

2019 - 2021

SAINT PAUL PUBLIC SCHOOLS

Agreement between the

**Board of Education
Independent School District No. 625**

and the

Saint Paul Federation of Teachers

Representing

**School and Community
Service Professionals**

July 1, 2019 through June 30, 2021



SAINT PAUL FEDERATION
OF EDUCATORS LOCAL 28



SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

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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 "District" or "Employer"), and the Saint Paul Federation of Teachers Local 28, AFT (hereinafter referred to as the "Federation" or "Union"), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as PELRA), has as its purpose the provision of the terms and conditions of employment for School and Community Service Professionals and other professional employees covered by this Agreement for the duration of this Agreement.

ARTICLE 2. RECOGNITION AND JURISDICTION

SECTION 1. RECOGNITION. In accordance with the provisions of PELRA, and the certification order issued by the Commissioner of the Bureau of Mediation Services, State of Minnesota, on May 1, 1991, the Board recognizes the Federation as the exclusive representative of School and Community Service Professionals and other professional positions within the appropriate unit as defined in this Agreement.

SECTION 2. JURISDICTION. The Federation is the sole elected representative of all School and Community Service Professionals and other professional employees who are defined 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 employees covered by this Agreement but does not mean education policies of the District.

SECTION 2. EMPLOYEE. "Employee" shall mean any person who holds a position in the appropriate unit as defined in Section 3 of this Article.

SECTION 3. APPROPRIATE UNIT. For the purpose of this Agreement, the term "appropriate unit" shall mean that unit of employees of Independent School District No. 625, Saint Paul, Minnesota, who are classified as School and Community Service Professionals and other Professional employees excluded from the Civil Service Professional Unit and from the Licensed Units who are public employees within the meaning of Minnesota Statute (M.S.) §179A.03 Subdivision 14, excluding confidential, supervisory and all other employees.

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 a designated representative.

SECTION 6. DAYS. "Days" shall mean employee workdays, except where otherwise designated.

SECTION 7. OTHER TERMS. Terms not defined in the Agreement shall have those meanings as defined by PELRA.

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 District 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. EMPLOYEE RIGHTS

SECTION 1. RIGHT TO JOIN AND PARTICIPATE. Employees 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 2. RIGHT TO VIEWS. Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee to the expression or communication of a view, complaint or opinion on any matter related to the conditions or compensation of employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

SECTION 4. LEGAL SERVICES

Subd. 1. Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless, and indemnify employee against tort claim or demand, whether groundless or otherwise, arising out of alleged acts or omission occurring in the performance or scope of the employee's duties.

Subd. 2. Notwithstanding Subd. 1. of this Section, the Employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the plaintiff, or is a participant in any legal action against the Employer.

ARTICLE 6. REPRESENTATION FEE

Subd. 1. The Federation shall have the right to request and be granted payroll check-off from the earnings of employees 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 employees in the unit on paydays. The Federation shall return a list of names from whom deductions should be made not more than one (1) full week and one (1) day prior to the payroll date on which the deductions are to be made. The District will remit said deducted amounts to the Federation within the payroll period covered by the paycheck from which the deduction is made.

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 the District in compliance with the provisions of this Article.

ARTICLE 7. FEDERATION RIGHTS

SECTION 1. OFFICER, Organizer OR STEWARD. An officer, organizer or authorized steward of the Federation has the right to meet with employees so long as the meeting does not interfere with the job responsibilities of any employee. It is understood that whenever possible these meetings will be held before work, after work, or during a designated break in the employee's workday.

SECTION 2. OFFICER OR STAFF LEAVE. Employees 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 up to 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. An employee granted such leave shall retain all rights to return to an appropriate vacancy, as described in Article 10, Section 6, Subd. 2., General Non-Compensatory Leaves, with no progression on the salary schedule. The employee while on such leave will retain access to insurance benefits at no cost to the District. No more than one (1) employee shall be granted leave under this provision.

SECTION 3. RELEASED TIME. Members of the Federation Negotiation 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 staff's immediate supervisor. The provision of substitute service and the payment of salary during time off may be granted only at the discretion of the superintendent.

SECTION 4. FEDERATION 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 Teachers 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.

ARTICLE 7. FEDERATION RIGHTS (continued)

Leave requested by the Federation for negotiations purposes is handled separately, under Section 3 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 5. 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.

SECTION 6. 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 7. 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.**

ARTICLE 8. PROFESSIONAL WORKDAY AND WEEK

Subd. 1. The normal hours of work for the employee shall be a minimum of eight (8) hours in any twenty-four (24) hour period and forty (40) hours in a seven (7) day period.

Subd. 2. As professional employees with responsibility for the operation of various programs, members of this bargaining unit are often obligated to work at times outside and beyond the normal eight (8) hour daily and forty (40) hour minimum schedules, described in Subd. 1 of this Article, and/or on any day of the week. Such times are construed as part of the professional workday/work week, and do not generate additional pay beyond the regular biweekly or annual salary.

ARTICLE 8. PROFESSIONAL WORKDAY AND WEEK (continued)

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. It is understood by the parties that Overtime Compensation under Fair Labor Standards Act (FLSA) does not apply to this unit of professional employees.

Subd. 4. This Article shall not be construed as, and is not, a guarantee of any hours of work per normal workday.

Subd. 5. Schedules, Assignments, and Additional Duties. Employees will perform the duties outlined in their job description. At the beginning of the school year and/or each semester, all employees will get a schedule from their supervisor or designee, that outlines their daily responsibilities and assignments. The responsibilities and assignments shall align with the employee's job description. Except in extreme circumstances or emergencies, additional assignments shall not be directed to employees beyond their daily schedule.

Employees who have concerns about their schedule or changes to their schedule shall first meet with the individual who is responsible for creating their schedule. If there is not resolution at this level, employees may contact their building or department/program administrator to resolve. Employees may bring a union representative to these conversations for support.

ARTICLE 9. PROBATION

SECTION 1. NEW EMPLOYEE PROBATION. A newly appointed employee shall remain on probation for a period of one (1) full duty year. During the probationary period, the employee may be disciplined or have his/her employment terminated at the discretion of the Employer, and without recourse to the grievance procedure. For the purpose of this Article, "duty year" shall mean twelve (12) calendar months of active employment from the start date.

SECTION 2. NEW ASSIGNMENT PROBATION. An employee who has completed the one (1)-full duty year initial probationary period and subsequently undertakes a new position at the same level and job title, will then serve at the same level a ninety (90) calendar day probationary period. During this period, the employee may be returned to the previous assignment or a similar and equivalent assignment at the discretion of the Employer, and without recourse to the grievance procedure.

2.1 An employee who has not completed the full duty year of probation and has taken on a new assignment will serve no less than ninety (90) days new assignment probation, and no less than one (1) duty year total probationary period.

ARTICLE 10. EMPLOYEE BENEFITS

SECTION 1. HEALTH AND LIFE INSURANCE

Subd. 1. Employees who have been regularly employed in the District for more than thirty (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 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.

ARTICLE 10. EMPLOYEE BENEFITS (continued)

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. Eligible Employees

3.1 Full-Time Status. For the purpose of this Section, full-time employment is defined as appearing on the payroll regularly at least thirty (30) hours per week or at least sixty (60) hours per pay period.

3.2 Half-Time Status. For the purpose of this Section, half-time employment is defined as appearing on the payroll regularly at least twenty (20) hours but less than thirty (30) hours per week or at least forty (40) hours but less than sixty (60) hours per pay period.

