

INDEPENDENT SCHOOL DISTRICT NO. 625
Saint Paul, Minnesota
SPECIAL MEETING OF THE BOARD OF EDUCATION MEETING OF THE BOARD OF
EDUCATION
<https://spps.eduvision.tv/LiveEvents>

September 14, 2020
5:00 PM

A G E N D A

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. APPROVAL OF THE ORDER OF THE MAIN AGENDA**
- IV. NEW BUSINESS**
 - A. Memorandum of Agreement Regarding: EL Teacher Caseload
 - B. Memorandum of Understanding Between Saint Paul Public Schools and Saint Paul Federation of Educators Licensed Staff/Teachers, Educational Assistants, and School and Community Service Professionals
 - C. School Finance and Levy 101
- V. ADJOURNMENT**

MEMORANDUM OF AGREEMENT
Regarding: EL Teacher caseload

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter referred to as “Employer”), and the Saint Paul Federation of Educators (hereinafter referred to as “Union”). It is entered into for the sole purpose of establishing, for a specified and limited period of time, an exception to the agreement between the Employer and the Union to maintain an EL teacher caseload with a weighted limit of 52, in the 2020-2021 school year.

Due to the global pandemic, for the 2020-21 school year the Employer and Union agree that the 52:1 weighted caseload language will not be implemented. Instead, the Employer will add 10.0 additional EL Teacher FTEs effective this fall. Fall adjustments to staffing (moving current staff between sites) will not occur unless mutually agreed to by both parties or as required under law. The Employer can add additional FTEs if needed. Due to an already determined teacher FTE, WIDA Screener testing with the Student Placement Center will not occur until the Minnesota Department of Education directs districts to resume the assessment.

This MOA is only applicable to the added EL teacher staffing and does not impact the remainder of the contract, including contract language regarding co teaching, rotation of EL teachers and their substitutes in coverage of classes, bilingual staff interpreting for families, additional hires of EA staff to meet the needs of multilingual families, and staggered scheduling of conference nights to accommodate multilingual needs with existing multilingual staff.

If a successor agreement is not completed prior to the beginning of the 2021-22 school year, the contract language will be in full force continue to be in effect as negotiated per MN Statute.

The Employer agrees to share regular report outs and bring the staffing plan to EL PIC beginning December 2020 for completion by the April 2021 EL PIC, as the April EL PIC is contractually dedicated to staffing for the next school year.

INDEPENDENT SCHOOL DISTRICT No. 625

Saint Paul Federation of Educators (TEACHERS)

Date

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

Saint Paul Public Schools

AND

Saint Paul Federation of Educators Licensed Staff/Teachers, Educational Assistants, and School and Community Service Professionals

WHEREAS, the recent outbreak and spread of coronavirus (COVID-19) has prompted many necessary changes for school districts and educators for the 2020-2021 school year; and

WHEREAS the District and the Union agree that the current collective bargaining agreement between the parties governs terms and conditions of employment; and

WHEREAS the district will be providing distance learning to students to maintain educational continuity;

NOW THEREFORE, be it resolved; that for the time period in which the district is operating distance learning plans only, the following language supplements the language in the collective bargaining agreements for licensed staff/teachers, educational assistants, and school and community service professionals:

- A. Health insurance benefits under Article 10 of the Teacher Master Agreement, Article 12 of the Educational Assistant Master Agreement, and Article 10 of the School and Community Service Professional Master Agreement will continue in full force and effect throughout the duration of pandemic leave. The employee will continue to contribute towards their share of the premium contribution.
- B. No employee shall be required to make-up time lost due to a pandemic or catastrophic disaster, except that the District reserves the right to reschedule such hours as are necessary to meet the minimum number of instructional hours as required by the State of Minnesota.
- C. The Union shall be consulted before the scheduling of any make-up time where scheduling would differ from the adopted school calendar or agreed upon number of contract days.
- D. Employees can still request leave for reasons not related to the pandemic under Article 11, 12 and 13 of the Teacher Master Agreement, Article 9, 10, and 11 of the Educational Assistant

Master Agreement, and Article 10 and Article 11 of the School and Community Service Professional Master Agreement.

