to occur. Students cannot function effectively if they do not feel safe in schools and do not have positive relationships with the teachers and other adults in the building. Teachers cannot provide the highest level of instruction and engagement to promote increased student achievement if there are frequent disruptions by students. We jointly recognize the need to work toward safe schools that are free from weapons, drugs, bullying, violence, prejudice, discrimination, and disruption. To that end, the District and Federation are committed to positive and consistent discipline protocols within our schools. We acknowledge that consequences must exist for behaviors that threaten the safety of others and interfere with learning. Together we are committed to promoting practices that support positive relationships and strengthen school climate to minimize interruptions in student learning. The District affirms its intent that the principles and procedures established in the Student Behavior Handbook: Rights and Responsibilities shall be applied consistently and equitably throughout Saint Paul Public Schools. The Federation affirms its support for the implementation of positive behavioral interventions and supports consistent with the Student Behavior Handbook: Rights and Responsibilities.

To foster systemic implementation of positive behavior interventions and supports, the District will provide assistance to schools in the development, implementation, and evaluation of school wide approaches. School principals and SPFE building stewards will create School Climate Improvement Teams (SCITs) (distinct from Pupil Problem Committee) or any existing or otherwise named committee that functions as described in this statement shall satisfy the requirement that a building has a SCIT. Examples of such teams include, but are not limited to the School Climate Improvement Teams (SCIT), Student Assistance Teams, and Positive Behavior Interventions and Supports Teams.

These teams will be composed of teachers, a licensed administrator (the principal or assistant principals), paraprofessionals, and other staff members in the building and may include students as appropriate. Students, parents and members of the community may be nominated by teachers and administration. Student, parent and community membership of the committee must be proportionate to and representative of the student population served by the building. Student, parent and community members of these committees may be present at all meetings of the committee except those portions of meetings where private student data is discussed. Any interested staff member should be given the opportunity to participate on the team, although the principal may limit the size of the team to ensure the team functions as intended. Membership on this committee will fulfill the requirement for committee participation for professional staff members.

This school level team will be charged with the following tasks:

1. Develop site-specific plans to promote a positive school climate and high standards of student conduct;
2. Review data on school wide climate trends, identify root causes, potential solutions and interventions, and recommend improvement to the building-wide plan;

STATEMENTS OF INTENT (continued)

School Climate and Safety (continued)

3. Monitor the application and provide feedback to district administration on enforcement of the responses detailed in the Student Behavior Handbook: Rights and Responsibilities (boe.spps.org/POLICYMANUAL) and site specific discipline protocols, the Student Conduct Guide and site-specific procedures to ensure that all staff administrators, teachers, paraprofessionals and others consistently maintain high standards and expectations for all students. Teachers who believe appropriate action was not taken may take their concerns to the team for further discussion. As a last resort, if the team and the principal cannot resolve the issue, the matter may be appealed through the grievance procedure up to the Superintendent for final resolution;
4. Request to be designated as a Restorative Practice School by May 1 of the preceding school year if they desire their school to be so designated.

SCITs, or any existing or otherwise named committee that functions as described in this statement shall satisfy the requirement that a building has a SCIT, will be encouraged to apply inclusive meeting practices, such as meeting at times accessible to parents and providing translation services and daycare for families. The Office of Family Engagement and Community Partnerships will provide necessary translation services and childcare for families not to exceed \$50,000 each school year during district-wide SCIT meetings, or any existing or otherwise named committee that functions as described in this statement.

SCITs, or any existing or otherwise named committee that functions as described in this statement, may meet over the summer months to prepare for the upcoming school year. Teachers who participate in summer SCIT meetings outside of the contract year will be paid at the Instructional Assignment rate in Appendix D. The district will budget not to exceed \$10,000 for this purpose.

Parents serving on SCITs, or any existing or otherwise named committee that functions as described in this statement, will have the opportunity to take part in SPPS foundational equity training.

In order to support, maintain, and reinforce a positive school climate, the Federation acknowledges the importance of consistent, collective action by its members in each building.

In accordance with Student Behavior Handbook: Rights and Responsibilities all staff will teach, model, practice, and reinforce expected behaviors throughout the school year. Additionally, members will follow site-specific policies and plans to promote high standards of student conduct.

The District and Federation agree to annually review aggregate data on student conduct at a Spring meeting of the Professional Issues Committee and to discuss ways to strengthen and improve system wide implementation.

NOTIFICATION OF VIOLENT STUDENT BEHAVIOR: The District will comply with all applicable laws and regulations relating to the notification of staff about violent student behavior.

STATEMENTS OF INTENT (continued)

Responsible Banking and Contracting Services

During negotiations of the collective bargaining agreement for 2015-17, the Board of Education (BOE), Independent School District. No. 625 (hereinafter "District"); and the Saint Paul Federation of **Educators**, Local No. 28 (hereinafter "Federation") exclusive representative for teachers, had discussions about responsible district banking and contracting services. This statement of intent represents the shared views of the parties.

The parties agree that Saint Paul Public Schools (SPPS) students, families, and staff may ultimately be impacted by community banking and contracting services. The parties further agree on the following shared values:

1. That district banking contractors should engage in responsible banking practices that, among other things, include practices that will, consistent with law and contractual obligations, attempt to mitigate the impacts of foreclosures during the school year on students and their families.
2. That district banking contractors should provide earned sick time to all of their employees.

The parties recognize that these values may not be accomplished immediately and that, before changes to bid specifications and the contract bidding process take place, a broader conversation including the district's current banking contractors and other concerned members of the community must occur, and that issues, such as the budget implications of changes need to be fully understood.

In support of this statement of intent, the parties agree to the following:

Convene a Banking and Contracting Service Task Force, during the 2016-17 school year, to provide recommendations to the Board of Education.

- The task force will be composed of a number of members to be mutually agreed upon by the parties with the BOE appointing half the members and the Federation appointing half the members subject to the requirement that the majority of the members of the committee will be parents, community members, and representatives of organizations concerned with these issues with an equity lens.
- The task force will meet on a schedule to be determined by the members of the task force. Task force meetings will be open to members of the public and will be scheduled on weekday evenings in order to facilitate attendance by members of the public at meetings.
- The task force shall make their recommendations to the BOE by the end of the 2016-17 school year.

