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Strike Settlement Agreement—Return to Work | 131-132
SAINT PAUL FEDERATION OF EDUCATORS
SETTLEMENT PACKAGE PROPOSAL
March 13, 2020
2:45AM

TEACHER CONTRACT
SCHOOL AND COMMUNITY SERVICE PROFESSIONALS CONTRACT
EDUCATIONAL ASSISTANT CONTRACT

The parties agree to the following settlement package proposal:

SPPS will agree to the following counter proposals:
  • SPFE Counter Proposal #1: Mental Health Proposals dated March 12, 2020
  • SPFE Proposal #17 Multilingual Staffing dated March 12, 2020

The parties agree to drop the following:
  • SPFE Proposal 28: Summer School Pay
  • SPPS Proposal 10: Benefit Eligibility

Additionally, the parties agree to the following wages and benefits proposal:

Teacher Contract:
Effective Retroactive to 7/1/19:
  • Maintain Step and Lane progression
  • Increase salary schedule by 1.5%

Effective 7/1/20:
  • Maintain Step and Lane progression
  • Increase salary schedule by 2%

The parties agree to convene a committee of extracurricular advisors and athletics coaches by May 1, 2020 to review Schedule C-1 and C-2 to update the schedules and create consistent stipends.

SCSP Contract:
Effective Retroactive to 7/1/19:
  • Maintain Step and Lane progression
  • Increase salary schedule by 1.5%

Effective 7/1/20:
- Maintain Step and Lane progression
- Increase salary schedule by 2%

EA Contract:
Effective Retroactive to 7/1/19:
- Maintain Step and Lane progression
- Increase salary schedules by 1.5%

Year 2:
- Eliminate Step 4 on EA1 and EA2 schedule: Effective 7/1/20
- Maintain Step and Lane progression: Effective 7/1/20
- Increase salary schedules by 2%: Effective 8/1/20
- Increase 25 Year Longevity from $1.85/hour to $2/hour: Effective 7/1/20
ARTICLE XX [New]

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, Health Assistants and Intervention Specialists or equivalent educational support professional staff.

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

The parties agree that the following Mental Health Support Teams will be implemented ever in the 2020-2021, 2021-2022, and 2022-2023 school years: The parties will meet annually to review the implementation status and district hires for that school year and make recommendations for future contracts.

Each St. Paul Public School serving students in K-12 shall have a Mental Health Support Team composed of staff in the following positions. These individual positions will each play a distinct and important role in providing complementary mental health supports to the school as described below.

**Licensed School Social Workers:** Trained mental health professionals who can assist with mental health concerns, behavior concerns, positive behavioral support, academic and classroom support, consultation with teachers, parents and administrators as well as provide individual and group counseling. School Social Workers have special expertise in understanding family and community systems and linking students and their families with community services essential to promote student success. School Social Workers' training includes specialized preparation in cultural diversity, systems theory
and social justice, risk assessment and intervention, consultation and collaboration and clinical intervention strategies to address the social emotional and mental health needs of students.

Licensed School Social Workers assigned to Special Education work specifically with students who have an Individualized Education Program (IEP) to meet their identified needs.

**Licensed School Counselors:** Professionals who are uniquely qualified to address all students’ academic, transition, career and social/emotional development needs by designing, implementing, evaluating and enhancing a comprehensive school counseling program that proactively promotes and enhances student success. The School Counselor will work directly with students and families daily to proactively support mental wellness through classroom lessons for all students, evidence based small group counseling and individual counseling support. In addition, counselors assist in the coordination of post-treatment plans for students and refer students for school or community based mental health support.

**Licensed School Psychologists:** Highly qualified members of school teams who support students’ ability to learn and collaborate with teachers to problem solve and support instruction. They apply expertise in mental health, learning, and behavior, to help children and youth succeed academically, socially, behaviorally, and emotionally. School Psychologists partner with families, teachers, school administrators, and other professionals to help create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community. School Psychologists receive specialized advanced graduate and post graduate preparation that includes coursework and practical experience relevant to both psychology and education.

