

**SAINT PAUL FEDERATION OF EDUCATORS
PROPOSAL #5
JULY 25, 2019**

SCHOOL REDESIGN AND ELECTION TO WORK AGREEMENTS

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

ARTICLE 18 (TEACHER). **NEW ARTICLE (SCSP)**. ARTICLE 20 (EDUCATIONAL ASSISTANTS)

MANDATED AND VOLUNTARY SCHOOL REDESIGN IMPACTING THE TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 1. INTRODUCTION.

Subd. 1. The District and the Federation agree that one of the approaches to achieving the mutual goal of ensuring success for all students is to work together to redesign schools or implementing innovative school reforms involving specific provisions governed by the Collective Bargaining Agreement. Both parties recognize that District [Policy](#) 101.00 (Racial Equity) obligates the District and Federation to agree to initiatives aimed at raising achievement for all students while closing gaps among different groups of students and eliminating the racial predictability of disparate academic outcomes.

Schools subject to the provisions of this Article must be able to choose their own staffs, develop new cultures of successful performance and learning, redesign work rules, modify the length of the instructional day and year, modify scheduling, improve instruction programs and pedagogy, and recognize ~~teacher~~, **educator**, and leader effectiveness in accordance with state and federal guidelines and statutes. This article will be used where applicable when a school redesign is required by the Board or by state and federal guidelines.

SECTION 2. DEFINITIONS

Subd. 1. For the purposes of this article, the term “Educator” refers to any employee in the Teacher, Educational Assistant, or School and Community Service Professional bargaining units.

Subd. 2. For the purposes of implementing this article, any school identified by the District under subdivisions 5 and 6 is referenced as a “Redesigned School” regardless of other terminology used by the district, state or federal government to identify these schools.

SECTION 3. GENERAL PROVISIONS

Subd. 1. Redesigned Schools shall remain within the District and employees shall maintain their representation by the Saint Paul Federation of ~~Teachers~~ **Educators**.

Subd. 2. It is the intent of the parties that **educators** and administrators in these schools will work collaboratively to create effective learning environments for students in accordance with District Policy 101.00 (Racial Equity). **Educators** and parents shall have a voice in designing programs and determining work rules that are likely to be successful in such schools.

Subd. 3. Schools required to initiate a comprehensive redesign under the Elementary and Secondary Education Act (ESEA) or applicable Minnesota State Law or Rule begin the process of redesign as directed by the Minnesota Department of Education or the United States Department of Education.

Subd. 4. To promote collaborative and innovative school redesigns aimed at significantly improving student achievement and closing achievement gaps and eliminating the racial predictability of disparate academic outcomes, the District will review redesign plans offered jointly by the principal, school leadership team, and a supermajority of **affected educators** in a building. For the purposes of this Article, a supermajority constitutes agreement by at least (75) percent of all **affected educators** assigned to a school at least .5 FTE and assigned to the building at the start of the school year. Plans proposed under this subdivision must be comparable to plans required under other subdivisions of this Article. The District and Federation will discuss the processes necessary to implement this subdivision at a meeting of the Professional Issues Committee. School teams submitting redesign plans under this subdivision and approved for continued planning by a majority vote of the Professional Issues Committee shall be recommended for a one-time \$100,000 planning grant from the district to assist the site in preparing for the school redesign. Recommendations for such grants shall be submitted to the Superintendent no later than February 1 of the fiscal year prior to the implementation of redesign planning. Decisions regarding approval of planning grants shall occur no later than May 15 of the fiscal year prior to the implementation of redesign planning.

Subd. 5. Nothing within this Article restricts the Superintendent or Board of Education from voluntarily identifying any school as a Redesign School.

Subd. 6. In the event both parties agree that a change in federal or state law requires reconsideration of this section, the parties are free to re-open negotiations on this section alone. This section shall remain in force until superseded by a new agreement on the requirements that must be met for a school to begin the process of restructuring.

SECTION 4 2. STATUS OF **EDUCATORS** WHO WORK IN REDESIGNED SCHOOLS.

Subd. 1. All **educators** who elect and are selected to work in Redesigned Schools shall maintain their full status as members of the Saint Paul Federation of Educators, **in the appropriate bargaining unit**, and as employees of the Saint Paul Public Schools.

Subd. 2. **Educators** shall continue to receive the compensation set forth in this Agreement as well as all benefits called for in this Agreement and in Minnesota State Law (e.g. pension benefits), subject to possible adjustment as described below in Section 6 of this article.