In 2017-2018, the Board of Education will review the District's business services portfolio to address responsible banking and contracting practices and procedures, consistent with the recommendations of the 2016-17 Banking and Contracting Service Task Force.

STATEMENTS OF INTENT (continued)

English Language Learner Placement and Testing

The District and Federation agree to work collaboratively to increase ELL students' access to quality instruction and services. Furthermore, the parties agree that it is the responsible of all teachers to serve students with Limited English Proficiency (LEP) as ELL programming is supplemental and not intended to supplant core instruction for ELL students.

To that end, beginning summer of 2016 the parties agrees to jointly review current ELL programming and practices including, but not limited to:

- an external audit of the current programming model
- convene a team of teachers, parents, regional and/or national experts to make recommendations on appropriate co-teaching practices for ELL students and programming for SLIFE students
- Regular presentations at ELL PIC to monitor progress and adjust focus as needed

Furthermore, the district commits to the following actions to enhance placement and assessment of ELL students:

- ELL student services and scheduling decisions will consider students' ACCESS CPL (composite proficiency level) and teacher recommendations.
- Institute a SLIFE (Students with Limited or Interrupted Formal Education) "flag" designation in Campus system. SLIFE will be defined according to the LEAPS ACT, Minnesota Stat §124D.59 .
- Develop a screening process to determine if students qualify for SLIFE status, to be implemented at the Student Placement Center beginning in the 2016-17 school year.
- The ELL Professional Issues Committee will create a graduation pathway subcommittee that will jointly work on designing and instituting an alternative "Newcomer Path" to graduation/transfer/job training for secondary SLIFE students.
- In order to limit service interruption to ELL students, ACCESS 2.0 administration will not be limited solely to ELL teachers, but may include district TOSAs, EAs/TAs or other staff.

Recess

It shall be the intent of the District for sites to provide at least 20 minutes of recess per school day to all Pre-K through grade 5 students. Students must also be given a reasonable amount of time to eat lunch.

STATEMENTS OF INTENT (continued)

Collaboratively Seeking Full Funding for Racially Equitable Schools

Whereas: State funding for public education in Saint Paul has, compared to inflation, declined by over **\$1,600** per pupil since 2003 while the needs of our students have increased; and

Whereas: Businesses choose Minnesota, and Saint Paul specifically, because our community offers a high quality of life, and a highly-educated workforce that exists because of our long history of strong support for public education; and

Whereas: There exists mutually desirable programs and services that both sides agree can advance the educational experience for students at SPPS that cannot be fully funded with dollars in the current district budget; and

Whereas: Our shared goals include working toward eliminating the school-to-prison and school-to-deportation pipelines, as well as the racial predictability of educational outcomes. Public education is at the heart of our democracy and there has never been a more critical time to invest in preparing our children for their roles as citizens in our society and for the lives and challenges in their futures that we do not yet know; therefore

Be it Resolved that: The Saint Paul Board of Education and the Saint Paul Federation of **Educators** will collaborate to secure additional support for Saint Paul Public Schools by:

- 1. Leadership of SPPS and SPFE will form a working committee by May 1, 2020 to lead discussions with potential partners and start the process of drafting an agreement to seek and secure a minimum of one agreement for payment in lieu of taxes to the St. Paul Public Schools with major local healthcare and/or higher education not-for-profit corporations.**
- 2. SPFE and SPPS leadership will jointly coordinate efforts to conduct outreach and share information with members of the Minnesota Legislature and their respective staff. The purpose of this collaboration is to seek support for increasing the amount of state aid received by Saint Paul Public Schools and includes annual inflationary adjustments. SPPS district leadership and SPFE leadership agree to schedule one day during each legislative session to encourage participation in lobbying efforts at the State Capital coordinated in a manner not to interrupt with regularly scheduled school days.**
- 3. In the 2020-21 calendar year, SPPS and SPFE will initiate a community impact study on charter schools in our community. The results of the report will inform both parties in the creation of possible recommendations to the Board of Education. Parties will jointly call for a moratorium on new charter schools in Saint Paul until the study is complete and has been reviewed.**

That Memorandum of Agreement will say the following:

SPPS and SPFE jointly support a moratorium on new charter schools in Saint Paul until a study is completed and has been reviewed for impacts on our students and community. The parties acknowledge that the SPPS Board of Education does not have the authority to directly limit charter schools.

- 4. SPPS and SPFE agree that increasing district enrollment increases the amount of state aid received by the district. Both parties agree to partner on efforts to increase student enrollment and collaborate to develop a plan to recruit families into SPPS with the Enrollment Advisory Task Force, which includes SPFE membership, district leadership, parents and community members. SPPS and SPFE will jointly review data from families who have left the district.**

STATEMENTS OF INTENT (continued)

Teaching Not Testing

During 2013-15 contract negotiations, the District and Federation agreed that different types of assessments can be useful in meeting the needs of students and improving teachers' professional practice. The District and the Federation mutually agree that standardized testing must primarily support teaching and learning for all of our students. The parties further agree that important learning time is lost each school year due to preparation for and administration of standardized tests.

The District and Federation acknowledge the potential bias in solely relying on standardized assessments to measure student achievement. The parties agree to work together to utilize assessments that represent the multiple ways in which students can demonstrate their learning. Additionally, the District and Federation agree to participate in regional and national conversations that advocate the over-reliance on standardized assessments, reduction of time, the promotion of multiple forms of evidence of student learning to determine school quality and accountability.

The District will post online parent/guardian refusal forms and guide that parents can easily access and fill out. This form will be translated into the five most prolific languages spoken in the district (English, Hmong, Karen, Somali and Spanish). We recognize that many of our families do not have easy access to this information. The District will ensure alternative learning opportunities are available for students who refuse any standardized testing.

The District's Racial Equity Policy (101.00) obligates both parties to agree to efforts aimed at raising achievement for all students, reducing gaps between the highest and lowest performing student groups, and eliminating the racial predictability of low achievement. Both parties recognize that using data to monitor overall student achievement, the progress of student groups, and the District's progress in eliminating racially predictable outcomes is important and agree to work together to determine the best assessments to accomplish this goal.

