Adjust all dates to reflect the 2017-19 collective bargaining agreement.

The union will be making additional proposals at subsequent negotiating sessions. The union reserves the right to modify or amend the following proposals.

1. **Collaboratively Seeking Full Funding for Racially Equitable Schools**

   [New]

   **STATEMENT OF INTENT**

   **Collaboratively Seeking Full Funding for Racially Equitable Schools**

   Whereas: State funding for public education in St. Paul has, compared to inflation, declined by over $1,000 per pupil since 2003 while the needs of our students have increased;

   Whereas: Despite the story of scarcity we are told by some, the reality is that many in our state have done quite well. This is especially true for the business sector in Minnesota who are making huge profits but are contributing less and less to our community;

   Whereas: Minnesota corporations have advocated for and benefit from numerous strategies for tax avoidance. These strategies include pushing for the reduction in state taxes on corporate profits, successfully advocating for and utilizing numerous state tax loopholes, exploiting tax increment financing and other giveaways to corporate developers to avoid property taxes, and rules that exempt large hospitals and higher education institutions from property taxes in spite of significant net revenues and endowment funds. These tax avoidance strategies place tens of millions of dollars per year into the pockets of Minnesota’s richest at the expense of St. Paul’s most vulnerable children, families, and communities;

   Whereas: The proposals made to advance racially equitable schools in St. Paul by improving Education for the Whole Child, Parent and Family Engagement, Smaller Classes, Teaching Not Testing, Racial Equity and Social Justice, High Quality Professional Development, Expanding Access to Pre-K, as well as improving the wages, benefits, and working conditions for St. Paul educators cannot be fully funded with dollars in the current district budget;
Whereas: Businesses choose Minnesota, and St. Paul specifically, not because we offer the lowest taxes or the fewest regulations, but 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: Our shared goals are to eliminate the school to prison and school to deportation pipelines, and to eliminate 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 St. Paul Board of Education, the Superintendent of Schools, and the Saint Paul Federation of Teachers will collaborate to secure additional funds for the St. Paul Public Schools by:

1. Demanding and entering into direct, joint negotiations with major local corporations for the purpose of securing significant additional contributions to the St. Paul Public Schools and support for changes in state tax policy to make these contributions sustainable over time;

2. Demanding and entering into direct, joint negotiations with major local healthcare and higher education not-for-profit corporations for the purpose of securing significant additional payments in lieu of taxes to the St. Paul Public Schools; and

3. Placing a referendum on the November 2018 ballot for increased funding in support of the priorities established by mutual agreement during negotiations for the 2017-19 Teacher, Educational Assistant, and School and Community Service Professionals contracts.

Agreed to on: [Date]

[Signature]                     [Signature]
Chair, St. Paul Board of Education  President, Saint Paul Federation of Teachers

2. Supports for students with mental illness:

[New] ARTICLE __. SUPPORTS FOR STUDENTS WITH MENTAL ILLNESS

The District will maintain at least a staff of Mental Health Practitioners (MHPs) at a ratio of 1.0 FTE per 500 students enrolled in the District. MHPs will work in collaboration with licensed staff, such as school social workers, to lead therapeutic groups and provide other necessary student mental health services.
APPENDIX A.: Move Mental Health Practitioners to Schedule 2.

3. Restorative Practice Leads:

APPENDIX A.: Add Restorative Practice Leads to Schedule 3.

4. Equal Paychecks:

ARTICLE 11. SALARY PROVISIONS

[New] SECTION 7. EQUAL PAYCHECKS. 10 month employees shall be paid on a bi-weekly basis and have the choice of 21 or 26 equal paychecks. If an employee chooses to change between 21 or 26 equal paychecks, such election must be made prior to July 1st of each year.

5. Union security and membership proposal & union leave:

ARTICLE 6. REPRESENTATION FEE

[Strike Existing ARTICLE 6. Subd. 1 and ARTICLE 5. SECTION 3. and Replace with the following New language:]

Subd. 1. 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 during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the Payroll Office within that week.