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 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 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 Effective January 1, 2018, each eligible full-time employee with single coverage shall receive \$805 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 \$1,085 per month.

4.2.2 Effective January 1, 2019, each eligible full-time employee with single coverage shall receive \$824 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 \$1,104 per month.

4.2.3 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.

4.2.4 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.

Subd.5. Domestic Partners. 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.

ARTICLE 10. EMPLOYEE BENEFITS (continued)

SECTION 2. RETIREMENT BENEFITS

Subd. 1. Benefit Eligibility for Employees who Retire Before Age Sixty-Five (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:
 - A. Be eligible to receive pension benefits from the St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with the District;
 - B. Must have completed at least fifteen (15) years of continuous employment with the District prior to retirement.
 - C. Employees hired into the District on or after January 1, 2014, will not be eligible for any district contribution toward health insurance upon retirement.
- 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.
- 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.
- 1.5 Employees terminated for cause will not be eligible for employer contributions toward insurance premiums for either pre-age 65 or post-age 65 coverage.

Subd. 2. Employer Contribution Levels for Employees Retiring Before Age Sixty-Five (65)

2.1 Health Insurance Employer Contribution

Employees who meet the requirements in Subd. 1 of this Article will receive a District contribution toward health insurance until the employee reaches sixty-five (65) years of age as defined in this Subd.

- 2.1.1 The District contribution toward health insurance premiums will equal the same dollar amount the District contributed for single or family coverage to the carrier in the employee's last month of active employment.
- 2.1.2 In the event the District changes health insurance carriers, it will have no impact on the District contribution for such coverage.
- 2.1.3 Any employee who is receiving family coverage premium contribution at date of retirement and later changes to single coverage will receive the dollar contribution to single coverage that was provided in the contract under which the retirement became effective.

ARTICLE 10. EMPLOYEE BENEFITS (continued)

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 sixty-five (65) or over.

Subd. 3. Benefit Eligibility for Employees After Age Sixty-Five (65)

3.1 Employees hired into the District before January 1, 1996, who retired before age sixty-five (65) and are receiving benefits per Subd. 2. above are eligible, upon reaching age sixty five (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 sixty-five (65) or older must have completed the service eligibility requirements in Subd. 1. to receive District contributions toward post-age-sixty-five (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 sixty-five (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.

Subd. 4. Employer Contribution Levels for Employees After Age Sixty-Five (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 Subd. 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.

Subd. 5. 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 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.

ARTICLE 10. EMPLOYEE BENEFITS (continued)

SECTION 3. LIABILITY INSURANCE

Subd. 1. Employees are included as additional insureds on the liability policy of the 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 an employee is specifically required to use his/her automobile on District business, and is eligible for mileage reimbursement. 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 eligible employees provide their own basic limits coverage as described above. Any employee whose personal automobile is used on District business is required to carry the basic limits coverage herein described.

When appropriate coverage is not available, the provisions of M.S. §466.04 shall govern.

SECTION 4. VACATION AND HOLIDAYS

Subd. 1. Vacation. Twelve (12) month, full-time employees shall have twenty-two (22) 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) 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) days of vacation per year.

Subd. 2. An employee may carry over into the following year up to one hundred eighty-four (184) hours of vacation

With supervisor approval, vacation days may be carried over beyond the one hundred eighty-four (184) hours of vacation maximum. Hours carried over beyond the one hundred eighty four (184) hours 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.

Subd. 5. Holidays. Employees who are employed in twelve (12) month positions shall be granted time off without loss of pay for the following holidays: *

- | | |
|-----------------------------|----------------------------|
| Martin Luther King, Jr. Day | Thanksgiving Day |
| Presidents' Day | Day after Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | New Year's Day |
| Labor Day | |

*The days listed above are illustrative. In the event of a conflict, the official school calendar shall control. In the event that an employee is required to work on any of these specified holidays, an employee who is eligible for the holiday will work that day at straight time and shall be granted an alternative holiday soon thereafter, and prior to the end of the work year. The actual date of said alternative holiday is subject to approval by the immediate supervisor.

ARTICLE 10. EMPLOYEE BENEFITS (continued)

- 5.1 When a listed holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a listed holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- 5.2 To be eligible for holiday pay, an employee must have been compensated for all scheduled hours of his/her last scheduled workday before the holiday and for the first scheduled workday following the holiday.

Subd. 6. Employees assigned to work less than a twelve (12) month work year shall be granted time off without loss of pay for the legal holidays named on the school calendar and for Thanksgiving Friday, whenever such days fall during the employee's regularly scheduled work year. Such employees shall be on duty during their regularly assigned work year on those legal holidays on which the District is authorized to conduct school and as shown on the school calendar.

SECTION 5. COMPENSATORY LEAVE

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.

Subd. 1. Sick Leave. Sick leave shall be granted for absence due to personal illness or temporary disability (including pregnancy/related disability) which prevents an employee's attendance at work and the performance of duties for such days, subject to the provisions of this Section. Sick leave shall be granted for the care of an employee's sick child as required by M.S. §181.9413. Paid sick leave shall not be granted for illness or disability during the course of any other type of leave. Sick leave shall be allowed and accumulated in accordance with the provisions of this Section.

- 1.1 Each full-time employee employed for twelve (12) months per fiscal year shall be eligible to earn the equivalent of fifteen (15) days of sick leave during that twelve (12) month work year, or prorated for time worked.
- 1.2 Each full-time employee employed for ten (10) months per fiscal year shall be eligible to earn the equivalent of twelve (12) days of sick leave for the ten (10) month work year, or prorated for time worked.
- 1.3 Each full-time day of sick leave equals eight (8) hours.
- 1.4 The employee shall be permitted to accumulate and be credited with the unused portion of sick leave, in the next subsequent fiscal year, if the employee is continuously employed in the District in the next subsequent fiscal year.
- 1.5 Sick leave shall be available only for illness and disability. There shall be no conversion of unused sick leave in any amount at any time to any cash payment. This limitation shall not be construed as exclusion from the District's severance pay plan.
- 1.6 Employees employed full-time in the District on a ten (10) month work year basis in the preceding fiscal year, and who are employed during the summer break period involving regularly-assigned hours in that employee's regularly scheduled program, shall be eligible to take sick leave from their accumulated sick leave subject to the provisions of this Section.
- 1.7 Each part-time employee employed on either a twelve (12) or ten (10) month basis shall be eligible to earn and use the pro rata equivalent of the amounts stated in 1.1 and 1.2 of this Section.