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
In the 2021-2022 School Year the School District will commit an additional $3.5 million to hiring additional staff in the following positions:

- General Education Social Workers
- Licensed School Nurses
- School Psychologists
- School Counselors
- Intervention Specialist

In the 2022-2023 School Year the School District will commit an additional $3.5 million to hiring additional staff in the following positions:

- General Education Social Workers
- Licensed School Nurses
- School Psychologists
- School Counselors
- Intervention Specialist

**Licensed School Nurses:** Healthcare professionals who understand the link between health and learning. They provide a comprehensive approach to preventing and addressing student health problems, including mental health concerns, that interfere with learning. The school nurse leads change to advance overall health and collaborates with school staff, students’ families, and community members to keep students safe at school and healthy to learn.

**Intervention Specialists:** 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.

The school’s Mental Health Support Team will provide support to schools by utilizing a Multi-Tiered System of Support (MTSS). Both parties agree that Multi-Tiered Systems of Support are proven to be most effective in supporting students. Appendix X outlines how each of these roles contributes 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. Subd. 1. Licensed School Social Workers.

**Special Education:** Saint Paul Public Schools will provide School Social Workers for Special Education students who have SSW services on their IEP in accordance to these ranges:

- Elementary: 35 - 40
Middle: 40 - 45
High School: 40 - 45

**General Education:** Saint Paul Public Schools will provide School Social Workers for General Education students.

In addition to staffing levels, it is essential that School Social Workers are able to perform their duties according to their professional training. To ensure this occurs, the parties agree that no social workers will have a schedule of when they be required to carry a walkie talkie.

Subd. 2. **Licensed School Counselors.** Saint Paul Public Schools will provide Licensed School Counselors by hiring additional counselors at the rates outlined in the three-year plan described above. Counselors will provide comprehensive school counseling services for all students. These new positions shall not include counselors who have specific job duties such as Early College, Career and Technology Education (CTE), or who are grant-funded.

It is essential that School Counselors are able to perform their duties according to their professional training. To ensure this occurs, the parties have agreed to the following:

- The following duties shall not be assigned to a Licensed School Counselor: Test proctoring, teaching prep classes, substitute teaching, master scheduling, and clerical work.
- No Counselors will have a schedule of when they will be required to carry a walkie talkie.

Subd. 3. **Licensed School Nurses.** Saint Paul Public Schools will provide nurses to support coverage in Health Offices by hiring additional nurses at the rates outlined in the three-year plan described above. In addition to a 1.0 FTE Licensed School Nurse, each secondary school will be assigned a 1.0 FTE Health Aide to work under the direct supervision of the Licensed School Nurse.

Subd. 4. **Licensed School Psychologists.** Saint Paul Public Schools will provide Licensed School Psychologists by hiring additional licensed school psychologists at the rates outlined in the table above, three-year plan described above. Licensed School Psychologists assignments will be made by the department.

Subd. 5. **Intervention Specialists.** Saint Paul Public Schools will provide Intervention Specialists by hiring additional intervention specialists at the rates outlined in the table above, three-year plan described above.
Additional staffing will be based on school needs as recommended by the licensed staff on the Mental Health Support Team.

SECTION 2 MENTAL HEALTH TRAINING FOR ALL TEACHERS

Subd. 1. STUDENT MENTAL HEALTH SUPPORTS/LICENSED EDUCATORS

The School Mental Health Support Team will provide onsite mental health and trauma informed training for up to 6 hours per school year. The training will be spread out throughout the school year. Each site will work to schedule training according to school schedules, needs and in coordination with the building administrator.
ARTICLE XX [New]

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.

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

The parties agree that the Student Mental Health Supports will be implemented over the 2020-2021, 2021-2022, and 2022-2023 school years. The parties will meet annually to review the implementation status and district hires for that school year.

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 X 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

In the 2021-2022 School Year the School District will commit an additional $3.5 million to hiring additional staff in the following positions:
- General Education Social Workers
- Licensed School Nurses
- School Psychologists
- School Counselors
- Intervention Specialists

In the 2022-2023 School Year the School District will commit an additional $3.5 million to hiring additional staff in the following positions:
- General Education Social Workers
- Licensed School Nurses
- School Psychologists
- School Counselors
- Intervention Specialists

Subd. 1. Intervention Specialists. Saint Paul Public Schools will provide Intervention Specialists to support schools by hiring additional intervention specialists— at the rates outlined in the table above, three-year plan described above. 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, each secondary school a 1.0 FTE Health Aide to work under the direct supervision of the 1.0 FTE Licensed School Nurse at the school.
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.