The parties agree to continually review the implementation of state-administered computer-adaptive assessments, the ability for the assessments to provide information to improve teaching and learning, and the use of assessments to support college and career readiness. As part of the District's annual work to reassess the standardized tests administered to St. Paul children, the parties will work, through a subcommittee of the Professional Issues Committee (PIC), to review the standardized assessments currently used in the St. Paul Public Schools and to achieve a goal of further reducing the amount of teaching and learning time lost to the preparation for and administration of standardized tests and to develop communication protocols related to the district standardized assessment calendar, particularly at the building level to be used across the District and with stakeholders. Teachers may share with parents and students that they have a right to refuse. Subcommittees of the Special Education PIC and the English Language Learners PIC will conduct this work for standardized assessments used in special education and EL respectively. Additional members, beyond those already appointed to these committees, may be appointed to these subcommittees to ensure that adequate professional expertise is available during each subcommittee's work.

Teachers will not be directed to administer or monitor standardized testing during their prep period. Teachers who administer or monitor standardized testing during preparation time will be compensated at the loss of preparation time rate. Failure to provide a teacher with sufficient duty time, exclusive of preparation time, for the administration or monitoring of all required standardized testing, will entitle teachers to compensation at the loss of preparation time rate.

STATEMENTS OF INTENT (continued)

Teaching Not Testing (continued)

Building TOSAs may help administer assessments when requested by the building principals.

If training is required for teachers to administer testing, required trainings outside of the work day will be paid according to the staff development rate of pay. The time paid will be based on the time allotted for completing the training.

Elementary Specialists

The District and Federation recognize that our elementary specialists deliver curriculum and services to our students in a variety of content areas that are vital to educating the whole child. It is the administrator's responsibility to ensure that all teachers get a 50 minute preparation period and the appropriate materials required to instruct students. For these reasons, the parties have agreed to the following:

1. During opening week, elementary specialists will submit to their principals a supply list with costs attached to resupply the curriculum materials required for instruction of their content. **For each individual specialist, a minimum \$100 will be budgeted for classroom expenses.** Should additional required curricular materials be needed during the year, the teacher can submit a supplemental list to the principal for ordering.
2. To effectively fund innovation the Office of Fund Development will organize opportunities for staff to seek additional/external resources. SPPS and SPFE will work collaboratively to identify a reasonable list of viable sources of revenue.
3. In accordance with the adopted "District/Department PLC Offerings for SY17-18" Teacher Development and Evaluation agreements; Principals/supervisors should have a meaningful discussion with each educator about which PLC would be the most productive for the educator and their professional growth in their content area that will impact student learning.
 - a. Elementary specialists may attend a PLC in their content area, instead of a school level PLC with prior approval from their principal/supervisor. If disagreements arise, the teacher should immediately contact the district content lead to resolve.
 - b. Specialists are excused from two of the maximum of four principal directed meetings per month to compensate for attending a district PLC.
4. Prep periods for specialists will not be split into more than two sections or be provided in increments of less than 25 minutes.
5. If district-wide PD is being offered in the specialist's content area on a district professional development day, the specialist may be permitted to attend that PD in lieu of building PD, with prior approval from their principal/supervisor. If disagreements arise, the teacher should immediately contact the district content lead to resolve.

MEMORANDA OF AGREEMENT/UNDERSTANDING

Regarding

Class Size

Early Childhood Special Education Birth to Three Workloads

Restorative Practice

Adult Basic Education Teachers – Ratio of Contracted to Hourly Staff

Early Childhood Education

Supporting English Learners

Hmong Dual Language

Contract Teachers as Substitutes

Dual Language Immersion

MEMORANDUM OF AGREEMENT

Regarding: Class Size

District Policy 101.00 (Racial Equity) obligates the District and Federation to agree to initiatives aimed at raising achievement for all students while closing gaps among different groups of students and eliminating the racial predictability of disparate academic outcomes.

Class sizes in elementary will, on average, per grade level in each school, be within the class size **average** indicated below and will not, in any individual classroom, exceed the cap designated below. The class size, on average, for secondary teachers for 6-8 or 9-12 shall not exceed the average and shall not, in any individual classroom or class period, exceed the cap designated below. The following content areas in secondary schools shall not be subject to these limits: Vocal Music and Instrumental Music.

Top 30 SPPS sites with the highest F/R %.*	<u>Average/Teacher</u>	Cap
PreK	20	20
K	24	25
1-3	25	26
4-5	28	30
6-8	34	36
9-12	36	38
Remaining SPPS sites		
PreK	20	20
K	26	27
1-3	27	28
4-5	29	31
6-8	36	38
9-12	38	40

*Any schools that are tied for the final spot shall all be included.

In certain programmatic circumstances, e.g. Science Labs, building administrators will support a safe and effective learning environment by utilizing various strategies to reduce the number of students working in lab on a given day. A possible solution:

- A teacher could split their class, with one half in the lab and the other half working on other material under the supervision of a teacher or a substitute teacher.
 - If teachers volunteer to participate, the principal will compensate the teachers for a lost prep period to work with a portion of the class not doing lab work that day.
 - Principals could hire a substitute teacher for the two days to work with the portion of the class not doing lab work that day.

Memorandum of Agreement :Class Size (contined)

Class Size Committee

The parties acknowledge that circumstances could arise where exceptions to the above class size averages or caps may be made. Such cases may include efforts to keep families together, enrollment patterns, population shifts, a decrease in state or federal funding, an unusual variation between school enrollments at different grade levels or to allow the district to avoid creating split grade level classes. If class sizes are approaching or exceeding class size averages or caps a committee shall be formed. The committee shall be composed of the following members:

- The school's principal
- Assistant Superintendent-(if not able to attend, the Asst. Supt. will appoint a representative to attend)
- A teacher from an affected classroom or other staff in the affected license area
- The building steward OR another licensed staff person appointed by the Federation
- Two (2) parents, to be appointed by the school's PTA or PTO (If there is no active PTA or PTO, the parents will be appointed by the principal and the building steward. If the principal and steward are unable to agree on two parents to appoint, the principal will appoint one parent and the steward will appoint the other.) Lack of parent involvement will not preclude the committee from developing recommendations.