- E. When a teacher requests a sick leave or personal leave day they will leave a Schoology and/or Seesaw note so families know they are not available. Elementary schools will provide contact information for other staff who may be available to answer questions for that day.
- F. The district will continue to work with Teachers on Call for substitute needs for assignments of 3 days or more.
- G. If a long-term substitute is not available and secondary teachers are asked to take on an additional class, or elementary teachers are asked to take additional students beyond class size limits, they will be paid according to Article 9, Section 4 Additional Daily Teaching Assignment of the Teacher contract for each additional class or any additional students.
- H. Employees will continue to receive directives about work to be completed from their immediate supervisor (the supervisor that staff typically report to on a daily basis), to avoid confusion and unrealistic work expectations.
- I. Educators will be trusted and respected to complete the work necessary for distance learning. Requests asking for staff to submit lists of work completed each day, daily sign-ins, time punches for the start and end of each day, or other similar requests to report back on the specifics of daily activities will not be required. Staff who are calling families for specific purposes may be asked to log calls and information necessary to monitor contacts made.
- J. **Distance Learning 2.0 will be primarily asynchronous. However, there will be synchronous elements that will be required. Educators will be required to communicate and post office hour times, multiple days per week on Seesaw, Schoology, or any other learning management system being used by a school or program. The synchronous requirements are as follows:**
 - a. **Each teacher will schedule regular academic opportunities for elementary students to participate in small or whole group instruction.**
 - b. **Each teacher will schedule regular academic opportunities for secondary students to participate in small or whole group instruction for each class.**
 - c. **Elementary students will have access to 1 social emotional connect per day (possible examples: class meeting, circle, or other live activity)**
 - d. **Secondary students will have access to 1 social emotional connect per day, which could take place in Foundations or Advisory class, for example.**
 - e. **Each teacher will hold regular office hours each week.**

- f. **Each teacher will respond to individual requests for connection.**
 - g. **Specialist teachers and co-teachers may offer a combination of these elements in collaboration with other educators and classrooms or independently.**
 - h. **There will be a separate set of requirements for Special Education teachers.**
- K. **The District shall not record live instruction by educators without prior notice.**
- L. Teachers will determine the most essential objectives, based on state standards, to be addressed and the most direct means for students to demonstrate mastery of skills and objectives.
- M. **The District shall make every effort to fully utilize the teaching force to avoid education grade level combination classes in elementary schools.**
- N. No employee shall be required to or encouraged to use personal phones or personal digital accounts (email, conference platforms, etc) to be in contact with families. The district shall provide guidance on how to use Google Meet or other appropriate platforms to communicate while preserving privacy for employees and families.
- O. Teachers will be expected to follow the grading procedures outlined in the Grading Update for Distance Learning 2.0 on September 3, 2020.
- P. Special Education teachers will continue to follow the paperwork days as outlined by the collective bargaining agreement and be provided with example addendums specific to disability and level of service. The parties will continue to discuss support for educators who need to complete additional paperwork or evaluations when school resumes.
- Q. Administrators will continue to follow the Licensed Staff/Teacher contract language of conducting only four staff meetings per month. Additional meetings may be requested, but shall not be required.
- R. All improvement plans will be suspended for the remainder of the 2019-2020 academic year. **No new improvement plans will be initiated, and existing improvement plans will be suspended through June 30, 2021, for those educators solely involved in distance learning. Employees working directly in-person with students may be subject to being placed on an improvement plan.**
- S. **Educators will transition to a TD&E Training Year for the 2020-21 school year. The Training Year will pause tenured Summative Evaluation and Peer Collaboration for tenured teachers**

while educators transition to the new system for documenting Individualized Growth and Development plans, along with Student Achievement and Student Engagement reflections. Probationary teachers shall follow the plan set forth by TD&E on September 4, 2020.

- T. **The District will make all possible efforts to continue the employment of EAs and SCSPs during distance learning. Educational Assistants and School and Community Service Professionals may be assigned different duties that support students and families.**
- U. **Educators may request access to school buildings to carry out their duties during distance learning according to district procedures.**
- V. **In distance learning, staff will not be required to return to their school building.**
- W. **The District and SPFE recognize that many members have children and family circumstances that may result in occasional unexpected interruptions to instruction. SPFE bargaining unit members shall not be subject to discipline if and when instruction is occasionally interrupted by such circumstances.**
- X. **The District will provide daycare at *Essential Kid Care* sites for parents who are educators providing in-person instruction or caring for children of critical workers. For educators engaged in Distance Learning, the district would consider providing Essential Childcare for educators who are providing instruction via Distance Learning if it is projected to have capacity within current staffing allocations. The district would not be expected to add capacity to accommodate educators who are providing instruction via distance learning.**
- Y. **The parties agree to negotiate over working conditions for staff assigned to academic learning support centers.**
- Z. **The parties agree to negotiate additional workplace safety standards for school buildings and public health markers to be met prior to returning to any in-person instruction.**
 - a. **In the event that there is agreement on a safe transition to a different mode of instruction, the union and district will jointly determine transition protocols for SPFE members.**

The parties further agree:

This agreement addresses the 2019-2021 collective bargaining agreement only and sets no precedent, nor shall it be introduced by either party in any proceedings as evidence of past practice.