ARTICLE 10. EMPLOYEE BENEFITS (continued)

- 1.8 Any sick leave claim shall be subject to the approval of the employee's immediate supervisor and the Superintendent as to the validity of the circumstances upon which the claim is based. The employee 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.
- 1.9 Up to one hundred twenty (120) hours of accumulated sick leave may be used in a fiscal year to allow the employee to care for and attend to the serious or critical illness of his/her spouse, parent or member of the employees' household. These days when used are deductible from accumulated sick leave.
- 1.10 Sick Leave Conversion. Employees who have and maintain a minimum of one hundred eighty (180) days of accumulated sick leave, may convert such sick leave days in excess of one hundred eighty (180) days to vacation time within the following limitations:
- Conversion shall be on a two (2)-for-one (1) basis.
 - No more than ten (10) days of sick leave may be converted for five (5) days of vacation time in any one year.
 - No sick leave days may be converted to vacation which would result in less than one hundred eighty (180) days of accumulated sick leave remaining.
 - Sick leave days may be converted to vacation days only when actually so used, and cannot be converted for carryover or for cash payment.
 - Written application for such conversion is subject to the approval of the Superintendent or his designated representative as to the scheduling of vacation time.
- Subd. 2. Bereavement Leave. A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death of an employee's spouse, child, 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 employee's immediate family. Other members of the immediate family shall mean sister, step-sister, brother, step-brother, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law or great-grandparent. 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 Resources Department.
- 2.1 Eligibility. Each full-time employee employed for ten (10) or twelve (12) months per fiscal year shall be eligible to have bereavement leave subtracted from sick leave.
- 2.2 Travel Extension. The days of leave as specified in Subd. 2 of this Section will apply for deaths which do not necessitate travel by the employee beyond a two hundred (200) mile radius of St. Paul. In cases which do involve such travel, two days of additional leave shall be granted for travel in excess of a two hundred (200) mile radius of St. Paul. Days used in this manner for extension of bereavement leave for travel purposes shall be permitted only so long as sick leave time is available, and such days shall be subtracted from sick leave. The employee shall provide the Human Resource Department information on the location of the funeral outside St. Paul.

ARTICLE 10. EMPLOYEE BENEFITS (continued)

Subd. 3. Jury Duty Leave. An employee who is required to appear in court as a juror shall be paid his/her regular pay while so required and engaged. Any fees that the employee shall receive from the court for such jury service shall be paid to the District, except that the employee may retain any mileage reimbursement or travel allowance provided by the court.

Subd. 4. Work-Related Injury Leave. This provision shall apply provided that the employee acted in an appropriate and professional manner, and with appropriate precautions.

An employee who is injured in the course of carrying out duties and responsibilities as an employee of the District shall be granted leave without loss of pay for a period not to exceed five (5) days. In no case shall the combined benefits paid to the employee from Workers' Compensation and the use of this leave exceed the employee's regularly-scheduled salary for the period of leave used.

In the event that injury caused by assault in the course of carrying out duties and responsibilities as an employee of the District results in incapacitation for performance of duties for a period longer than that provided above in this Subd., the employee may then choose to use his/her accumulated sick leave, or may request emergency sick leave as described under Section 5 of this Article. This is the only situation in which emergency sick leave may be granted before accumulated sick leave is exhausted. In no case shall the combined benefits paid to the employee from Workers' Compensation and the use of either type of sick leave described herein exceed the employee's regularly-scheduled salary for the period of incapacitation.

Subd. 5. Court Cases Leave. Any employee 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 employee is not a party in the case, and provided that the case is not the result of litigation undertaken by the employee or the Federation against the District. In cases where the Board is a party in the litigation, the employee shall be entitled to pay while attending as a witness at the request of the Board or as a co-defendant in the case.

Subd. 6. Military Leave. Pursuant to and within the limits of the requirements of M.S. §192.26, employees shall be granted paid military leave for up to fifteen (15) days in any calendar year for required military service.

Subd. 7. Quarantine or Catastrophic Disaster Leave. Employees 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 at the employee's worksite and/or community which causes the closure of the District or the employee's worksite.

Subd. 8. Professional Leave. Employees may be excused for professional reasons without loss of pay for up to five (5) days during the contract year after written application to and approval by 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 employees requesting leaves and the number of days of leave requested shall be considered in granting or denying requests.

Subd. 9. Sabbatical Leave. Sabbatical leave is a leave of absence for travel or study for employees for the purpose of professional enrichment which shall result in benefit to the Saint Paul Public Schools.

ARTICLE 10. EMPLOYEE BENEFITS (continued)

- 9.1 In order to be eligible for sabbatical leave, an employee 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, an employee 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.
- 9.2 Sabbatical leave may be granted for one full school year, a half year or a quarter of a year.
- 9.3 The allowance granted to an employee absent on sabbatical leave shall be at the rate of fifty percent (50%) of the employee'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.
- 9.4 An employee on sabbatical leave shall retain all contractual rights and benefits, and progression on the salary schedule as though working in a district position during that period, except that credits earned during sabbatical leave shall not apply for salary purposes before the employee's return to service in the Saint Paul Public Schools.
- 9.5 Pension contributions by the District shall be based on fifty percent (50%) of salary for the duration of the leave. Upon return to service, the employee shall be reassigned to his or her former position or to a similar and equal position.
- 9.6 Applications must be received in the Human Resource Department by April 1. The sabbatical leave would take place the following July 1 through June 30. The number of sabbatical leaves available to be granted in any year shall be limited to one (1).
- 9.7 If the number of approved requests for sabbatical leave exceeds the maximum number allowable, first consideration shall be given to the benefits the District should realize from the leaves. Secondary factors that shall be considered are the length of service and benefit to the individual. Consideration may also be given to the availability of a replacement should a leave be granted.
- 9.8 The sabbatical leave will be approved at the discretion of the HR Director.
- 9.9 Employee's who are granted any sabbatical leave shall pledge themselves to return and serve the District for a period of one (1) contract year. In case an employee is unwilling to meet this obligation for service after sabbatical leave, he or she shall refund, to the District, over a period of one (1) year, the amount of compensation granted during leave. This provision shall not apply when, upon proper medical certification, it is determined that the employee is incapacitated for any professional employment in the District.

ARTICLE 10. EMPLOYEE BENEFITS (continued)

SECTION 6. NON-COMPENSATORY LEAVE

Leave of absence without pay may be granted to employees under the provisions of this Section upon approval of the Superintendent. Such leave shall be without compensation and without pension contribution or other benefits. Information regarding application and return procedures and conditions for such leave is available from the District's Human Resource Department.

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 will provide procedures.

Subd. 1. General Non-Compensatory Leave. The District, at its sole discretion, may grant leave without pay or benefits, up to one (1) year in length. Information regarding application and return procedures and conditions for such leave is available from the District's Human Resource Department. Employees returning from such leaves approved by the Human Resource Department, shall return to service under the following provisions:

1.1 Return from Leave.

1.1.1 The Human Resource Department will assign the person to an appropriate vacancy should one exist, upon the completion of the leave.

1.2 Appropriate Vacancy.

1.2.1 An appropriate vacancy is a position equivalent in level and Seniority Group, to the position held by an employee immediately prior to taking leave, and is a vacancy for which no other employee has rights.

1.2.2 Reassignment upon termination of general non-compensatory leave will occur only when an appropriate vacancy is available; no new employee shall be placed in a position which is an appropriate vacancy for an employee whose leave has expired, and who is awaiting return.

1.2.3 If no appropriate vacancy exists upon the termination of the leave, the employee's name will be added to the list of employees awaiting reinstatement, for up to eighteen (18) months following the termination of the leave.

ARTICLE 10. EMPLOYEE BENEFITS (continued)

1.3 Failure to Return. Any employee on unpaid leave who refuses a position which is offered by the District at the time of scheduled termination of the leave, or after that date, when an appropriate vacancy becomes available, shall therewith forfeit all rights to a position, unless an extension of the leave has been granted by the District. Extensions are at the sole discretion of the District.

Subd. 2. Military Leave. Employees shall be granted leave for military service as required by statute.

