

**DISTRICT - Saint Paul Public Schools**  
**PROPOSAL #13\_EDUCATIONAL ASSISTANTS**  
**October 28, 2021**

The District proposes to delete this article. Redesign schools is a remnant of previous federal administration regulations that have not been in effect for many years. The language is obsolete.

**ARTICLE 20. MANDATED AND VOLUNTARY SCHOOL REDESIGN IMPACTING THE TERMS AND CONDITIONS OF EMPLOYMENT**

**20.1 Introduction.**

- 20.1.1 The District and the Union 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 implement 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 Union 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 staff, 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.
- 20.1.2 For the purposes of implementing this article, any school identified by the district under 20.5 is referenced as a "Redesigned School" regardless of other terminology used by the district, state or federal government to identify these schools.
- 20.1.3 Redesigned Schools shall remain within the District and employees shall maintain their representation by the Federation.
- 20.1.4 It is the intent of the Parties that teachers, educational assistants 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.
  - 20.1.4.1 The parties agree to meet and discuss the inclusion of educational assistants within the first month of a redesign process being initiated by either the District or the teachers.
- 20.1.5 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. In the event both parties agree that a change in federal or state law necessitates a reconsideration of this subdivision the parties are free to reopen negotiations on this article alone. This article 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.
- 20.1.6 Nothing within this Article restricts the Superintendent or Board of Education from voluntarily identifying any school as a Redesign School.

20.2 Status of Educational Assistants who work in Redesigned Schools.

20.2.1 All educational assistants who elect and are selected to work in redesigned schools shall maintain their full status as members of the Federation educational assistant bargaining unit and as employees of the Saint Paul Public Schools.

20.2.2 Educational assistants 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 20.4 of this article.

ARTICLE 20. MANDATED AND VOLUNTARY SCHOOL REDESIGN IMPACTING THE TERMS AND CONDITIONS OF EMPLOYMENT (continued)

20.2.3 Educational assistants shall continue to be subject to the rights, protections, obligations and duties applicable to employees under Minnesota State Law.

20.2.4 Educational assistants shall maintain and continue to accrue seniority as educational assistants within the District.

20.2.5 Educational assistants at redesigned schools shall be subject to overall seniority and layoff provisions of this Agreement and as defined in state law.

20.3 Assignment and Transfer.

20.3.1 When a school is designated as a Redesigned School and an approved Election to Work Agreement is in place, existing educational assistants 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 educational assistant applicants will be accepted. The application and selection process will be clearly communicated in the Election to Work Agreement.

20.3.2 Educational assistants who request a transfer out of a Redesigned School shall be allowed to do so, and will be reassigned based upon seniority provisions as defined in the labor agreement.

No educational assistant 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 educational assistant's compensation will revert to the compensation paid at a regular school or to whatever compensation is in place at the educational assistant's new school in the event that the transfer is to another Redesigned School.

20.3.3 Educational assistants at a school to be restructured who are not selected to staff the Redesigned School shall be transferred to another District position provided they are eligible as defined in the seniority provisions of the labor agreement.

20.4 Working Conditions in Redesigned Schools.

20.4.1 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 7, Employees' Basic Workday and Year
- b. Article 15, Seniority
- c. Article 16.2, New Assignment Probation
- d. Appendix A (Salary Schedule), provided that:
  - i. No educational assistant'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.

20.4.2 Any dispute over the enforcement of a modification to one of the provisions listed in Subd. 1, above, made for a Redesigned School shall be subject to the Grievance Procedures as outlined in Article 18 of this Agreement.

20.4.3 The provisions of this article on Redesigned Schools are not intended to narrow or expand the rights of the District, the Union or educational assistants except as specifically set forth in this section.

ARTICLE 20. MANDATED AND VOLUNTARY SCHOOL REDESIGN IMPACTING THE TERMS AND CONDITIONS OF EMPLOYMENT (continued)

20.5 Process for Creation and Approval of Redesigned Schools.

20.5.1 Prior to electing to work at a Redesigned School, educational assistants shall be informed of plans for the school, including relevant information about working conditions and compensation. Educational assistants who wish to remain at a redesigned school shall sign an Election to Work Agreement that sets forth the working conditions at their school. The Election to Work Agreement shall include the following information:

- a. The vision and expected instructional program of the school
- b. The hours of the duty day as well as the expected degree of flexibility that will be required of staff
- c. The length of the duty year
- d. Any additional compensation program that will apply to the particular Redesigned School that is different from the standard compensation schedule

20.5.2 The Election to Work Agreement shall clearly state that educational assistants 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.

20.5.3 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.

20.5.4 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. 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 15 of the school year prior to the school opening as a Redesigned School. The parties 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.

20.5.5 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 Subd. 4 above.

20.6 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 Union. 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 Union's Executive Board no later than November of each school year following a year in which a school operated under an Election to Work Agreement.