The committee shall meet as needed to review class size data for the classes approaching or exceeding class size averages. In circumstances where exceptions to the agreed upon cap are necessary, due to the reasons listed above, the committee shall determine strategies to provide additional classroom supports, other mitigation strategies, and make recommendations to Student Placement on long-term strategies.

The Federation agrees not to grieve such an exception, when approved by a majority of the committee, for the remainder to the school year for which the exception is made only if the committee's recommended remedies are implemented within thirty calendar days after the meeting. All exceptions expire at the end of each school year.

When additional support staff need to be added based on any of the preceding paragraphs, the assignment or new posting will take place within five school days of the classroom exceeding the cap. Placement of newly identified support staff must take place within 20 school days of the posting, contingent upon candidate availability. If a support staff is not hired within 25 work days a short term teacher substitute will be placed into the classroom pending the assignment of the support staff.

Teachers will not be asked to exceed these limits individually. The issue must be brought to the class size committee for resolution.

Enforcement

The Federation agrees not to grieve such an exception, when approved by a majority of the committee, for the remainder to the school year for which the exception is made only if the committee's recommended remedies are implemented within thirty calendar days after the meeting. All exceptions expire at the end of each school year.

The parties agree to submit any disputes not resolved after Step Two of the grievance process to grievance mediation and reach a resolution through grievance mediation.

District Class Size Committee

The District Class Size Committee, made up of equal, joint membership of **SPFE** and **SPPS**, will convene.

Memorandum of Agreement :Class Size (contined)

This committee will provide the Superintendent with programmatic recommendations to address classes/sections that exceed class size caps.

The committee will meet to decide the best way to assess the impacts of class size. Possible areas of impact study might be the following:

- Student Achievement - What measurable and relevant impacts has class size had on the achievement of students in the district.
- Fiscal Resources - What measurable and relevant impacts has class size had on the financial health of the district.
- Enrollment - What measurable and relevant impacts has class size had on the enrollment of the district.
-

This Memorandum of Agreement shall be in effect for the duration of the 2019-21 labor agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF EDUCATOR
LOCAL NO. 28

Chair, Board of Education

President

Executive Director of Human Resources

Organizer

Assistant Director, Employee/Labor Relations

Organizer

Date

Date

MEMORANDUM OF UNDERSTANDING

Regarding: Early Childhood Special Education Birth to Three Workloads

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District"); and the Saint Paul Federation of **Educators**, Local No. 28 (hereinafter "Federation") exclusive representative for teachers. It is entered into for the sole purpose of establishing appropriate workloads for the Early Childhood Special Education Birth to Three Program and in recognition of the collective efforts in Special Education Professional Issues Committee to address workload concerns unique to the program.

By agreeing to this memorandum, the Federation recognizes that the District is not waiving its managerial rights regarding staffing, nor establishing a precedent beyond the program acknowledged within. The parties agree that any disputes over the provisions of this memorandum are grievable up to Step Three of the grievance process.

Birth to Three assignments for staff shall not exceed 35-40 points based on the following weighted formula.

Weekly Factor	Value
Parent Groups	3.00
Team Meeting	1.50
Lunch	2.50
Billing	1.50
Due Process/Prep	0.75
Case Manager (CM) w Eval (C or B)	3.00
Non-CM w Eval (C or B)	2.00
CM & weekly visit (30-33)	2.00
CM & 2-3 x per month (16-29)	1.00
CM & 1 x per month (15)	0.75
Non-CM & weekly visit (30-36)	1.50
Non-CM & 2-3 visits per month (16-29)	0.75
Non-CM & 1 x per month visit (15)	0.50
4-8 visits per year	0.25
1-3 visits per year	0.10

The District and the Federation agree that this MOA shall remain in effect until the parties agree to discontinue it.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF
EDUCATORS LOCAL NO. 28

Chair, Board of Education

President

Executive Director of Human Resources

Organizer

Assistant Director, Employee/Labor Relations

Organizer

Date

Date

MEMORANDUM OF AGREEMENT

Regarding: Restorative Practices

Restorative Practices are a transformative approach to shifting school climate through a lens of equity and social justice. Restorative Practices at their center seek to create equitable, inclusive relationships and restore those relationships when harm occurs.

The District and the Federation acknowledge the importance of creating a positive climate and culture in every school that is conducive to learning. All stakeholders, (staff, families, students and community members) play a role in creating this positive school climate. We are committed to creating safe, inclusive, and positive environments that support academic, behavioral, and social-emotional success for all students.

The District and the Federation believe that:

- Given the diversity of Saint Paul Public Schools, no one approach can meet the needs of every school. Students and schools are well served when there is a multi-tiered system of support to meet the needs of the staff, students and families, utilizing **culturally relevant** PBIS Framework, Trauma Informed Practices and a menu of Social Emotional Learning (SEL) supports.
- Staff and students must experience emotional and physical safety in our schools.
- Building and nurturing strong relationships is foundational to all our work.
- School communities are happier, more cooperative, productive, and likely to experience positive changes in behavior when all members of that community work together to problem solve and have a voice in decisions.
- A restorative school culture values the education of the whole child, prioritizes the establishment of a relational community and re-affirmation of connection particularly when harm occurs and promotes multiple perspectives by empowering parents/family, students, and educators to view themselves as and to act as leaders.
- Barriers to learning in our schools can only be solved when all involved share responsibility and are prepared to work together.

Moreover, Restorative Practices are ways for a school community to build relationships, problem solve, and learn. In this approach, relationships are the most important way we learn about the world and ourselves. A Restorative Practice school and community **embody in both belief and practice that:**

- Everyone in the school community is good, wise, and powerful.
- We are all connected to one another.
- All of us want to be in good, healthy relationships with others.
- We all have talents and gifts we bring to school.

It takes **personal commitment**, time, habits, and support to build and maintain positive relationships, practices, impulses and mindsets that nurture positive relationships.