Subd. 3. Teachers shall continue to be subject to the rights, protections, obligations and duties applicable to licensed staff under Minnesota State Law.

Subd. 4. **Educators** shall maintain and continue to accrue seniority within the District.

Subd. 5. **Educators** at Redesigned Schools shall be subject to overall District nonrenewal and layoff provisions of this Agreement and as defined in state law.

SECTION 5 3. ASSIGNMENT AND TRANSFER.

Subd. 1. **Educators** shall work in Redesigned Schools on a voluntary basis. When a school is designated as a Redesigned School and an approved Election to Work Agreement is in place, existing **educators** will be invited to apply to remain in the school. The principal of the school and/or Superintendent shall have the authority to determine which applicants will be accepted. The application and selection process will be clearly communicated in the Election to Work Agreement developed and approved under Section 7 of this Article.

Subd. 2. Teachers who request a transfer out of a Redesigned School shall be allowed to utilize the interview and selection process/placement process as defined in the labor agreement. Affected Educational Assistants and School and Community Service Professionals who request to transfer out of a Redesigned School shall be allowed to do so, and will be reassigned based upon seniority provisions as defined in the labor agreement.

No **educators** on an Improvement Plan may transfer into or out of a Redesigned School except with permission of the Superintendent.

Upon transfer to another school, the **educator's** compensation will revert to the compensation paid at a regular school or to whatever compensation is in place at the **educator's** new school in the event that the transfer is to another Redesigned School.

Subd. 3. **Educators** at a school to be redesigned who are not selected to staff the Redesigned School shall be transferred to another District teaching position through the interview and selection process/placement process as defined in the labor agreement.

SECTION 6 4. WORKING CONDITIONS IN REDESIGNED SCHOOLS.

Subd. 1. All provisions of this Agreement shall apply at Redesigned Schools and shall remain in full force and effect with the exception of the following provisions of this Agreement, which may be modified, through the process described below:

- a. **TEACHER CONTRACT** Article 9, Section 4: Additional Daily Teaching Assignments
- b. **TEACHER CONTRACT** Article 14, Section 1: Teachers' Basic Contract Year and Teachers' Day (School Calendar)
- c. **TEACHER CONTRACT** Article 14 Section 2, Subd. 1: Teachers' Basic Contract Year and Teachers' Day (Basic Contract Year)
- d. **TEACHER CONTRACT** Article 14, Section 3: Teachers' Basic Contract Year and Teachers' Day (Length of Teachers' Day)
- e. **TEACHER CONTRACT** Appendix A (Salary Schedule), provided that:
 - a. No teacher's compensation shall be below what is provided for in the labor agreement due to assignment to a Redesigned School
 - b. Compensation enhancements may be offered.
- f. **EDUCATIONAL ASSISTANT CONTRACT** Article 7, Employees' Basic Workday and Year
- g. **EDUCATIONAL ASSISTANT CONTRACT** Article 15, Seniority
- h. **EDUCATIONAL ASSISTANT CONTRACT** Article 16.2, New Assignment Probation
- i. **EDUCATIONAL ASSISTANT CONTRACT** Appendix A (Salary Schedule), provided that:
 1. No educational assistant's compensation shall be below what is provided for in the labor agreement due to assignment to a Redesigned School
 2. Compensation enhancements may be offered.
- j. **SCSP CONTRACT** Article 8 Professional Workday and Week
- k. **SCSP CONTRACT** Article 9, Section 2 New Assignment Probation
- l. **SCSP CONTRACT** Article 12 Salary Provisions
- m. **SCSP CONTRACT** Article 16 Seniority

Subd. 2. If teachers in Redesigned Schools are contracted to work additional hours or days, the District may make the signing of a Waiver of Tenure for that additional duty time a condition of being assigned to a position at a Redesigned School

Subd. 3. Any dispute over the enforcement of a modification to one of the provisions listed in subdivision 1, above, made for a Redesigned School shall be subject to the Grievance Procedures as outlined in Article 16 (Teacher), Article 18 (Educational Assistant), Article 15 (SCSP) of this Agreement.

Subd. 4. The provisions of this article on Redesigned Schools are not intended to narrow or expand the rights of the District, the Federation or **educators** except as specifically set forth in this section.