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.
## SPFE Proposal: Mental Health Support Teams in all Schools

### Examples of Team Supports by Job Classification in a Multi-Tiered System of Support

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<td><strong>School Psychologists</strong></td>
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<td><strong>School Nurses</strong></td>
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<tr>
<td><strong>Behavioral Intervention Specialists</strong></td>
<td><strong>Behavioral Intervention Specialists</strong></td>
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**Examples of Team Supports by Job Classification in a Multi-Tiered System of Support**

- **School Social Workers serving General Education Students**: Student Assistant Team (SAT) member; Support SAT interventions; individual and group 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 and group social skills instruction and counseling; help create and support Behavior Intervention Plans; help students to understand and manage their behavior; connect students with community mental health services when appropriate; follow up and support for students returning from intensive mental health programming.
- **School Counselors**: Individual and group 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; Provide support; Check in Check Out, Mental health program; small group social skill's (Coping Cat, DBT) training.

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**Examples of Team Supports by Job Classification in a Multi-Tiered System of Support**

- **School Social Workers serving General Education Students**: Check In Check Out, Mental health program; small group social skill's (Coping Cat, DBT) training.
- **School Social Workers serving Special Education Students**: Check In Check Out, Mental health program; small group social skill's (Coping Cat, DBT) training.
- **School Counselors**: Evidence based small group counseling sessions (examples: Mindset Matters, Coping Cat, Student Success Skills, True Grits, Bring Out The Best, Zone 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 students with the appropriate licensed staff.
SPPS COUNTER TO UNION
DATE: 3.7.2020

District Response to Proposal #2, SAINT
PAUL FEDERATION OF EDUCATORS
PROPOSAL #2 MAY 30, 2019 Contract years
July 1, 2019 to June 30, 2021 Presented
February 6, 2020
Counter March 7, 2020

SCHEDULES, ASSIGNMENTS, AND ADDITIONAL DUTIES AND
INTERPRETER PREPARATION TIME

EDUCATIONAL ASSISTANT CONTRACT AND
SCHOOL AND COMMUNITY SERVICE PROFESSIONAL CONTRACT

SPFE proposes adding the following language to the EA Contract:

ARTICLE 7. EMPLOYEES’ BASIC WORKDAY AND YEAR
(Additional language added to Article 7)

7.11 Schedules, Assignments, and Additional Duties: Educational Assistants 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, who may
be a licensed teacher 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 may file a
 grievance if the employee does not receive a schedule, if duties and responsibilities on
the schedule are outside the bounds of their job description, or if they are being
assigned additional duties beyond the schedule on a regular basis.

(New paragraph) 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. The union may file a grievance on
matters not resolved at this level, may be brought forward to Human Resources in a
meet and confer process.

7.12 Interpreting Services: All Educational Assistants in the following classifications:
EA1-ESEA-ELL; EA2-ELL; EA2-LCD-Bilingual; EA2-ELL-Bilingual; EA2-NHQ-
Language Interpreter; EA2-Interpreter for Deaf, who provide interpreting services so
students can access educational content shall be entitled to 426 100 minutes of
dedicated preparation time per week. This time will be part of the normal duty day,
separate from emailing and billing time, and will be used to read materials, research and
rehearse language choices, preview videos, collaborate with colleagues and create
interpretation plans.
SPFE proposes adding the following language to the SCSP Contract:

ARTICLE 8. PROFESSIONAL WORKDAY AND WEEK
(Additional language added to Article 8)

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, who may be a licensed teacher 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 may file a grievance if the employee does not receive a schedule, if duties and responsibilities on the schedule are outside the bounds of their job description, or if they are being assigned additional duties beyond the schedule on a regular basis.

(New paragraph) 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. The union may file a grievance on matters not resolved at this level, may be brought forward to Human Resources in a meet and confer process.)
NATIONAL BOARD CERTIFICATION

TEACHER CONTRACT

ARTICLE 9. ADDITIONAL COMPENSATION PROVISIONS (continued)

SECTION 10. NATIONAL BOARD CERTIFICATION

A teacher (NBCT), school nurse (NBCSN), or school psychologist (NCSP) who is National Board Certified in one or more areas will receive a lane change with an effective date consistent with ARTICLE 8., SECTION 3, 3,500 $3,750 annual stipend, provided the employee worked a minimum of 100 duty days in that school year. Teachers, school nurses and school psychologists who maintain their certification for ten (10) years or more will receive an additional $750 annual stipend. This stipend will be paid on an hourly rate over each biweekly pay period.