SECTION 1. Exploration, Commitment and Practices that move towards District-Wide Restorative Culture

The District and the Federation share the value of restorative culture in our schools and believe that transformational shifts to include multiple perspectives and cultural means to restore relationships and community holds significant promise as a means to achieving safe, culturally respectful, equitable and just places.

The district commits to have all senior leaders participate in the following professional restorative practice experiences either all at once, or one day quarterly during the 2020-21 school year:

- **Circle 1: 4 days Introduction to Community Building Circles, inclusive of Introduction to the Restorative Questions.**

MEMORANDUM OF AGREEMENT: Restorative Practices (Continued)

The parties have agreed to a process for development and support for the implementation of restorative practices in SPPS schools for the 2016-2017 (6), 2017-2018 (3), and 2018-2019 (3) school years. The parties further agree that the sustained support for 3 years of funding for each of those sites demonstrates a commitment to measuring movement towards whole school implementation via sound evaluation methods and an equity of experience for each community.

The District will fully fund: a 1.0 FTE Licensed staff to be the Restorative Practices Program Coordinator to work in a collaborative partnership with **SPFE**, all district employee groups, and schools in restorative practice development. The Restorative Practices Coordinator will report to the designated district administrator.

The Restorative Practice Program Coordinator and the Saint Paul Federation of **Educators'** Professional Development Leadership Team will work collaboratively with local restorative practice community experts to **continue to** develop curriculum and training modules for the following purposes:

- To train school communities implementing restorative practices,
- To train individual **educators** who would like to implement restorative practices in their classrooms,
- To train parents and community members on restorative practices,
- To train trainers within SPPS and from community partners to conduct trainings for the above listed purposes.

Saint Paul Public Schools will establish a budget of \$250 per staff member for buildings in RP Pilot or RP Sites for onboarding and professional development, up to \$125,000. These funds will be overseen jointly by the Office of School Support and the Saint Paul Federation of Educators.

The District will fund the necessary materials, community partnerships (e.g. circle keepers), evaluation supports and other logistical coordination to ensure the delivery of all approved restorative practice trainings for the 2018-2019, 2019-2020, and 2020-2021 school years. Saint Paul Federation of **Educators** will develop and offer a series of training courses to support the transition from teacher and licensed staff, SCSP or EA to RP coach and/or circle keeper during the 2018-2019, 2019-2020, and 2020-2021 school years. The Saint Paul Federation of **Educators** also commits to offer 100 hours in RP training each school year at some cost to attendees, and with trainer, location, and material costs at **SPFE's** expense.

The district will allocate \$40,000 to compensate trained circle keepers to provide the necessary support when significant harm occurs at a school site or the need for healthier patterns or habits of professional community are warranted.

The Federation and District will convene monthly over the course of the 2019-20 and 2020-21 school year to determine the protocols, practices, staffing needs, as well as human resources needs with Restorative Practices.

SECTION 2. Continued District Support for Current Restorative Practices Sites

The parties have agreed to the following:

- Current pilot sites will submit a renewal application yearly and seek approval of plan by the Restorative Practice Steering Committee.
- All budget allocations will be determined by the last week in March each year.
- Implementation plans will be reviewed and approved by the Restorative Practice Steering Committee.
- Pilot schools in Year **2** and **3** may dedicate **“building time”** on professional development days with work in alignment to their RP implementation plan. If identified implementation plans involve professional development that can be achieved outside of these days, it is at the discretion of the RP site lead and Principal.

MEMORANDUM OF AGREEMENT: Restorative Practices (Continued)

During the 2019-2020 school year, the District will maintain support for six (6) pilot sites in the amount of \$900,000 and in 2020-2021, three (3) pilot sites in the amount of \$450,000 will be maintained. The allocated funds will be awarded for the express purpose of supporting restorative practice implementation plans. (See table below)

School Year	Description	Total Cost/Detail
2019-2020	Support for 6 continuing pilot sites Expand the role of RP across SPPS through strategic alignment with the district Strategic Plan. Annual budget process will occur with final approval by the BOE.	\$900,000
2020-2021	Support for 3 continuing pilot sites	\$450,000

Beginning in 2020-21 school year, the district will be committed to the following;

- **To ensure Restorative Practices readiness and initial implementation, the District will provide up to \$20,000 to assist up to 2 buildings each year; money will be allocated on a weighted basis depending on the number of staff, to build the capacity and skills of existing staff to implement and modify their practices, and is contingent upon available funding.**

- **Maintaining an RP Coordinator for sites that have had 3 years of RP implementation, demonstrated an active commitment to implementing principles-centered, whole school restorative practices by participating in annual reflection and evaluation processes and reaching fidelity of implementation thresholds. Additionally, the school principal, assistant superintendent, district RP coordinator and external program evaluator will make the final staffing decision, contingent upon available funding.**

- **Providing a RP Coordinator for 3 years at sites that have completed the district readiness process, contingent upon available funding.**

The District commits to:

- **Applying for a Mid-Phase Education Innovation Research Grant from the Federal Department of Education, when RFP is posted.**
- **Applying for two additional grants annually (each being for at least \$100,000) to invest in and grow Restorative Practices in our district, including but not limited to a Mid-Phase Education Innovation Research Grant from the Federal Department of Education. Quarterly meetings with the president of SPFE, Director of Office of School Supports, and leadership of the Grants Office of SPPS will occur for the purpose of reviewing prospective grant opportunities.**

MEMORANDUM OF AGREEMENT: Restorative Practices (Continued)

SECTION 3. Restorative Practice Steering Committee.

The Federation and the District will maintain the Restorative Practice Steering Committee.