ARTICLE 7. FEDERATION RIGHTS

[New] SECTION 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.
SECTION 4. ACCESS TO WORKSITES. Representatives of the Federation shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Federation representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

SECTION 5. UNION BUSINESS LEAVE. In each school/fiscal year, the District will allow leave without loss of pay, up to a maximum of 100 person days total for the District, for members of the bargaining unit 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 Teachers Executive Board or such other groups or bodies as are designated by the Federation, no one member of the bargaining unit 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 from this Section 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 cost of a substitute for any members of the bargaining unit released under this provision shall be paid by the Federation, as billed by the Business Office of the District.

6. Summer school rights language:

NEW ARTICLE

ARTICLE __. SUMMER POSITIONS

Ten (10) month School and Community Service Professionals will have the first opportunity to fill all summer positions involving School and Community Service Professional bargaining unit work (except for those positions already held by twelve [12] month School and Community Service Professionals). Summer positions will be posted by the district no later than March 1 of each school year preceding the summer session. Ten (10) month School and Community Service Professionals will be given a period of 10 days to opt in to a position provided the employee is qualified for the summer position. In the event that more than one ten (10) month School and Community Service Professional applies for the same position, the most senior ten (10) month School and Community Service Professional shall be assigned to the position. Once the 10-day period has
elapsed, the district may open the unfilled positions up to other SPPS employees and persons who are not already ten (10) month School and Community Service Professionals. Ten (10) month School and Community Service Professionals who work a summer position shall be paid at their regular daily rate of pay.

7. Vacation Days:

ARTICLE 10. EMPLOYEE BENEFITS

SECTION 4. VACATION AND HOLIDAYS

Subd. 1. Vacation. Twelve (12) month, full-time employees shall have twenty-two (22) twenty-five (25) days of vacation per year. Twelve (12) month, full-time employees who have completed seven (7) consecutive years of employment with the District shall be granted at total of twenty-seven (27) thirty (30) days of vacation per year. Twelve (12) month, full-time employees who have completed fourteen (14) consecutive years of employment with the District shall be granted at total of thirty (30) thirty-three (33) days of vacation per year.

Subd. 2. Twelve (12) month, full-time Employees may carry over a maximum of twenty (20) days of unused earned vacation days from any current year to the following year. With supervisor approval, vacation days may be carried over beyond the twenty (20) day maximum. Days carried over beyond the twenty (20) day maximum must be used within the following calendar year.

Subd. 3. Employees who work less than the full fiscal year, or less than full time, shall earn vacation time on a prorated basis (i.e., for six [6] months of full-time employment [one-half year] the employee would be eligible for up to one-half the available vacation amount for that year).

Subd. 4. All vacation dates are subject to prior approval of the employee’s immediate supervisor or the department head.

8. Increase cultural/religious observance time off days:

Move to ARTICLE 10, SECTION 5, New Subd. 10

Employees may use two (2) four (4) days of leave per school year for religious observances. Prior notification of absence for religious observance may be requested by the employee’s supervisor. Employees who use such days for observances of religious holidays may choose to take up to two (2) four (4) religious observance days not deducted from vacation; however, such days shall be deducted from sick leave.

9. Professional Development:

[New Memorandum of Agreement]
Professional Development Days. The District and Federation jointly affirm the need and importance of staff development for school and community service professionals. In order for school and community service professionals to be partners in education, it is important that they are included in meaningful and inclusive staff development opportunities. Therefore, the parties agree to work together to discuss training topics and plan two School and Community Service Professional professional development days each school year: one (1) opening week and one (1) in the spring. The parties agree that employees assigned to the Student Placement Center may not be available to attend the opening week development day due to high workloads and program needs. The District and Federation agree that sufficient funding must be available to support any external costs for these professional development days. The District will be responsible for securing these funds.

The topics may include, but are not limited to:

- Leadership skills
- Effective problem solving
- Effective strategies to address racial disparities
- Family engagement training
- Positive behavior strategies
- Contract language
- Members rights to union representation

Individuals that will be required to attend are members of the School and Community Service Professionals bargaining unit unless other professional development is planned by their site/program administrator. The trainings will be planned and organized by the SPFT school and community service professional members with assistance by SPPS staff for permits, location and necessary logistics. These trainings will be held during non-student contact days.