Subd. 1. Teachers attempting to become National Board Certified shall receive a $1,000 stipend in the year they seek certification or renewal upon completion of the work required for certification or renewal.

Subd. 1. In addition to the annual stipend, teachers attempting to become National Board Certified shall receive a $1,000 stipend in the school year during which they seek to complete the certification or renewal process. This stipend shall be payable immediately upon demonstrated completion of the work required for certification or renewal, irrespective of whether certification is ultimately achieved.

Subd. 2. Teachers seeking certification or renewal shall receive a $300 allowance for materials during any school year in which they have registered for certification. Reimbursement requires receipts and is subject to verification.

Subd. 3. Candidate teachers may use up to six (6) hours of the District professional development meeting times during the any school year when they are seeking in which they have registered for certification to complete work toward certification upon advance notification to the principal.
Subd. 4. Upon teacher request, the District shall reimburse the teacher for the cost of any component required for certification (limit of $475 per component, for a total of no more than $1,900 over a period of up to three years). Any money the District pays toward the cost of certification will be deducted first from the one-time $1,000 stipend paid upon completion of all four components, and after that from the annual stipend paid during the teacher's first year of certification.

Subd. 5. Teachers seeking certification shall be exempt from the requirements of TD&E in any school year during which they are seeking certification. This exemption shall take effect when the teacher registers for certification. Teachers who do not complete at least one component during a school year in which they are exempt are not eligible for exemption the following school year.

Subd. 5. Educators seeking certification shall be exempt from the summative evaluation TD&E requirement if their summative evaluation year is the same school year in which they are applying for national board certification. The portfolio submitted for board certification can only be used to fulfill the summative evaluation TD&E requirement. The educator must complete all other required TD&E components in the three-year cycle.

Subd. 6. The District shall provide for one FTE Instructional Coach position, to be filled by a National Board-Certified Teacher, for the purpose of raising awareness about National Board Certification and providing structured support and coaching for teachers across the district who are pursuing certification.

SECTION 11. CERTIFIED SPEECH CLINICIANS, SOCIAL WORKERS, NURSE PRACTITIONERS, and OCCUPATIONAL THERAPISTS

Subd. 1. Certified Nurse Practitioners, Speech Clinicians who hold CCC certification and Social Workers who hold LICSW license and Occupational Therapists who hold NBCOT will receive a lane change with an effective date consistent with Article 8., SECTION 3. $3,500-$3,750 annual stipend paid on an hourly rate over each biweekly pay period. Certified Nurse Practitioners, Speech Clinicians who hold CCC certification and Social Workers who hold LICSW license that renew their certification at the ten-year expiration date will receive an additional $750 who maintain their certification for ten (10) years or more will receive an additional $750 annual stipend. This stipend will be paid on an hourly rate over each biweekly pay period.
Certified Nurse Practitioners, Speech Clinicians who hold CCC certification and Social Workers who hold LICSW licenses shall be eligible for the additional compensation and reimbursements in ARTICLE 9, SECTION 10, Subdivisions 1-4 above where applicable.
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.
ADVANCING TEACHING AND LEARNING

TEACHER CONTRACT

ARTICLE 19. TEACHING AND LEARNING FOR CAREER EDUCATORS

SECTION 2. Advancing Teaching and Learning

Subd. 2. Peer Assistance and Review (PAR) Board.

2.1 The PAR Board shall have 14 members. The Federation selects seven (7), which includes the president and her/his designees representing various license areas and specialties. The District Administration selects seven (7) PAR Board members, representing various departments, such as superintendency, principals, ELL, special education, professional development, and human resources. The Board will meet on a schedule designed by the Peer Assistance and Review development committee.

2.2 The PAR board will be co-chaired by one SPFT SPFE member and one district administrator. The SPFT Coordinator shall receive a $1,500 stipend.