- The committee will be comprised of no more than 15 individuals; no more than eight (8) appointed by the Federation and no more than seven (7) appointed by the District, with a minimum of five (5) secondary students appointed in total. Appointees shall include but not be limited to teachers, principals, students, family members, and community members.
- Notwithstanding the limit of 15 above, the committee composition may, subject to mutual agreement by the Federation and the District, grow to include representation from each pilot school site with appointees to be determined by each individual site, inclusive of student representation from each site.
- This committee, supported by the District and Federation, will work to develop:
 - A district-wide working definition of restorative practices inclusive of multiple perspectives from racial equity, gender inclusion, school climate and cultural relevance.
 - Create a long-term sustainable plan for the implementation and use of restorative practice.
 - Seek ways to align and increase the effective use not only of restorative practice, but also of other tools and techniques that together can most effectively improve the relationships between students and adults.
 - Empower the adults within the buildings to be leaders and create a system that supports a safe and positive learning environment.
 - Identify and share best practices learned from Pilot Sites on the implementation of restorative practices in future sites.
- **The restorative practices steering committee will present draft policy language for Saint Paul Public Schools in the summer of 2020 to Senior Leadership. This draft policy language will articulate a district wide commitment to exploring, installing and implementing restorative practices system wide.**
- **The restorative practice (RP) steering committee will be funded with a \$5,000 yearly budget.**

The District and the Federation agree that this MOA shall remain in effect until the parties agree to discontinue it.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF
EDUCATORS LOCAL NO. 28

Chair, Board of Education

President

Executive Director of Human Resources

Organizer

Assistant Director, Employee/Labor Relations

Organizer

Date

Date

MEMORANDUM OF AGREEMENT

Regarding: Adult Basic Education Teachers – Ratio of Contracted to Hourly Staff

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District"); and the Saint Paul Federation of **Educators**, Local No. 28 (hereinafter "Federation") exclusive representative for teachers. It is entered into for the sole purpose of setting a ratio to limit the proportion of hourly, non-contracted teachers working in the District's Adult Basic Education Program.

The District and the Federation agree that the Adult Basic Education Program is more successful when the teaching workforce is stable and experienced.

To that end, the parties have agreed to the following:

1. It shall be the intent of Saint Paul Public Schools that for every four (4) hours of instruction performed by regular, contracted teachers in the Adult Basic Education Program, there will be no more than one (1) hour of instruction performed by hourly teachers.
2. As a priority, the District whenever possible will prioritize available classroom hours for contracted teachers.
3. The District will provide quarterly updates to SPFE.
4. **This Memorandum of Agreement shall be in effect for the duration of the 2019-2021 labor agreement.**

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF
EDUCATORS LOCAL NO. 28

Chair, Board of Education

President

Executive Director of Human Resources

Organizer

Assistant Director, Employee/Labor Relations

Organizer

Date

Date

MEMORANDUM OF AGREEMENT

Regarding: Early Childhood Education

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District"); and the Saint Paul Federation of **Educators**, Local No.28 (hereinafter "Federation") exclusive representative for teachers. It is entered into for the sole purpose of establishing the expectations for District programming for preschool age children.

The District and the Federation agree that access to high-quality Pre-K for all children in St. Paul is one of the most significant steps that can be taken to close the racial opportunity gap.

To that end, the parties have agreed to the following:

1. Pre-K classrooms should be located on the first floor, convenient to bathrooms, outdoor exit and play areas, and bus/parent drop-off and pick-up zones. Classrooms should contain or be readily accessible to a hand washing area and a drinking fountain. Pre-K classrooms should be clustered with common spaces for student activities, teacher planning, and parent volunteers.
2. Pre-K classrooms should be equipped with age-appropriate toys, portable tables and stackable chairs, portable equipment with wheels, adjustable shelving and bookcases, easels, counter workspace, a sink with hot and cold running water, a carpeted storytelling/ reading area, and the ability to easily darken the room. In addition, classrooms should have adequate storage spaces for supplies, toys and equipment, including large muscle-equipment.
3. In order to minimize the spread of disease, Pre-K classrooms will have access to hot water and cleaning materials to clean toys and surfaces. In addition, any bedding must be in good condition and easily disinfected on a weekly basis.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF
EDUCATORS LOCAL NO. 28

Chair, Board of Education

President

Executive Director of Human Resources

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Assistant Director, Employee/Labor Relations

Organizer

Date

Date

MEMORANDUM OF AGREEMENT

Regarding: Supporting English Learners

SECTION 1. ELEMENTARY ENGLISH LEARNERS

In the 2020-2021 school year, the district agrees to maintain an EL teacher caseload with a weighted limit of 52, as listed in the table based on EL enrollment and proficiency levels.

WIDA Composite Proficiency Level	Student Weight
1	2
2	1.5
3	1
4	1

SECTION 2. SECONDARY ENGLISH LEARNERS

In the 2020-2021 school year, the district agrees to maintain an EL teacher caseload with a weighted limit of 52, as listed in the table based on EL enrollment and proficiency levels.

EL classes for students in Level 1 to 2 will have a class size cap of 27 students. Secondary sites that have more than twelve (12) EL students who qualify for Level 1.5 services shall offer a 1.5 EL class. Level 1.5 classes will have a class size cap of 27 students.

The FTEs in secondary must provide direct EL instruction in ELD classes and co-teaching. One primary goal of these additional FTEs is to provide EL service to eligible EL students not currently receiving EL service. Additionally, this increase in service will be accomplished without reducing support to ELs at level 1 and level 2.

The guidelines stated above will be used again in the 2019-2020 school year staffing increase and any additional 2020-2021 increases of EL staffing.

WIDA Composite Proficiency Level Secondary LA students	Minimum Number of EL Classes with a licensed EL teacher	EL Service
1.0-1.9	4	LA levels 1, 1.5, and 2 students will receive ELA in a double block, Science, and Social Studies instruction in a sheltered class taught by an EL teacher. Level 2 core classes that offer content credit will be taught by a dual-licensed EL teacher, an EL teacher who holds an appropriate variance, or co-taught. Math classes will be co-taught or taught by a content teacher.
2.0-2.9	4	