In recognition of the diverse areas of professional work performed by members of the School and Community Service Professionals bargaining unit, a fund totaling $250 per employee per school year in the bargaining unit will be furnished by the District for other professional development needs within the School and Community Service Professionals bargaining unit. Requests for funds for appropriate uses such as attending trainings, conferences, memberships in professional organizations, and seeking certifications will not be unreasonably refused. Reasonable expenses related to travel and lodging for professional development will also be permitted consistent with district policies. Unused funds will roll over from year to year. Time off to attend approved professional development will be granted with pay.

10. Paperwork Days:

[New – add to ARTICLE 10, SECTION 5, New Subd. 11]
The District shall allow for School and Community Service Professionals to request paperwork days to work on documenting and entering Title I, referral, and billing data. These days will be scheduled on paid duty days and will not be deducted from accrued leave.

11. **Health insurance:**

ARTICLE 10, SECTION 1:

Subd. 1. Employees who have been regularly employed in the District for more than thirty (30) days are immediately eligible for benefits included in the insurance program for District employees and any supplemental or replacement program required to provide benefits described in the Subd. of this Section. Insurance benefits provided eligible employees include hospital, surgical, medical, major medical, dental, long-term disability, and life insurance coverage. Detailed descriptions of coverages, options, procedures, and eligibility requirements are provided in a pamphlet prepared for that purpose.

....

Subd. 4. **Cafeteria Benefits Plan**

4.1 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.

4.2 Contribution to Cafeteria Plan Credits: Each eligible full-time employee with single coverage shall receive $785 a contribution equal to one hundred ten percent (110%) of the monthly premium for single coverage in the highest value plan offered by the district (e.g. “Distinctions”) per month which may be spent in a District-qualified cafeteria benefits plan. Each eligible full-time employee with family or single+1 coverage shall receive $1,060 a contribution equal to eighty five percent (85%) the monthly premium for family coverage in the highest value plan offered by the district (e.g. “Distinctions”) 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.

4.2.1 Eligible part-time employees shall receive one-half the monthly amount of District contribution provided to full-time employees which may be spent in a District qualified cafeteria benefits plan.
4.2.2 If the cost of benefits selected by the employee exceeds the amount of credits an employee receives from 4.2, and 4.2.2, above, that cost shall be paid by the employee through payroll deduction.

4.3 An employee who is insured as a dependent through the medical (dental) insurance coverage provided by Saint Paul Public Schools may elect to waive the employee medical (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.

12. Wages:


Effective retroactive to 7/1/17:
- Steps and Lanes
- Schedule improvement of 2.5 percent

Effective 7/1/18:
- Steps and Lanes
- Schedule improvement of 2.5 percent

13. Multilingual Student Supports

[New]

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 Teachers, Local No. 28 (hereinafter “Federation”) exclusive representative for School and Community Service Professionals. 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 agree that employing more Cultural Specialists 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. Beginning in the 2018-19 school year, the District will hire at least 10.0 FTEs of additional Cultural Specialist positions to be assigned to school and program sites. Candidates selected for these additional positions shall possess 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 recommendation of the 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.

2. Members of the School and Community Service Professionals bargaining unit who are not employed as translators, but who are required on at least a weekly basis to provide either oral or written communication or translation services, shall receive an annual stipend of $2,000. This stipend shall be paid out over the employees bi-weekly paychecks and may be prorated for employees working less than full-time, 10 month schedules.

[Signatures]

14. Family Engagement

[New]

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 Teachers, Local No. 28 (hereinafter “Federation”) exclusive representative for School and Community Service Professionals. It is entered into for the sole purpose of establishing additional building resources to support family engagement efforts.

The parties agree that individual school and programs sites are best positioned to lead meaningful family engagement efforts. To that end, the parties have agreed to the following:

Beginning in the 2018-19 school year, the District will establish a budget that will fund each school or program site at a rate of $100 per student qualifying for free or reduced lunch enrolled at that school or program site. These funds shall be budgeted for the purpose of enabling school and program sites to provide more robust family engagement activities. These funds are to be provided in addition
Subd. 3. Flex time may be scheduled in instances where the employee is required to work outside the normal work week. Unless otherwise authorized by the employee’s supervisor, flex time shall normally be used within the next three (3) calendar months following the extended workday or week. In addition to flex time, employees who work more than 40 hours per week in at least two weeks in any calendar month, shall be paid a stipend of $250 per week worked in excess of 40 hours. Stipends shall be paid upon submission of documentation showing the additional hours worked. It is understood by the parties that Overtime Compensation under Fair Labor Standards Act (FLSA) does not apply to this unit of professional employees.