SECTION 7. SEVERANCE PAY

Pursuant to appropriate Minnesota statutes, laws, and City ordinances, the following are provided:

Subd. 1. Severance Pay. The District shall provide a separate severance pay program as set forth in this Section. Payment of severance pay shall be made within the tax year of the retirement as described in Business Office Rules. All payments made under this Subd. shall be made to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation, hereinafter referred to as the "Severance Plan."

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

1.1.1 The employee must be eligible upon separation of service to receive pension benefits under provisions of the Public Employees Retirement Association (PERA) or other public employee pension program.

1.1.1 The employee must be voluntarily separated from District employment or have been subject to separation by layoff or retirement. Those 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 this Severance Plan, a death of an employee shall be considered as separation of employment and, if the employee would have met all of the requirements set forth in this Section at the time of his or her death, contributions to the Severance Plan shall be made to the employee's estate.

ARTICLE 10. EMPLOYEE BENEFITS (continued)

1.2 Severance Pay.

1.2.1 If an employee notifies the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 1.1 above, he/she will receive a District contribution to the Severance Plan in an amount equal to \$125 for each day of accrued, unused sick leave, up to 140 days. In this instance, the maximum amount of severance pay will not exceed \$17,500. Effective June 1, 2008, up to 160 days of accrued, unused sick leave may be used to a maximum amount of severance pay not to exceed \$20,000.

1.2.1.1 If an employee notifies the Human Resource Department in less than three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirement set forth above, he/she will receive a District contribution to the Severance Plan in an amount equal to \$100 pay for each day of accrued, unused sick leave up to 150 days. In this instance, the maximum amount of severance pay will not exceed \$15,000.

1.2.1.2 If exigent circumstances exist, such as a sudden illness/injury of the employee or immediate family member necessitating immediate retirement, and if the employee meets the eligibility requirements set forth above, he/she will receive a District contribution to the Severance Plan in an amount equal to \$125 pay for each day of accrued, unused sick leave up to 140 days. Effective June 1, 2008, up to 160 days of accrued, unused sick leave may be used.

1.2.2 The maximum amount of severance pay that any employee may obtain through this Severance Plan is \$17,500. Effective June 1, 2008, the maximum amount of severance pay that any employee may obtain through this Severance Plan is \$20,000.

1.3 Pay for Earned, Unused Vacation. Employees who meet the eligibility requirements of 1.1 of this Section, who qualify for severance pay per 1.2 of this Section, 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. PARENTAL LEAVE

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>.

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.

ARTICLE 11. PARENTAL LEAVE (continued)

- 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 in person or by U.S. mail, certified mail, email, the Director of Human Resources or designee, in writing 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. 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 as defined in Article 10, section 6, subd 2.

ARTICLE 12. SALARY PROVISIONS

Compensation-related provisions of this Section shall be as follows:

SECTION 1. Employees in positions in this unit shall be compensated pursuant to the salary schedules as shown in Appendix A, as expressly prescribed in this Article.

SECTION 2. Employees working twelve (12) month assignments and who hold less than a Bachelor's degree shall be paid at the scheduled base twelve (12) month salary in Appendix A (see Lane 1). Employees working twelve (12) month assignments and who hold a Bachelor's degree relevant to the employee's current assignment shall be paid the scheduled BA twelve (12) month salary in Appendix A (see Lane 2). Employees working twelve (12) month assignments and who hold a Master's degree, or higher advanced degree, relevant to the employee's current assignment shall be paid at the scheduled MA twelve (12) month salary in Appendix A (see Lane 3).

SECTION 3. ELIGIBILITY FOR LANE PLACEMENT ON THE SALARY SCHEDULE

Employees shall be eligible for change in lane placement on the salary schedule in accordance with their earned degrees as specified in the provisions of this Section.

Subd. 1. General Eligibility Requirements. Undergraduate and graduate degrees, to be considered for application to the salary schedule, shall be earned from an institution accredited by recognized agencies to grant such undergraduate or graduate degrees.

1.1 All degrees, to be recognized, must be relevant to the employee's contractual assignment, as determined by the Human Resource Department.

Subd. 2. Procedures for Effecting Lane Changes. Evaluation of credits for degree recognition shall be made only after receipt of a written request in the Human Resource Department. Such evaluations shall be based upon official transcripts. The employee is responsible for submitting to the Human Resource Department accurate and complete verification materials by the submission deadline.

2.1 All transcripts, grade reports or other materials which may be used as verification of credits earned (as described in this Section) must be requested, received, and reviewed by the employee before delivery to the District Human Resource Department. Materials submitted shall have been reviewed by the employee to determine:

- Inclusion of all course work relevant to the requested lane change, completed in the transcribing institution
- Accuracy of course numbers and credit hours
- Proper designation of courses as graduate, undergraduate, etc.
- Correct recording of grades
- Completeness of information (course number, credit hours, grades, date degree awarded)

IT IS THE RESPONSIBILITY OF THE INDIVIDUAL EMPLOYEE TO OBTAIN THE CORRECT TRANSCRIPTS OR OTHER VERIFICATION MATERIALS FROM THE INSTITUTION OF HIGHER EDUCATION.

2.2 When a request for evaluation of credits for degree recognition is submitted with the proper official transcripts and final official verification attached, and with any other explanatory information from the employee, the lane change request will be given preliminary review and effected as described in 2.2.1.

ARTICLE 12. SALARY PROVISIONS, Section 3 (continued)

2.2.1 A request for credit evaluation which meets the requirements of Subd. 2.2, and for which the preliminary review indicates a lane change is warranted, will result in an effective date of lane change beginning the next full pay period following the accurate and complete submission of all credit verification to the Human Resource Department.

2.3 The full evaluation of credits by the Human Resource Department will follow within the fiscal year in which the lane change is effected, and if an error is discovered which resulted in erroneous overpayment or underpayment to the employee, the retroactive correction will be made by payroll adjustment. Erroneous schedule placement or payment shall not be corrected retroactively for a period of time more than two (2) consecutive calendar years.

SECTION 4. SALARY SCHEDULE AND PROGRESSION

Subd. 1. Step advancement occurs only at the beginning of a fiscal year.

Subd. 2. An employee will be advanced one (1) full step on the salary schedule at the beginning of the next fiscal year, subject to the following conditions.

- A. The employee was compensated for one thousand forty (1,040) hours on the payroll in the previous fiscal year for twelve (12) month employees or seven hundred fifty (750) hours for ten (10) month employees. These hourly requirements are prorated for part-time employees; and
- B. The last appraisal of an employee's performance must be, at a minimum, satisfactory.

SECTION 5. LONGEVITY STIPENDS

A longevity stipend is a specified annual dollar amount as indicated in this Section, beyond the employee's step of the salary schedule, and is allowed at the beginning of fifteen (15) calendar years of experience in Saint Paul Public Schools and at the beginning of twenty (20) calendar years of experience in Saint Paul Public Schools, and at the beginning of twenty-five (25) calendar years of experience in Saint Paul Public Schools. "Years of experience" shall mean active assignment in the Saint Paul Public Schools. Periods of non-compensatory leave or layoff shall not be counted for career increments.

An employee whose work schedule in any given year is on a part-time basis, and who is eligible for the longevity stipend, shall receive the same proportion of the longevity stipend as he/she receives of regular salary, proportionate to his/her part-time assignment. Longevity stipends become effective only at the beginning of a fiscal year.

Effective July 1, 2016, new 25 year longevity step.