2.3 A quorum shall require the presence of 10 members of the Board, if one is called for.

2.4 The PAR Board will develop, review and revise PAR program policies, procedures and documents. It will create a job description, selection process, and performance review procedures for all district positionsPAR lead and PAR educator positions, associated with and for use within the Peer Assistance and Review program. The PAR Board will interview and select PAR Educators and Leads. A sub-committee of PAR Board members representing both the District and SPFE, will participate in PAR educator and PAR lead interviews and make recommendations to the district administrator supervising the PAR program. Compensation for these positions must be mutually agreed upon between the District and the Federation. Discussions at the PAR Board will be kept confidential out of respect for the sensitive personnel matters discussed. The PAR Program Policy Book will be reviewed annually and all changes will be approved recommended by the PAR Board will be approved by the Superintendent.

Subd. 3. Peer Assistance and Review for Probationary Teachers.

3.1 Beginning with teachers hired for the 2012-13 school year, Peer Assistance and Review shall occur for all regularly licensed teachers during their probation period. The PAR Board will determine appropriate assignments of PAR Educators. Prior to the start of the school year the PAR lead in conjunction with the district administrator overseeing supervising the PAR program will determine appropriate assignments of PAR Educators.

3.2 Any principal recommendation for non-renewal of a teacher, who was previously recommended for renewal by the PAR Board, must be followed by an observation of the teacher in question by the Assistant Superintendent. If the Assistant Superintendent concurs with the principal's recommendation for non-renewal, this recommendation will be presented to the PAR Board, for review only, prior to any recommendation by the Superintendent to the Board. Nothing in this paragraph is intended to grant the
PAR Board the power to overturn this recommendation or to limit the Superintendent's or the Board's statutory authority to determine whether a probationary teacher shall be non-renewed.

Subd. 4. Peer Assistance and Review for Tenured Teachers

4.1 Tenured teachers professional growth will include opportunities through, but not limited to, peer assistance and review as designed by the PAR Board, the district professional development advisory committee, the site staff development committee, the individual's supervisor, and individual teacher direction.

Subd. 5 Achievement of Tenure. Teachers shall be governed by the achievement of tenure program. The achievement of tenure program shall allow teachers to add new skill areas during probation. First year teachers in secondary schools will be assigned no more than three (3) different courses to teach during any grading period. This language does not apply to schools funded under ALC, special education, other alternative settings or secondary schools with enrollment under 100 students per grade level. No first year teacher shall be assigned to teach from a cart. Probationary teachers in the year they work with a PAR consulting-teacher educator will be paid the Professional Development rate in Appendix D for at least one (1) hour of induction time per week to take place before or after the regular school day. In addition, probationary teachers can utilize one (1) hour per week of job embedded professional development time for induction activities. Probationary teachers who do not receive job embedded professional development time shall be paid at the Loss of Preparation Time rate in Appendix D for at least one (1) hour of induction time per week to take place before or after the regular school day. Induction activities shall include work with a PAR consulting-teacher educator, lesson planning, and other work necessary to orient the teacher and allow the teacher to develop skills.

SECTION 3. Peer Assistance and Review Program Development

3.1 Oversight of this development process will be the responsibility of a subcommittee of the PAR Board comprised of five (5) teacher members, three (3) administrator members and two (2) building principal members.

3.2 A PAR development coordinator will be responsible for coordinating the design of the PAR program. Additional responsibilities of the PAR coordinator include working with appropriate district offices to determine alternative, existing, and relevant funding sources to sustain PAR.

3.3 When the PAR development coordinator position is vacant, a committee comprised of three (3) Federation members and three (3) district officials will interview candidates and recommend a finalist to the SPFT SPFE Executive Board and the Superintendent. A candidate shall be appointed once approved by the SPFT SPFE Executive Board and the Superintendent.

3.4 The continued development and implementation of PAR will be funded by the Saint Paul Public Schools.

SECTION 4. Peer Assistance and Review consulting-teacher Educators

4.1 Prior to the start of the 2012-13 school year and provided qualified applicants are available, a PRIOR to the start of each school year, PAR consulting teachers educators shall be identified and trained, although not necessarily released from normal classroom duties full-time, in each license area employed by the Saint Paul Public Schools. Beginning in the 2012-13 school year, probationary and tenured teachers in the PAR program shall have access to a consulting-teacher PAR educator in their license area upon request availability.