SECTION 7 5. PROCESS FOR CREATION AND APPROVAL OF REDESIGNED SCHOOLS

Subd. 1 4. The Parties agree that the initial Election to Work Agreement shall be drafted through a collaborative process. This process shall begin no later than the day after the December Board of Education meeting of the school year prior to the school implementing a plan as a Redesigned School. **At the time of notification, the initiating party will provide a draft proposal.** Under Section 3, subdivision 3 and 5, the District shall create and present a final version of the Election to Work Agreement to affected staff as soon as possible but no later than February ~~28th~~ ~~15th~~ of the school year prior to the school opening as a Redesigned School. In instances where a plan to redesign a school is offered collaboratively under SECTION 3, subdivision 4, the proposed Election to Work Agreement will be drafted by site and supported jointly by the District and Federation in order to be finalized by February ~~28th~~ ~~15~~ of the school year prior to the school opening as a Redesigned School. The District and Federation must mutually agree to the terms of the Election to Work Agreement. In the event that an Election to Work Agreement is not reached, other terms and conditions of the labor agreement remain in force.

Subd. 2 4. Prior to electing to work at a Redesigned School, **educators** shall be informed of plans for the school, including relevant information about working conditions and compensation. **Educators** who wish to remain at a Redesigned School shall apply to remain by signing an Election to Work Agreement that sets forth the working conditions at their school and, if necessary, a Waiver of Tenure Agreement or some combination thereof. The Election to Work Agreement shall include the following information:

- a) The vision and expected instructional program of the school including curriculum/learning model, professional development, methods for professional collaboration, type of family/parent engagement or standardized and/or curricular assessments to be used in the school
- b) The hours of instruction and length of school day as well as the expected degree of flexibility that will be required of staff
- c) The length of the school year, **duty year**, and the school calendar
- d) The expected length of time teachers may be required to be present in the school outside the school's instructional day
- e) The hours of the duty day as well as the expected degree of flexibility that will be required of EAs and SCSPs
- f) Any additional compensation program that will apply to the particular Redesigned School that is different from the standard compensation schedule

Subd. 3 2. The Election to Work Agreement shall clearly state that **educators** should expect year-to-year or even intra-year flexibility in aspects of their duties and program not covered by the Agreement, including but not limited to timing/scheduling of staff meetings to respond to school conditions and/or the scheduling or manner of professional and staff development.

Subd. 4 3. Notwithstanding the provisions of this section, Redesigned Schools shall, at a minimum, provide at least the number of student instructional days and the amount of instructional minutes as other District schools.

Subd. 5. Modifications to the Election to Work Agreement made in subsequent years will necessitate staff to sign a new Election to Work Agreement. The creation of subsequent Election to Work Agreements shall follow the procedure in subdivision 1 above.

SECTION 8. PROCESS TIMELINE

Subd. 1. Notification of plans to negotiate an Election to Work Agreement will occur no later than the day after the December Board of Education meeting of the school year prior to the school implementing a plan as a Redesigned School.

Subd 2. At the time of notification, the initiating party will provide a draft proposal of an Election to Work Agreement, including a proposed list of educators affected by the proposal.

Subd 3. Within a week of notification, the parties agree to schedule dates to meet with affected educators at the site of the proposed Election to Work Agreement to review the draft proposal and start negotiations. Initial meetings should occur within a month of notification.

Subd. 4. The parties agree to present a final version of the Election to Work Agreement to affected staff as soon as possible but no later than February 28th of the school year prior to the school opening as a Redesigned School.

Subd. 5. The Federation will conduct a vote of the affected staff on the final version of the Election to Work Agreement prior to the March SPFE Executive Board Meeting.

Subd 6. Election to Work Agreements with 75% approval of affected staff, as outlined in the ETWA, shall be brought to the SPFE Executive Board for final approval at the March SPFE Executive Board Meeting.

Subd. 7. Election to Work Agreements approved by the SPFE Executive Board shall be brought to the next Board of Education meeting for approval.

Subd. 8. Upon approval, educators who wish to remain at a Redesigned School shall apply to remain by signing an Election to Work Agreement that sets forth the working conditions at their school and, if necessary, a Waiver of Tenure Agreement or some combination thereof. Individual staff agreements shall be submitted by May 1st to the school Principal.

SECTION 9 6. COLLABORATIVE REVIEW.

Redesigned Schools shall be evaluated on an annual basis through examination of student achievement data including, but not limited to, overall proficiency attainment disaggregated by race and other categories, student growth and achievement gap reduction and other appropriate measures of school success. This review shall be performed by a joint committee comprised of equal numbers of members of the District and the Federation. This committee will also review Redesigned School practices, procedures, staffing and school leadership to identify practices and approaches that should be duplicated or avoided. This committee shall present a report to the Superintendent and to the Federation's Executive Board no later than November 15 of each school year following a year in which a school operated under an Election to Work Agreement.