Lanes:	Base			BA			MA		
Completed Years of Saint Paul Experience:	15 yrs	20 yrs	25 yrs	15 yrs	20 yrs	25 yrs	15 yrs	20 yrs	25 yrs
Amounts In Addition to Salary Schedule:	\$1,300	\$1,600	\$1,800	\$1,700	\$2,250	\$2,550	\$2,200	\$3,200	\$3,700

ARTICLE 12. SALARY PROVISIONS (continued)

SECTION 6. CORRECTION OF COMPENSATION ERRORS. Employees 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. District Authority. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the employee in full up to a maximum retroactive period of two (2) years. In the case of an overpayment in excess of fifty dollars \$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 (2) years.

SECTION 7. EQUAL PAYCHECKS. Ten (10) month employees shall be paid on a bi-weekly basis and have the choice of 26 equal paychecks or 21 paychecks based on time worked. Ten (10) month employees who choose 26 equal paychecks will begin with the first full pay period that starts after their regularly scheduled return to work date in August. Increase to the annual rate of salary for 10 month employees who choose the 26 pay period model will see the annual salary increase effective with the start of the first full pay period after their regularly scheduled return to work date in August. For employees receiving 21 paychecks, those employees will receive a paycheck reflective of the days worked within the pay period. For those pay periods in which a ten (10) month employee does not work a full pay period and chooses to have a full ten days reflected on the paycheck, employees will need to use paid leave time to complete the full ten (10) day payroll period. If an employee chooses to change between 26 equal paychecks or 21 paychecks, such election must be made prior to July 1st of each year. An employee's hourly rate is reflective of the number of pay periods in which they are scheduled to be paid.

ARTICLE 13. MILEAGE

Subd. 1. Employees authorized to use their personal vehicles in the performance of their assigned duties shall be reimbursed therefore according to this Article.

Subd. 2. The mileage allowance for eligible employees shall be established at the discretion of the Board, when so requested and properly reported. Reimbursement shall be for the actual mileage driven in the performance of assigned duties, and based on specific recording and reporting of required District business driving. Reimbursement shall be paid on a monthly basis when properly verified.

ARTICLE 14. DISCIPLINE AND DISCHARGE

SECTION 1. The Employer shall have the right to impose disciplinary actions on employees, including dismissal for unsatisfactory work, or other just cause.

SECTION 2. Disciplinary actions by the Employer may be any of the following actions:

- 1 - Oral reprimand
- 2 - Written reprimand
- 3 - Suspension without pay
- 4 - Discharge

SECTION 3. Review of disciplinary actions shall be limited to the following:

Subd. 1. Oral reprimand. No review.

ARTICLE 14. DISCIPLINE AND DISCHARGE, Section 3 (continued)

Subd. 2. Written reprimand. If a written reprimand is to be placed in an employee's file, the employee may elect to provide a written response which shall, if requested, be placed in the file along with the reprimand.

2.1 A written reprimand which is placed in an employee's personnel file is subject to review through the grievance procedure, including arbitration.

Subd. 3. Suspension and/or Discharge. Employees who are being suspended and/or discharged shall receive notice in writing, stating briefly the reason for discharge.

3.1 Preliminary Review. Prior to issuing a disciplinary action of unpaid suspension, demotion, or discharge, the supervisor will make a recommendation to his/her supervisor regarding proposed discipline. That supervisor will then schedule a meeting with the employee prior to making a final determination of the proposed discipline. The employee shall have the opportunity to have union representation present and be provided the opportunity to speak on his/her behalf regarding the proposed action. If the employee is unable to meet with the supervisor, the employee will be given the opportunity to respond in writing.

3.2 Employees may be discharged immediately and without preliminary suspension for theft, drinking alcoholic beverages while on duty, use of a controlled substance while on duty, assault of a student or client, gross negligence of duty to assure the safety of students or clients, or other serious offenses.

3.3 Discharge is subject to review through the grievance procedure, including arbitration.

Subd. 4. The review procedures outlined in this Section shall be the exclusive means of review for disciplinary action, and the grievance procedure shall be involved only as noted in Subd. 2.1 and 3.3, relating to written reprimand, suspension, withholding of increment, and discharge.

ARTICLE 15. 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 terms of this Agreement.

SECTION 3. GENERAL PROVISIONS

Subd. 1. An employee presenting a grievance may elect to be represented by an appropriate Union Representative. At the informal level, or at Level 1 of the grievance procedure, the employee may choose to present the grievance without being represented by a Union Representative provided, however, that the Union Representative shall be notified of the adjustment or settlement of grievance at Level 2.

ARTICLE 15 GRIEVANCE PROCEDURE (continued)

Subd. 2. It is recognized by the parties that the processing of grievances is limited by job duties of the employees and shall occur during normal working hours only when consistent with employee duties. In such a case, the grievant shall be allowed a reasonable amount of time without loss of pay when a grievance is reviewed by the Employer or an arbitrator during normal working hours. The employee and the Union Representative must notify and receive prior approval of the Human Resource Department.

The Federation will provide and maintain a current Steward and SPFE organizer contact list by building assignment.

Subd. 3. "Days" shall mean working days during the school year. During vacation breaks or the summer months, it shall mean week days, excluding holidays.

Subd. 4. If a grievance is not presented within the time limits set forth herein, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

Subd. 5. If the Employer does not answer a grievance or an appeal thereof within the specified time limit it shall be considered denied, and the Union may elect to process the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

Subd. 6. It is agreed by the Union and the Employer that, if a specific grievance is determined by this grievance process, it shall not again be submitted for consideration under the provision of any other grievance procedure. It is further understood that if a specific grievance is submitted and determined by an arbitrator or by a recognized independent review process other than this procedure, it shall not again be submitted for review and arbitration under the procedures set forth in this Article.

Subd. 7. Rights of the Parties

7.1 The parties shall have the right, at their own expense, to legal assistance at Level 3.

7.2 No recording device shall be utilized at Levels 1 or 2 of these procedures and no person shall be present for the sole purpose of recording the discussion at these levels.

The parties shall have the right to stenographic assistance at their own expense at Level 3 (arbitration). By mutual consent, the cost of such transcript or recording may be equally shared by the parties.

SECTION 4. PROCEDURE STEPS

A grievance shall be resolved in the following manner:

Subd. 1. Informal Procedures. Either the employee claiming a grievance, and/or a Federation representative, or both, shall first discuss the matter with the employee's supervisor (or representative designated by the Director of Human Resources), with the objective of resolving the matter informally. In no case shall a teacher be the supervisor for purposes of adjustment of an alleged grievance.

ARTICLE 15. GRIEVANCE PROCEDURE, Section 4 (continued)

Subd. 2. Formal Procedures

Level 1: In the event the matter is not resolved informally, the grievance shall be submitted in writing to the appropriate supervisor within twenty (20) working days of the occurrence giving rise to the grievance. Such statement of grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated, and the remedy requested. Any grievance not submitted in writing to Level 1 by the employee within twenty (20) working days of the occurrence shall be considered waived.

The supervisor, or designated representative, shall give the Employer's Level 1 answer in writing within ten (10) working days following receipt of the written grievance. If the informal procedures have not been followed, the supervisor shall have an additional five (5) days in which to schedule a review meeting before replying to the written grievance.

Any grievance not appealed in writing to Level 2 by the employee and the Union within ten (10) working days after receipt or due date of the Employer's Level 1 reply, shall be considered waived.

