

**SAINT PAUL FEDERATION OF EDUCATORS
PROPOSAL #6
October 7th, 2021**

MULTILINGUAL STAFFING AND SERVICES

**EDUCATIONAL ASSISTANT CONTRACT
SCHOOL AND COMMUNITY SERVICE PROFESSIONAL CONTRACT**

MEMORANDUM OF AGREEMENT

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, Educational Assistants (EAs) and School and Community Service Professionals (SCSPs). It is entered into for the sole purpose of establishing requirements related to the staff who provide services for multilingual students and families.

The parties recognize and intend on realizing the following legal requirements through the implementation of this agreement:

- Public School Districts are required to communicate information to limited English proficient parents in a language they can understand about any program, service, or activity that is called to the attention of parents who are proficient in English.
- Schools must respond to a parent’s request for language assistance.
- Schools must provide translation and interpretation from appropriate and competent individuals and may not rely on or ask students, siblings, friends, or untrained school staff to translate or interpret for parents.

The parties agree that employing more staff who possess world language fluency in more of the native languages spoken by our students and families would improve our ability to meet student needs and build family and community engagement that is respectful and culturally relevant. To that end, the parties have agreed to the following:

1. The District will hire **20** ~~40~~ FTEs of additional Bilingual Educational Assistants (EA1 or EA2) to be assigned to school and program sites to work with students and families. **Increasing the FTEs of current Bilingual Educational Assistants is also acceptable, in lieu of an equal number of new FTEs.** Candidates for these additional positions shall possess written, spoken, or both (however, written is required in EA2 only) world language fluency in one or more

non-English languages spoken by students and families served by Saint Paul Public Schools. The languages required will be established based on the recommendation of the **EL PIC, a joint collaboration of the District Office of Multilingual Learning and Office of Family Engagement**, in consultation with ~~building administrators~~, and the Federation. In the event that candidates are not immediately available to fill all new positions called for by this Agreement, open postings for the remaining fully-funded positions shall be considered sufficient District compliance with the terms of this Agreement until such time as suitable candidates for all positions can be identified and hired. When Bilingual Educational Assistants are split between schools, the school will share the EA's schedules with parents so parents know when they are available at the school.

- 2. Beginning in the 2021-2022 school year, the District will hire at least 20 FTEs of additional School and Community Service Professionals for student and family support, to be assigned to school and program sites. Increasing the FTEs of current SCSPs is also acceptable, in lieu of an equal number of new FTEs. Candidates selected for these additional positions shall possess written, spoken, or both (however, written should not be required) world language fluency in one or more non-English languages spoken by students and families served by the Saint Paul Public Schools. The mix of languages among the FTEs will be established based on the recommendations of the Office of Family Engagement and the EL PIC, a joint collaboration between the District and the Federation. In the event that candidates are not immediately available to fill all new positions called for by this Agreement, open postings for the remaining fully-funded positions shall be considered sufficient District compliance with the terms of this Agreement until such time as suitable candidates for all positions can be identified and hired.**
3. The District will establish a list of on-call interpreters for schools to access for both school-day and after-school interpreting needs, including parent teacher conferences. The interpreter's role is to facilitate spoken communication between two or more people who use different languages. Any school-based staff who are members of the School and Community Service Professionals bargaining unit, **or** Educational Assistant bargaining unit, who are not employed as interpreters but speak a second language can apply to be added to the on-call interpreter list. School-based staff shall not be pulled from their regularly scheduled duties to interpret except in the case of an emergency. On-call interpreters who interpret during breaks or for after-school events shall be paid the District interpreter rate for their services or their hourly rate of pay, whichever is greater. Employees who are not on this list should not be asked to interpret unless it is specifically part of their job description. The Special Education

Department will continue to maintain a separate interpreter list of Special Education trained interpreters.

4. The District will establish a list of on-call translators for schools to access for written translation needs. The translator's role is to translate written communications into a different language. Any staff who are members of the School and Community Service Professionals bargaining unit, or Educational Assistant bargaining unit, who are not employed as translators but write a second language can apply to be added to the on-call translator list. School-based staff on this list shall not be pulled from their regularly scheduled duties to translate except in the case of an emergency. On-call translators who translate shall be paid the District interpreter rate for their services or their hourly rate of pay, whichever is greater. Employees who are not on this list should not be asked to translate unless it is specifically part of their job description. The Special Education Department will continue to maintain a separate translator list of Special Education trained translators.

5. The District shall work with middle and secondary schools to establish a district-wide model for parent teacher conferences that staggers building conference nights to ensure the maximum number of interpreters are available for parents at each school.

At the end of this agreement, the Parties agree to review and assess. This Memorandum of Agreement shall be effective ~~July 1, 2020~~ **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.