This agreement shall be in place from the date of declared emergency on March 13, 2020 and shall remain in place for the duration of the 2020-2021 school year, or as long as the district continues to be in Distance Learning due to COVID-19. **The parties may agree to continue this agreement for the 2021-2022 school year if the district continues to be in Distance Learning due to COVID-19.**

Note: Distance Learning means educators are providing virtual instruction full-time. Different terms will be negotiated for educators who move into hybrid or full-time in-person instruction during the school year.

The parties further agree that, due to the changing and uncertain nature of the conditions for holding school, this Memorandum may be modified by mutual agreement.

For the District:

For the Union

Dated: _____

Dated: _____



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School Finance and Levy 101

Special Board of Education Meeting

Marie Schrul, Chief Finance Officer

September 14, 2020

Purpose

- To provide finance and levy background to the Board of Education
- Provide framework and schedule for levy certification

Agenda

- Finance and Property Tax Basics
- Levy Impacts
- The Levy Process
- Levy Timing
- Levy Categories
- Questions?



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Finance and Property Tax Basics

Public Schools

Constitutionally Established

Minnesota Constitution, Article 13, Section 1

*...it is the duty of the legislature to establish a general and uniform system of public schools. **The legislature shall make such provisions by taxation or otherwise as will secure a thorough and efficient system of public schools throughout the state.***

Finance Basics | General Education Revenue

- General Education Revenue is the primary source of operating funds for Minnesota Schools
- General Education Revenue is used to pay for operating expenses, i.e. salaries, benefits, supplies
- General Education Revenue is the sum of 14 components:
 - 2 that every district receives at the same amount, and
 - 12 that vary based on demographics and geographic characteristics

13

General Education/Categorical Revenue (Source: State) Examples:

- Special Education
- Basic Skills (Compensatory Education)
- Gifted & Talented

Categorical and Authorized Levy Revenue (Source: Local Property Tax Levy) Examples:

- Categorical levies include:
 - Integration*
 - Transportation*
 - Long Term Facilities Maintenance (LTFM)*
 - Career and Technical Education*
- Authorized levies include:
 - Safe Schools, lease levy, OPEB and other legacy levies for District

15

* Denotes aid impact with levy calculation

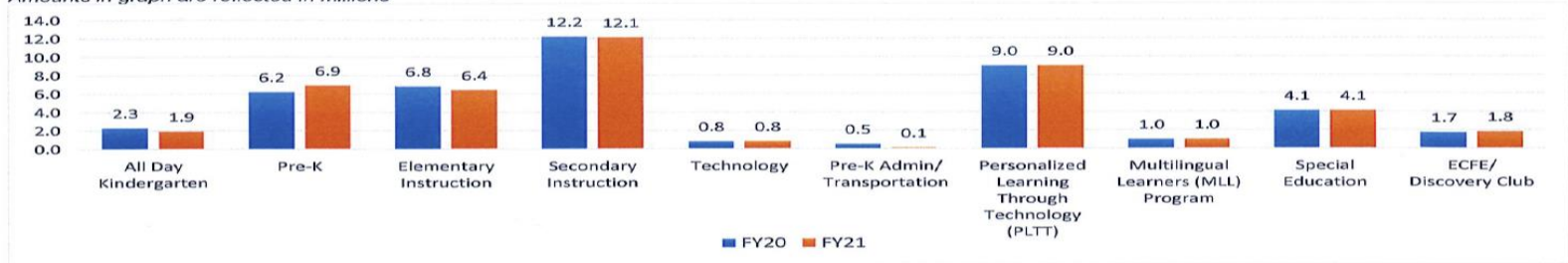
Voter Approved Levy Revenue: Referendum

FY 2020-21 SPPS Referendum Plan

In November 2018, Saint Paul voters renewed the 2012 voter approved referendum and voted to invest additional funding into Saint Paul Public Schools and the SPPS Achieves strategic plan, which is designed to decrease disparities in achievement based on race, ethnicity, culture and identity. These referendum funds will continue to support Saint Paul Public Schools for the next decade.