Level 2: If appealed, the written grievance shall be presented by the grievant and/or the Union and discussed at an informal meeting within ten (10) working days of receipt of the written grievance, with the Superintendent of Schools or a designated representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) working days after the review meeting. A grievance not resolved in Level 2 may be appealed in writing to Level 3 by the Union within ten (10) working following the Employer-designated representative's final answer in Level 2. Any grievance not appealed in writing to Level 3 by the Union within ten (10) working days shall be considered waived.

Level 3: A grievance unresolved in Level 2 and appealed to Level 3 by the Union shall be submitted to arbitration subject to the provisions of PELRA. If a mutually-acceptable arbitrator cannot be agreed upon, the selection of an arbitrator shall be made from a list of five (5) names provided by the procedures of the Minnesota Bureau of Mediation Services, at the request of the Union.

- 3.1 The arbitrator shall have no right to amend, modify, or disregard the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make decisions on any other issue not so submitted.
- 3.2 The arbitrator shall be without power to make decisions contrary to, or inconsistent with the statutory rights and obligations of the parties, or modifying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing, with copies to both parties, and to the Bureau of Mediation Services within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the terms of this Agreement and the facts of the grievance presented.
- 3.3 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. All other expenses shall be borne by the party incurring the expense. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 16. SENIORITY

SECTION 1. SENIORITY DATE. The seniority date is derived from the first day of regular service as a School and Community Service Professional and shall continue thereafter. Promotions, demotions, or changes from part-time to full-time or to different salary schedules as a School and Community Service Professional shall not change an individual's seniority date. The district shall compile and maintain the listing of seniority dates of employees in accordance with the provisions of this article.

When seniority is identical for two or more employees, the most senior employee shall be the employee with the lowest employee number.

SECTION 2. LAYOFF PROCEDURES. When the district affects a layoff in a job title, employees shall be laid off in reverse order of the employee's seniority within that job title provided that the more senior employee is qualified to perform the job of the displaced employee. Laid off employees will have the right to apply for and be interviewed for other vacant positions within the School and Community Service Professionals group. Laid off employees retain the right to be recalled to open School and Community Service Professional positions for which they are qualified for up to twenty four (24) months. The District will create and maintain an official list of School and Community Service Professionals awaiting reinstatement. Employees discharged from employment for unsatisfactory work or other just cause, pursuant to Article 14, will not have displacement rights under the terms of this agreement and will not have reinstatement rights only at the discretion of the district.

SECTION 3. EXCLUDED POSITIONS. In some instances, specific unique positions may be designated as excluded from general seniority applicability, because unique skills or training are required of that position. The Federation and the District will agree on the list of "excluded positions" by March 1 of each year.

ARTICLE 17. 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 positions (except for those positions already held by twelve [12] month School and Community Service Professionals). Ten (10) month School and Community Service Professionals will be given a period of 7 -days to apply for positions that are posted. In the event that more than one ten (10) month School and Community Service Professional applies for the same position, (provided the employee is qualified for the summer position) the most senior ten (10) month School and Community Service Professional shall be assigned to the position. Once the 7-day period has elapsed, the district may open the unfilled positions up to other SPPS employees. Ten (10) month School and Community Service Professionals who work a summer position shall be paid at their regular daily rate of pay.

ARTICLE 18. 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, and Intervention Specialists or equivalent educational support professional staff.

ARTICLE 18. STUDENT MENTAL HEALTH SUPPORTS (continued)

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

Each St. Paul Public School serving students in K-12 shall have a Mental Health Support Team composed of licensed staff and Intervention Specialist or equivalent positions in this bargaining unit.

Intervention Specialists are 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.

Both parties agree that Multi-Tiered Systems of Support are proven to be most effective in supporting students. Appendix C outlines how Intervention Specialists or equivalent positions contribute 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.

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

Subd. 1. Intervention Specialists. Saint Paul Public Schools will provide Intervention Specialists to support schools by hiring additional intervention specialists. Additional staffing will be based on school needs as recommended by the licensed staff on the mental health team.

Subd. 2. Health Assistants. Beginning in the 2020-2021 school year, SPPS will work toward assigning Health Assistants to assist in covering Health Offices

SECTION 2. MENTAL HEALTH TRAINING FOR SCSPs AND EAs

The school's Mental Health Support Team will provide mental health and trauma informed training for up to 6 hours throughout the school year. Each site will work to schedule training according to school schedules, site-based needs and in coordination with the building administrator. Participation in training outside of the normal school day will be compensated at the employee's hourly rate of pay or training units can be applied toward educational unit advancement for Educational Assistants, if staff choose to attend without pay.

ARTICLE18. STUDENT MENTAL HEALTH SUPPORTS (continued)

Subd. 1. Intervention Specialist Support. Employees in Intervention Specialist roles will be supported in implementing the tools provided through the onsite training by a licensed Mental Health Support Team member on site who will provide coaching and feedback to employees.

Subd. 2. Professional Learning Communities for Intervention Specialists. All employees in an Intervention Specialist role will have the option of participating in a monthly district wide Professional Learning Community (PLC). Participation in PLCs outside of the normal work day will be compensated at the employee's hourly rate of pay or training units can be applied toward educational unit advancement for Educational Assistants.

ARTICLE 19. 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, Education 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 20. DISTRICT SPONSORED EDUCATOR LICENSURE PROGRAMS

Employees who resign from a bargaining unit position to participate in a St. Paul Public Schools sponsored educator licensure program (such as the St. Paul Urban Teacher Residency program) will have rights back to an appropriate vacancy into the originating bargaining unit if the employee chooses to leave the program before completion, if the educator is denied a licensed position in Saint Paul Public Schools, or if an educator is denied tenure in St. Paul Public Schools after completion of the program. An educator who returns shall retain all rights of seniority, benefits, and progression on the salary schedule as though working during the period they participated in the program. Credits completed as a part of the program shall be considered as pre-approved by the district for purposes of lane changes. As additional educator licensure programs are being considered by SPPS, the Federation and the District will meet and confer, before implementation, to ensure that members are able to return to their prior unit.

ARTICLE 21. PARENT ENGAGEMENT

SECTION 1. PARENT TEACHER HOME VISITS

Subd. 1. The Teacher Home Visit Project 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 the Teacher Home Visit Project are to build a stronger partnership between educators and parents, to promote Saint Paul Public Schools, and to work with parents to eliminate the achievement gap. The Teacher Home Visit Project operates on a model where parents are seen as an asset to the educational process. By meeting parents in an area of their comfort, educators have more success in working with them in partnership around academics.

School and Community Service Professional participation in the Teacher Home Visit project requires the following commitments:

1. Attendance at four (4) hour Parent/Teacher Home Visit training;
For the first year a school and community service professional participates: completing at least one (1) visits with a minimum of 3 families;
2. For all additional years a school and community service professional participates: completing at least one (1) visit with a minimum of 8 families;
3. Payment of the stipends shall be made after the attendance of the fall and spring debrief sessions:
4. Document visits on project visit tracker.

Subd. 2. This program is different and separate from School and Community Service Professional jobs that include home visits as part of their regularly assigned duties.

ARTICLE 21. PARENT ENGAGEMENT (continued)

Subd. 3. School and Community Service Professionals who participate in the Home Visit Project shall be paid an additional \$50 stipend for each home visit conducted by the school and community service professional.