WIDA Composite Proficiency Level for SLIFE EL (Non-LA) Secondary and students meeting at	Minimum Number of EL Classes with a licensed EL teacher	EL Service

least 3 elements of the MN LEAPS Act SLIFE Definition		
1.0-1.9	3	<ul style="list-style-type: none"> Level 1, 2, and 3 students with SLIFE designation will receive 3 EL classes cohorted for Language Arts, Social Studies, and Science. These classes may be co-taught with licensed content teachers. Students will be offered schedules that include an English Language Development (ELD) section. The ELD classes should be aligned to a specific content area, taught by a licensed EL teacher, and focus on language acquisition in the four modalities of reading, writing, listening, and speaking. Level 4 students will receive 2 EL classes that may be cohorted or co-taught by teachers with appropriate licensure. If a student at level 3 or higher requests to be scheduled into non-cohorted courses, and/or requests not to be in an ELD class, these requests shall be granted. For example, a student might like the support of a cohorted ELA class but would like to be scheduled into a non cohorted science class.
2.0-2.9	3	
3.0-3.9	3	
4.0-4.9	2	

WIDA Composite Proficiency Level for Secondary ELs who are and/or US born	Minimum Number of EL Classes with a licensed EL teacher	EL Service
1.0-1.9	2	<ul style="list-style-type: none"> Level 1 and 2 students will receive two classes with an EL teacher. The classes can be sheltered or cohorted and taught by an EL licensed teacher. Accommodations must be made for students who also receive specialized services. Level 3 non LA students (including Long Term ELs) will receive 1-2 classes with an EL teacher. Students will be offered schedules that may include an English Language Development (ELD) section. The ELD classes that should be aligned to a specific content area, taught by a
2.0-2.9	2	
3.0-3.9	1	
4.0-4.9	1	

		<p>licensed EL teacher, and focus on language acquisition in the four modalities of reading, writing, listening, and speaking.</p> <ul style="list-style-type: none"> • Level 4 students non LA (including Long Term ELs) will receive 1 co-taught class, which may be cohorted if needed, taught by an EL teacher and a content teacher. This co-taught class will focus on academic content and academic language development. It will also focus on language acquisition in the four modalities of reading, writing, listening, and speaking. • If a student at level 3 or higher requests to be scheduled into non-cohorted courses, and/or requests not to be in an ELD class, these requests shall be granted. For example, a student might like the support of a cohorted ELA class but would like to be scheduled into a non cohorted science class.
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An ELD section cannot be an advisory.

In the case of an EL student who has an IEP, the IEP team (which includes the parent and student, as appropriate) will choose the best combination of courses to progress the student towards graduation. Dually identified students must be served by both EL and Special Education.

SECTION 3. EXCEPTIONS. When these requirements are not followed on a school’s master schedule, solutions will be determined by an EL schedule problems committee, consisting of one administrator, the counseling department, the EL department, and the SPFE steward or designated union representative. The goal of this committee is to ensure that all EL students are scheduled appropriately according to their level, skills, grades, credits needed to graduate, age, and that all eligible EL students receive service from an EL teacher. The committee will convene at the beginning of the school year and at the beginning of quarter three. Any resulting schedule changes for students will be communicated to students and families.

Any disputes will be resolved through the grievance process.

SECTION 4. LANGUAGE ACADEMY ELEMENTARY CLASSES. Elementary classrooms at Language Academy (LA) sites will be monitored throughout the school year to ensure accurate placement. When a Language Academy classroom reaches class size limits, the staff will do the following:

- Administrators will contact the Student Placement Center and the Office of Multilingual Learning to review the school’s Language Academy enrollment.
- MLL staff will send monthly updates to all Language Academy sites regarding changes in their Language Academy student enrollment including openings per section/grade level.

MOA Supporting English Learners (continued)

- **Student Placement will offer families a district-wide Language Academy option (e.g. Four Seasons Elementary, Humboldt High School, and LEAP High School), and encourage them to attend one of the district-wide Language Academy schools.**

SECTION 5. EL PLACEMENT

WIDA Screener and Native Language Literacy Assessment at the Student Placement Center

Completing the WIDA Screener at the Student Placement Center prior to a student starting school is critical to ensure accurate class placement and scheduling of EL students.

Students who submit enrollment applications online or by mail with Saint Paul Public Schools, will receive the following:

- **A written notification available in multiple languages will be sent to families informing them to proceed to the Student Placement Center to complete the WIDA Screener (Grades 1-12) and the SLIFE Identification assessment (Grades 7-12) prior to attending their assigned school.**
- **Follow up phone calls from MLL bilingual staff to families during the summer.**
- **Encouragement from school administrators/clerks/counselors to families complete the WIDA Screener prior to the start of the school year.**

Note: Students who register at the Student Placement Center will complete all four domains of the WIDA Screener at the Center. Staffing at the Student Placement Center will be increased as necessary to conduct these assessments.

Native Language and Literacy Assessment

SPPS views a student's home native language as an asset that should be nurtured as a skill for achieving the two goals of academic English proficiency and grade level content knowledge. SPPS Placement Center will offer the Native Language Assessment to all students who take the WIDA Screener in grades 7-12 who meet the SLIFE criteria. The results of the SLIFE screener and the Native Language and Literacy Assessment will be uploaded to Campus by staff designated by MLL and SPC so that the information is available to teachers and administrators.

SECTION 6. GRADUATION PATHWAY FOR LIFE

A six-year graduation pathway will be offered to students who need extended time to meet the Minnesota graduation requirements. The pathway will begin at Grade 9 for students. In the student's record (i.e. Campus), extended time will be designated with the suffix "E" for extended time in the grade (i.e. 9, 9E, 10, 10E). The E means the student is extending time in the grade level, but NOT repeating classes or grades. Parents and students will be informed of the six-year graduation pathway when they enroll in the district. This information will be available in writing in multiple languages at the Student Placement Center, and at their new school and will be communicated by the counselor. General education teachers, a counselor, administrator, an EL teacher, and a parent must periodically review multiple performance data points when determining the six-year option. The pathway is flexible and accounts for individual student's strengths and needs over time.

SECTION 7. LATINO CONSENT DECREE IDENTIFICATION

SPPS will institute an "LCD Flag" in the SPPS Student Information System for all students who are eligible. The Family Engagement director will work with the Office of Family and Community Engagement and OTL to add an LCD flag in Campus and ensure student flags are accurate and up to date.

MOA Supporting English Learners (continued)

SECTION 8. LANGUAGE ACADEMY DEFINITION

Students who have a WIDA Composite Proficiency Level of 1.0-2.9 shall be considered Language Academy students.