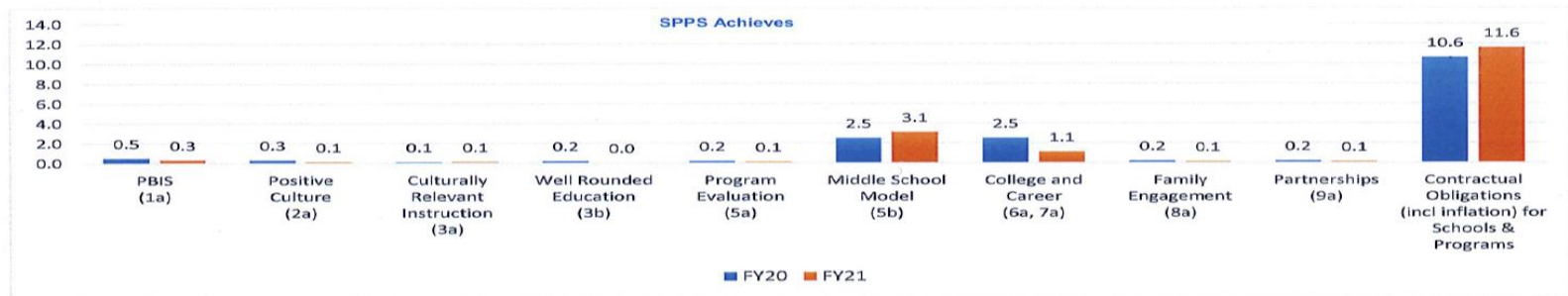
Continuing Referendum FY21 Plan: \$44.1 million

Amounts in graph are reflected in millions



Additional Referendum FY21 Plan: \$16.6 million

Amounts in graph are reflected in millions



*This report highlights the District's Total Referendum Plan. An additional \$16 million is invested in SPPS Achieves from other funding sources.



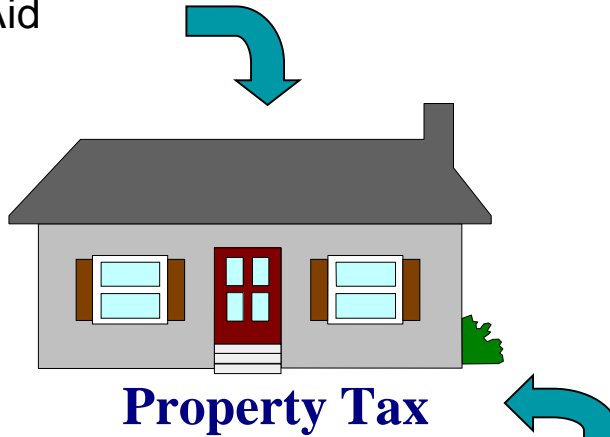
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Levy Impacts

Who Determines Your Property Tax?

State Legislature

- Sets Property Tax Policy
- Establishes Property Classes & Class Rates
- Determines Levels of State Aid
- Sets School Formulas
- Underfunded Mandates to Local Governments
- Levies State Business Tax



Taxing Jurisdictions

- Determines Levy Amount

County Assessor

- Determines Market Value
- Assigns Property Class

18

Source: Ramsey County

Major Factors Impacting Property Taxes

- Is the property tax levy going up, down, or staying the same?
- Is there additional money available to reduce the local tax burden?
 - State aids (local government aid, county aid, or school equalization aid)
 - Fiscal disparity distribution
- How is a home's market value changing relative to other homes or compared to other types of property?
- Are there increases to the tax base that are not the result of inflationary or deflationary changes to the values of individual properties?
 - New construction
 - Property going from exempt to taxable
 - Decertified tax increment financing districts
- Are there legislative changes?

19

Changes In Fiscal Disparities: 2020 to 2021

	2020 FD Distribution	2021 FD Distribution	Dollar Change	Percent Change
Ramsey County	\$51,934,917	\$53,601,501	\$1,666,584	3.2%
City of St. Paul	33,158,533	34,441,416	1,282,883	3.9%
St. Paul Schools	38,588,204	38,794,402 ₂₀	206,198	0.5%

Factors Impacting School Levies

- Changes in tax base – increases often result in less state aid
- Legislative changes to education formulas
- Referendum inflationary increase
- Pension contribution changes required by law
- OPEB obligations
- Employment changes that drive severance and unemployment levies
- Capital bonding, refunding of bonds, abatements, long term maintenance, health and safety projects, lease costs