Subd. 4. The total amount of payments under this Memorandum of Agreement shall not exceed \$10,000 during the course of this agreement. In addition, no one SCSP employee can earn in excess of \$1,750 during each school year. An agreement to visit the students with the greatest need for individualized attention as determined jointly by the SCSP and administrator or principal. The union and district will meet twice annually to evaluate the success of the Home Visit Project.

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.

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

Subd. 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.

Subd. 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.

Subd. 3. Training for APTT will be held during the summer and fall. Participants will be paid according to Article 12, Section 7.

ARTICLE 21. PARENT ENGAGEMENT (continued)

Subd. 4. The schedule for the following school year will be altered to allow for the APTT classroom conferences. These conferences will be scheduled and employees may use Flex Time per Article 8. 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.

Subd. 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.

Subd. 6. 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.

ARTICLE 22. DURATION

SECTION 1. TERM AND REOPENING NEGOTIATIONS. This Agreement shall remain in full force and effect for a period commencing July 1, 2019, through June 30, 2021, except as otherwise specified herein. If either party desires to modify or amend this Agreement commencing on July 1, 2021 it shall give written notice of such intent no less than ninety (90) days prior to that date.

Subd. 1. Appendix A, the pay schedule attached to this Agreement, shall be effective as indicated therein.

SECTION 2. EFFECT. This Agreement constitutes the full and complete Agreement between the District and the Federation as the exclusive representative of this bargaining unit. 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 this term of this Agreement except as stated in this Agreement.

SECTION 4. SEVERABILITY. All provisions of this Agreement are subject to 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.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Executive Director, Human Resources

Business Agent

Assistant Director, Employee and Labor
Relations

Date

Date

APPENDIX A:

School and Community Service Professionals Current Titles

Schedule 1	Schedule 2	Schedule 3
<ul style="list-style-type: none"> • Athletic Department Specialist • Community Learning Center Site Coordinator • Creative Arts Specialist • Intervention Specialist • Juvenile Justice Transition Coordinator • Mental Health Practitioner • Program Assistant • Special Education Interpreter • Translation Specialist 	<ul style="list-style-type: none"> • Adult Basic Education Counselor • Communications Specialist • Cultural Specialist • ECFE Coordinator • Family Education Communications/ Marketing Coordinator • Pre-Kindergartener Education Resource Specialist • Leadership Development Coordinator • Learning Systems Specialist • Project Coordinator • Translator Coordinator 	<ul style="list-style-type: none"> • Community Education Coordinator • District-Wide Test Coordinator • ELL Community Specialist • ELL Specialist • Mentor Program Coordinator • Placement Coordinator • Special Events Coordinator • Special Project Coordinator

APPENDIX B: SALARY SCHEDULE

Effective July 1, 2019

2019-2020 SALARY SCHEDULE

	Schedule 1			Schedule 2			Schedule 3		
STEP	Base 12mo	BA 12 mo	MA 12 mo	Base 12 Mo	BA 12 mo	MA 12 mo	Base 12 Mo	BA 12 mo	MA 12 mo
1	42,878	44,390	45,943	49,670	51,771	53,587	58,492	60,973	63,052
2	45,134	46,722	48,362	51,150	53,264	55,095	60,177	62,669	64,820
3	47,510	49,183	50,908	52,663	54,796	56,642	61,875	64,381	66,642
4	50,015	51,771	53,587	54,228	56,376	58,236	63,670	66,193	68,516
5	51,454	53,264	55,096	55,836	57,997	59,876	65,695	68,236	70,446
6	52,936	54,795	56,642	57,488	59,667	61,565	67,693	70,259	72,489
7	54,461	56,376	58,237	59,194	61,388	63,296	69,807	72,402	74,653
8	56,029	58,000	59,876	60,942	63,156	65,086	72,288	74,917	77,205
9	57,642	59,667	61,565	62,742	64,973	66,921	75,037	77,701	80,032
10	63,369	64,116	65,974	69,672	70,374	72,291	82,627	83,233	85,279
11		65,614	67,655		72,117	74,235		85,522	88,033
12		68,080	70,195		74,827	77,023		88,737	91,338
	Schedule 1			Schedule 2			Schedule 3		
STEP	Base 10 Mo	BA 10 mo	MA 10 mo	Base 10 Mo	BA 10 mo	MA 10 mo	Base 10 Mo	BA 10 mo	MA 10 mo
1	32,983	34,146	35,341	38,208	39,824	41,221	44,994	46,902	48,502
2	34,718	35,940	37,202	39,346	40,972	42,381	46,290	48,207	49,862
3	36,546	37,833	39,160	40,510	42,151	43,571	47,596	49,524	51,263
4	38,473	39,824	41,221	41,714	43,366	44,797	48,977	50,918	52,705
5	39,580	40,972	42,382	42,951	44,613	46,058	50,535	52,489	54,189
6	40,720	42,150	43,571	44,222	45,898	47,358	52,072	54,045	55,761
7	41,893	43,366	44,798	45,534	47,222	48,689	53,698	55,694	57,425
8	43,099	44,615	46,058	46,878	48,582	50,066	55,606	57,628	59,388
9	44,340	45,898	47,358	48,263	49,979	51,478	57,721	59,770	61,563
10	48,745	49,320	50,749	53,594	54,134	55,608	63,559	64,025	65,599
11		50,472	52,042		55,475	57,104		65,786	67,718
12		52,369	53,996		57,559	59,248		68,259	70,260

Note: The 10-month schedules reflect a 40-week work year. Biweekly pay rates can be determined by dividing salaries by 26 for employees who are 12 months or 10 month employees who select 26 paychecks. Ten month employees who select 21 paychecks can determine their biweekly pay rate by dividing salaries by 21.

Disclaimer: These are proximate and rounded to nearest whole numbers for ease of display, exact numbers are listed on paycheck.

APPENDIX B: SALARY SCHEDULE

Effective July 1, 2020

2020-2021 SALARY SCHEUDLE

	Schedule 1			Schedule 2			Schedule 3		
STEP	Base 12mo	BA 12 mo	MA 12 mo	Base 12 Mo	BA 12 mo	MA 12 mo	Base 12 Mo	BA 12 mo	MA 12 mo
1	43,736	45,278	46,862	50,663	52,806	54,659	59,662	62,192	64,313
2	46,037	47,656	49,329	52,173	54,329	56,197	61,381	63,922	66,116
3	48,460	50,167	51,926	53,716	55,892	57,775	63,113	65,669	67,975
4	51,015	52,806	54,659	55,313	57,504	59,401	64,943	67,517	69,886
5	52,483	54,329	56,198	56,953	59,157	61,074	67,009	69,601	71,855
6	53,995	55,891	57,775	58,638	60,860	62,796	69,047	71,664	73,939
7	55,550	57,504	59,402	60,378	62,616	64,562	71,203	73,850	76,146
8	57,150	59,160	61,074	62,161	64,419	66,388	73,734	76,415	78,749
9	58,795	60,860	62,796	63,997	66,272	68,259	76,538	79,255	81,633
10	64,636	65,398	67,293	71,065	71,781	73,737	84,280	84,898	86,985
11		66,926	69,008		73,559	75,720		87,232	89,794
12		69,442	71,599		76,324	78,563		90,512	93,165