16.403(b) Match and Contributions

ARTICLE 10. EMPLOYEE BENEFITS

Subd. 5. Employees hired after January 1, 1996, and who are regularly employed by the district are immediately eligible to participate in an Employer matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. Eligible employees will be automatically enrolled in the plan and will receive a form from Human Resources allowing them to opt out from the plan or reduce their contribution below the maximum amount the district will match. Absent a decision to opt out or reduce the employee’s contribution, they will be automatically enrolled in the district plan at the maximum amount the district will match in each year of the employee’s participation. The District will match up to $1,000 per year of consecutive active service. Part-time employees working half-time, or more will be eligible for up to one half (50%) of the available District match. 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 and District approved 403(b) plan shall apply. The employee, not the District, is solely responsible for determining his/her total maximum allowable annual contribution amount under
IRS regulations. The employee must initiate an application to participate through the District’s specified procedures.

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

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

17. Parental Leave

**ARTICLE XX [New]. PAID PARENTAL LEAVE**

Employees shall have the right to take paid and unpaid parental leave for the birth, adoption, or foster care placement of a child in his or her family. The Employer shall not discriminate against any employee on the basis of their use of family leave. For clarity and ease of understanding, parental leaves are not subject to language concerning non-compensatory or compensatory leave found in this Agreement but are covered by the language in this Article.

**Subd 1.** An employee shall be granted a parental leave of absence with pay for 12 weeks for the birth, adoption, or foster care placement of a child to become effective at his or her discretion. This leave shall not be deducted from accrued sick leave.

1.1 A maternity leave without pay shall be granted for up to two (2) calendar years. These two (2) calendar years are inclusive of paid sick time for disability due to pregnancy and/or delivery.

1.2 An employee on paid parental leave shall notify the Superintendent or designee of his or her intent to return at any time during the leave period. An employee returning from paid parental leave shall be reinstated to his or her previous position.

1.3 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, foster care placement, or for a father with a newborn child or for the birth of a child. Use of these thirty (30) days does not need to occur consecutively. For adoption or foster care placement, thirty (30) days of sick leave may be used following the completion of the 12 week paid leave. Upon completion of the adoption or foster care placement process additional sick leave may be allowed for the care of a sick child as required by M.S. §181.9413. The thirty (30) days of sick leave for fathers of newborns must be used within six (6) months surrounding the birth of the child.
Subd 2. Insurance Benefit Extension for Parental Leave. An employee on paid parental leave will continue to receive the district contribution toward the purchase of the employee’s benefits for all of the months covered by the period of the twelve week leave.

Subd 3. Extended Parental Leave

3.1 Parental leave shall be extended upon the request of the employee for up to two years, with all time after the first 12 weeks taken as unpaid leave, except leaves with pay mentioned in Subd. 1.3 above. Leave after the 12 weeks of parental leave may include the use of the employee’s accrued sick time in circumstances where the use of sick leave is permitted.

3.2 An employee on unpaid parental leave shall notify the Superintendent of his or her intent to return at least 20 days before the date of return.

3.3 An employee returning from unpaid parental leave of up to two (2) calendar years will be reinstated in his or her previous position if there is a vacancy, or to another vacant position for which he or she is qualified. An employee returning from an unpaid parental leave of one (1) calendar year or less shall be reinstated to his or her previous position.

18. Facilities Safety

[New]

STATEMENT OF INTENT

Facilities Safety

The parties recognize that many non-public employee workspaces and offices are not adequately secured from students and other visitors to our school and program sites. It is the intent of the District to provide funding in future facilities plans and budgets to provide card access to more areas of non-public employee workspaces to ensure that persons and property in those spaces are safe and secure. Input from the Federation on needed areas for improvement will be taken into consideration when developing these plans. In addition, the District will adopt clear policies and procedures about access to non-public work areas in order to help eliminate confusion about appropriate access.