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The Levy Process

The Levy Basics

- School levy authority is established in law
- School budgets are a combination of state, federal and local funding, including the voter approved referendum
- Pay21 school levy funds the 2021-22 school year
- Districts receive payments after the May and October collections from the County
- Levy can only move down after October 1

Summer Levy Process & Approvals

- Districts enter initial levy data into the MDE levy information system (July-August)
- Long Term Facilities Maintenance (LTFM) application is approved by BOE & submitted to the MDE Commissioner by 7/31
- Initial data will be reflected on first levy run by MDE in September 8 or later

September – “Setting the Ceiling”

- The Board of Education must certify a levy “ceiling” or “maximum” amount that the District can levy for
- Based upon calculations provided by MDE in early to mid-September
- Must be certified by September 30 and provided to Ramsey County and MDE
- Levy can only move down after October 1

December: Truth In Taxation Hearing(TNT)

- State statute requires all local governments (cities, counties and school districts) to hold a public hearing prior to finalizing their levy authority and allow for public comment
- The hearing must follow the release of the proposed tax notices from the county (estimated mail date is the weeks of November 10 - 24 this year)
- The notice provides information on estimated taxes as well as market value and other homestead adjustments

26

December Final Levy Certification

- The Board of Education certifies the final levy amount at the December BOE meeting following the TNT hearing
- Final levy must be certified by December 28 and provided to Ramsey County
- Levy Certification report signed by School Board Clerk



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Levy Timing

Pay21 Levy Calendar

Date	Action
August-early September	District submits levy information to MDE
September 8-9	MDE provides preliminary calculations
September 14	Special BOE Meeting - School Finance & Levy 101
September 22	BOE Meeting - Pay21 Levy Update
September 28	JPTAC (Joint Property Tax Advisory Committee) adopts joint advisory joint levy resolution
September 28	Special BOE Meeting - BOE sets ceiling for Pay21 levy
September 30	SPPS provides Pay21 levy ceiling data to Ramsey County and MDE
Beginning October 1	Ramsey County calculates taxes and prepares tax statements
November 10 – 24	Ramsey County mails tax statements
December 8	TNT Hearing - SPPS holds truth in taxation hearing (note: COB meeting that evening)
December 15	BOE meeting - BOE certifies Pay21 levy
December 28	SPPS certifies Pay ²⁹ 21 levy to Ramsey County

BOE Financial Activity Calendar

Month	Activity	Previous FY	Current FY	Next FY
July	Closing books for previous FY	x		
August	Closing books for previous FY Financial audit conducted	x x		
September	Financial audit conducted Fall student count/Enrollment adjustments Certify levy ceiling	x	x	x
October	Financial audit conducted	x		
November	Financial audit conducted Final budget revision for previous FY	x x		
December	Project next year revenue and expenses TNT hearing on levy certification Certify levy amount			x x x

BOE Financial Activity Calendar

Month	Activity	Previous FY	Current FY	Next FY
January	Annual BOE meeting 1 st budget revision Financial audit presented to BOE Budget planning for next FY	x	x x	x
February	Quarterly financial update Budget planning /presentations		x	x
March	Budget allocations/presentations			x
April	Quarterly financial update Budget presentations		x	x
May	Budget presentations			x
June	Adopt next year's budget			x

Timing of Property Tax Inflow

- Based on certified levy which funds the next fiscal year
- Taxes collected 2x year (May and October)
- Payment timing is predictable
- Payment adjusted based on taxes collected*

*SPPS is monitoring the impact of COVID-19 on Pay20 levy property tax collections

32



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Levy Categories

State Levy Categories (as of 9/10/20)

Levy Fund	Pay21 Levy Categories	Pay21 Adjustments to Levy Categories	Total Number of Levy Categories
General Fund	18	27	45
Community Service Fund	5	5	10
Debt Service Fund	3	3	6

Example of Levy Presentation Format

Levy Category	Certified Pay 20 Levy	SPPS Estimated Pay21 Levy Ceiling	Difference
Operating	\$71,690,324.75	\$	\$
Pension/OPEB/Contractual	37,860,071.32		
Facilities	74,243,596.73		
Community Service	<u>3,835,753.77</u>		
Total – All Levy Categories	\$187,629,746.57	\$	\$
Percent Change	5.0% <small>35</small>		

Pay21 Levy Areas to Monitor

- Ramsey County & City of St. Paul tax impact (JPTAC meeting on September 28)
- Enrollment changes
- Market value changes and tax impact
- Long term debt levels & tax impact
- Legislative/school finance formula changes
- COVID-19 impact



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Questions?