	Schedule 1			Schedule 2			Schedule 3		
STEP	Base 10 Mo	BA 10 mo	MA 10 mo	Base 10 Mo	BA 10 mo	MA 10 mo	Base 10 Mo	BA 10 mo	MA 10 mo
1	33,643	34,829	36,048	38,972	40,620	42,045	45,894	47,840	49,472
2	35,413	36,658	37,945	40,133	41,792	43,228	47,216	49,171	50,858
3	37,277	38,590	39,943	41,320	42,994	44,442	48,548	50,515	52,288
4	39,242	40,620	42,045	42,548	44,234	45,693	49,956	51,936	53,758
5	40,372	41,792	43,229	43,810	45,505	46,980	51,545	53,539	55,273
6	41,535	42,993	44,442	45,106	46,815	48,305	53,113	55,126	56,876
7	42,731	44,234	45,694	46,445	48,166	49,663	54,772	56,808	58,574
8	43,962	45,508	46,980	47,816	49,553	51,068	56,718	58,781	60,576
9	45,227	46,815	48,305	49,228	50,978	52,507	58,875	60,965	62,795
10	49,720	50,306	51,764	54,665	55,216	56,721	64,831	65,306	66,912
11		51,482	53,083		56,584	58,246		67,102	69,072
12		53,417	55,076		58,711	60,433		69,625	71,665

Note: The 10-month schedules reflect a 40-week work year. Biweekly pay rates can be determined by dividing salaries by 26 for employees who are 12 months or 10 month employees who select 26 paychecks. Ten month employees who select 21 paychecks can determine their biweekly pay rate by dividing salaries by 21.

Disclaimer: These are proximate and rounded to nearest whole numbers for ease of display, exact numbers are listed on paycheck.

APPENDIX C: 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
	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

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

<p>School Social Workers serving General Education Students:</p>	<p>Build relationships with students; Staff training around Mental Health and Trauma; Positive Behavior Interventions and Supports (PBIS) Team; Social Emotional Learning</p>
<p>School Social Workers serving Special Education Students:</p>	<p>Build relationships with students; Staff training around Mental Health, Trauma, and Special Education</p>
<p>School Counselors:</p>	<p>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</p>
<p>School Psychologists:</p>	<p>Build relationships with students; District Crisis Response Team; Positive Behavior Interventions and Supports (PBIS) Team; Social Emotional Learning</p>
<p>School Nurses:</p>	<p>Build relationships with students; District Crisis Response Team; Student check-in</p>
<p>Behavioral Intervention Specialists:</p>	<p>Build relationships with students; Positive Behavior Interventions and Supports (PBIS) Team</p>

**MEMORANDUM OF AGREEMENT
Religious Observance**

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 defining the conditions of how and when an employee may use time for the purpose of religious observances.

The parties have agreed to the following:

- 1) Employees 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 employee's supervisor. Employees who use such days for observances of religious holidays may choose to take up to three (3) religious observance days not deducted from vacation; however, such days shall be deducted from sick leave.

This Memorandum of Agreement shall be effective upon signature and shall remain in effect until the expiration of the 2017-19 collective bargaining agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Assistant Director, Employee/Labor
Relations

Business Agent

Negotiations/Employee Relations Assistant
Manager

Date

Date

**MEMORANDUM OF AGREEMENT
MULTILINGUAL STAFFING AND SERVICES**

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 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 10 FTEs of additional Bilingual Educational Assistants (EA1 or EA2s) to be assigned to school and program sites to work with students and families. 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 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. 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

MULTILINGUAL STAFFING AND SERVICES (continued)

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.

3. 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. Employees 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.
4. 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, 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
TEACHERS LOCAL NO. 28**

Chair, Board of Education

President

Assistant Director, Employee/Labor
Relations

Organizer

Negotiations/Employee Relations
Assistant Manager

Date

Date

**MEMORANDUM OF AGREEMENT
Licensed Teacher Pathway**

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 of members of the Educational Assistant and School and Community Service Professional bargaining units. It is entered into for the sole purpose of establishing opportunities for Educational Assistants and School and Community Service Professionals to advance their career and become teachers (as defined by the SPFE Teacher Contract) in Saint Paul Public Schools.

Both the District and the Federation hold the intention that individuals approved for a paid leave (Item 1 below) who are offered a teaching contract, commit to working in the District if a position is available, for at least three (3) years after completion of their licensure program.

The District and the Federation agree that Educational Assistants and School and Community Service Professionals are an integral part of the Saint Paul Public School community and that providing them with assistance to become classroom teachers in Saint Paul Public Schools can strengthen and help diversify the teaching force. To that end, the parties have agreed to the following:

1. Each fall a combination of Educational Assistants and School and Community Service Professionals, up to a combined total of five (5), and each spring a combination of Educational Assistants and School and Community Service Professionals up to a combined total of five (5), who are completing course work for a teaching license will be granted a paid leave, with rights to return, to complete their student teaching. Leaves of absence requests will be approved by the Superintendent. Employees who are seeking a license in a hard-to-staff license area will be given preference for a leave. Nothing will preclude an Educational Assistant from requesting an unpaid leave of absence per Article 11 or a School and Community Service Professional from requesting an unpaid leave of absence per Article 10.
2. Full-time Educational Assistants and School and Community Service Professionals will be eligible to apply for one of ten (10) \$2,500 yearly stipends to be used toward classes required to achieve a teaching license. Preference will be given to employees seeking a license in a hard-to-staff license area.

Licensed Teacher Pathway (continued)

- 3. An Educational Assistant and School and Community Service Professional Labor Management Committee will be formed for the purpose of determining the requirements for the stipend and develop a stipend application. Requirements will include the completion of at least 2 years of service within Saint Paul Public Schools prior to applying. This committee will also review and select stipend recipients in the fall and spring of each school year.**

INDEPENDENT SCHOOL DISTRICT NO. 625

**SAINT PAUL FEDERATION OF
TEACHERS LOCAL NO. 28**

Chair, Board of Education

President

**Assistant Director, Employee/Labor
Relations**

Organizer

**Negotiations/Employee Relations
Assistant Manager**

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 **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.**

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.

MOA Regarding: Restorative Practices (continued)

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.

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)

MOA Regarding: Restorative Practices (continued)

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.**

MOA Regarding: 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
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Statement of Intent Regarding School Restructuring

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 restructure schools when it is deemed necessary. It is the intent of the Parties that School and Community Service Professional who work in schools to be restructured and administrators in these schools will work collaboratively to create effective learning environments for students. Employees and parents shall have a voice in designing programs and determining work rules that are likely to be successful in such schools. The Union and District agree that School and Community Professional who are working at restructured schools will be engaged in the discussions and process

Statement of Intent Regarding Facilities Safety

The District will adopt clear policies and procedures about access to non-public work areas in order to help eliminate confusion about appropriate access. Input from the Federation on needed areas for improvement will be taken into consideration when developing these plans.

Statement of Agreement Regarding District Match

On 403(b) Retirement Savings Plan or 457 Deferred Compensation Plan forms, the District will remove the requirement for affirmatively checking to receive the district match. Employees who choose to participate in the 403(b) Retirement Savings Plan, or the 457 Deferred Compensation Plan, will automatically receive the match per their collective bargaining agreement.

The District will send a letter to each current eligible participant who is not currently receiving the 403b or 457 district match along with the correct form and instructions to elect the district match.

Statement of Intent Regarding 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 2021-22 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 the school year 2021-22.

Statement of Intent Regarding 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 The parties 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.**

Statement of Intent Regarding 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.
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.

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