SECTION 9. ACCESS TESTING

To ensure continuity in EL services throughout the school year, the ACCESS test for EL students shall not be proctored exclusively by EL teachers or MLL Educational Assistants in either elementary or secondary schools in order to minimize disruption to delivery of EL services. Tests shall be proctored by a combination of building staff not limited to EL teachers and MLL EAs. In the event that more staffing is needed then the Office of Multilingual Learning, in concert with REA, will assist the building.

At the end of this agreement, the Parties agree to review and assess. This Memorandum of Agreement shall be effective July 1, 2020, and shall remain in effect until a successor agreement is ratified by both parties. Any changes must be agreed to by both Parties, otherwise the agreement maintains status quo.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF
EDUCATORS LOCAL NO. 28

Chair, Board of Education

President

Executive Director of Human Resources

Organizer

Assistant Director, Employee/Labor Relations

Organizer

Date

Date

MEMORANDUM OF AGREEMENT

Regarding: Hmong Dual Language

In order to allow for greater clarity and improved coordination, the District and the Federation agree to establish this memorandum of agreement. The District and the Federation agree that the development of a Hmong Dual Language program requires additional resources to be dedicated for curriculum writing and translations.

District leadership and members of the Hmong Dual Language Committee (Subcommittee of the Teacher Professional Issues Committee) will work collaboratively to establish a list of instructional and supplemental materials to support core instruction. To create broader capacity, improved sustainability and enhanced teacher support, the following will be provided:

- To support the agreed upon Hmong Dual Language Translation process, Hmong Dual Language teachers will have access to 5 days of substitute teacher time, during the school year, to work collaboratively with district staff to complete prioritized curriculum writing and translations.
- Each Hmong Dual Language teacher may access up to 5 days of summer curriculum writing and translating time, at the curriculum writing rate of pay, to work collaboratively with district staff to complete prioritized curriculum writing and translations.
- Hmong Dual Language teachers who assess literacy in English and another language will be provided up to two days of substitutes during each assessment period.

The materials and resources created will be maintained and shared through processes defined by the Hmong Dual Language Committee. The district's learning management system and cloud based storage tools will be the prioritized locations for sharing collaboratively created resources.

INDEPENDENT SCHOOL DISTRICT NO. 625

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Organizer

Date

Date

MEMORANDUM OF AGREEMENT

Regarding: Contract Teachers as Substitutes

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District") and the Saint Paul Federation of Educators, Local No. 28 (hereinafter "Federation") exclusive representative for teachers. It is entered into for the sole purpose of reducing the substitute shortage in St. Paul Public Schools.

When the total number of unfilled teacher absences in a building exceeds 50 by spring break in a school year, a full-time building substitute will be assigned no later than seven (7) days from the 50th occurrence and such assignment shall continue for the remainder of the school year and for the following school year.

At the end of this agreement, the Parties agree to review and assess. This Memorandum of Agreement shall be effective upon ratification, and shall remain in effect until a successor agreement is ratified by both parties. Any changes must be agreed to by both parties, otherwise the agreement maintains status quo.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF
EDUCATORS LOCAL NO. 28

Chair, Board of Education

President

Executive Director of Human Resources

Organizer

Assistant Director, Employee/Labor Relations

Organizer

Date

Date

MEMORANDUM OF AGREEMENT

Regarding: Dual Language Immersion

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District"); and the Saint Paul Federation of Educators, Local No. 28 (hereinafter "Federation"). In order to allow for greater clarity and improved coordination, the District and the Federation agree to establish this memorandum of agreement. The District and the Federation agree that the dual language/immersion program's rich thirty plus year history is unique and contributes to making Saint Paul Public Schools a destination district. Dual language/immersion's uniqueness comes with its own set of challenges. Therefore, in an attempt to overcome some of them, SPFE and SPPS agree to the following:

SECTION 1: Classroom Makeup

Subd. 1. The parties have a shared understanding that class size in elementary affects matriculation through middle and secondary schools. Therefore, all dual language/immersion elementary grade levels may hold their class size committee meetings by the last day of May, for the proceeding school year. The purpose of this meeting will be to review projected numbers for elementary classrooms that may agree to class size exceptions.

SECTION 2: Staffing

Subd. 1. Due to the difficulty of finding language specific personnel, the district will actively recruit open positions for dual language/immersion educators who are proficient in the language of instruction, such as:

- a. Classroom teachers
- b. Specialist / content specific teachers
- c. Educational assistants

The District and Federation agree to make exceptions to the interview and selection process to allow recruitment of external candidates for dual language/immersion programs, once an internal posting has been open for 10 business days.

SECTION 3: Professional & Curriculum Development

Subd. 1. Beginning in SY20-21, Envision SPPS will enter the "Design Phase" incorporating stakeholder engagement and will provide recommendations to ensure our dual language/immersion programs have access to necessary resources for high quality programming. Additionally, in collaboration with building administrators, site-level leadership teams will examine structures and professional development resources in creating their work plan each year.

Subd. 2. Until such time as Envision SPPS is fully implemented, SPPS will offer dual language/immersion focused curriculum writing and professional development to enhance teacher capacity and build program rigor and relevancy for long term sustainability.

A. Dual language/immersion teachers will be given 16 hours of paid collaborative work time to enhance program curriculum.

B. Dual language/immersion teachers will be given two days of paid professional development directly linked to current SPPS curricular/ program development. This will take place either at the district level or off-site workshops by reputable language specialists/ organizations.

MOA Dual Language Immersion (continued)

Subd. 3. All new district mandated initiatives that affect dual language/immersion programs must be introduced a school year in advance so that training, curriculum development, and the purchasing of resources can assure success.

Subd. 4. All dual language/immersion teachers who assess literacy in English and another language will be provided up to two days of substitutes during each assessment period.

The District and the Federation agree that this MOA shall remain in effect until the parties agree to reassess per Envision SPPS Design Phase outcomes.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF
EDUCATORS LOCAL NO. 28

Chair, Board of Education

President

Executive Director of Human Resources

Organizer

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Date

Date

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