4.2 PAR consulting teachers educators shall be appointed by the Superintendent upon recommendation of the PAR Board district administrator supervising the PAR program. PAR consulting teacher educator positions are intended to give teacher leadership opportunities to classroom teachers, they are not intended to prepare teachers to be administrators. PAR consulting teacher educator shall be appointed for no more than three (3) four (4) consecutive school years. However, PAR consulting teacher educators who are not released full-time or are available "on-call" shall not be limited to three (3) four (4) years in that role. At the conclusion of a teacher's appointment as a PAR consulting teacher educator, that teacher shall have a right to return to a position in the teacher's license area at the teacher's school of origin except that a PAR consulting teacher educator may not displace a more senior teacher at the
school of origin. A PAR consulting teacher educator who wishes to return to their school of origin must notify the principal of that building no later than February 1 of the year prior to return.

4.3 PAR consulting teacher educators who are employed full-time in classroom teaching positions and assigned to work with probationary or tenured teachers shall receive loss-of-prep pay for any full day of PAR work in addition to their normal daily rate of pay. Such pay shall be limited to a maximum of 5 days per year for each PAR consulting teacher educator unless otherwise determined by the PAR Board. PAR duties performed outside the normal duty day or school year shall be paid at the teacher’s pro rata hourly rate.

4.4 PAR consulting teacher educators will have no more than 15 teachers assigned to them at any time during the school year unless the PAR Educator agrees to a higher case load with the approval of the PAR Board.

4.5 Probationary teachers who are not assigned a PAR Educator during their first year, shall be assigned a mentor and receive regular administrative evaluations during their first year as required by state statute.

4.6 Teachers seeking leadership positions within the teacher bargaining unit must have received an summary evaluation of their instructional practice within the last 12 months 3 years prior to appointment to a leadership position at a level of proficient or greater. This evaluation may have been done by an administrator or a PAR consulting teacher. Leadership positions include, but are not limited to, the following positions: academic coach, consulting teacher, PAR educator, student teacher host, administrative intern.

4.7 Teachers seeking support to explore or seek National Board Certification will have access to may request support from a PAR consulting teacher educator, at the teacher’s discretion and subject to the availability of the PAR consulting teacher educators assigned.

4.8 Teachers assigned to a different license area, different grade level or experiencing any other significant change in duties will have access to may request support from a PAR consulting teacher educator at the teacher’s discretion subject to the availability of the PAR consulting teacher educators assigned.

4.9 Any other teacher may be assigned a PAR consulting teacher, for any reason, if the teacher may request PAR support, assistance subject to the availability of the PAR consulting teacher educators assigned.

SECTION 3. TEACHER DEVELOPMENT AND EVALUATION

At the start of each school year, Principals will create a schedule of evaluations that includes probationary and tenured staff who are on the summative phase of their TD&E cycle for the year. The schedule will be shared during opening week with staff. These evaluations will not take place during the first thirty days of school or the last thirty days of school.

At the start of each school year, Principals administrators will create a tentative schedule of evaluations that includes probationary and tenured staff who are on the summative phase of their TD&E cycle for the year. The schedule will give a two week window of time that the evaluation will occur and will be shared during opening week with staff. Whenever possible these formal evaluations will not take place during the first thirty days of school or the last thirty days of school.

At the start of each school year per the TD&E Timeline, building principals or supervising administrators will create a schedule of evaluations that includes probationary and tenured staff who are on the summative phase of their TD&E cycle for the year. The schedule will be shared by the end of the second week of school. The schedule will give a two week window of time that the evaluation will occur. If a situation occurs where the schedule must be changed, the building principal or supervising administrator will meet reschedule with notification after consultation with the affected educator. These evaluations should not take place during September or after May 15.
SAINT PAUL FEDERATION OF EDUCATORS
PROPOSAL #7

SPFE Counter Proposal 2/19/20

Commitment to School Integration
Statement of Intent

The Board of Education, Independent School District No. 625 (hereinafter "District"); and the Saint Paul Federation of Educators, Local No. 26 (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:

SPPS Administration is in the planning stages of the “District’s Operational Plan”. This operational plan will include a multi-year timeline and will include a project work team specific to integration:

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 taskforce work team will be This long-term plan will be presented to the School Board and SPFE Executive Board prior to the end of the 2020-2021 school year.

To ensure the continuation of this important work, the Federation and the District agree that St. Paul Public Schools will work on a plan to implement the recommendations from the original Board/SPFE Task Force.
March 12, 2020 SPFE Counter to:
District Counter to SAINT PAUL FEDERATION OF EDUCATORS
PROPOSAL #8
Collaboratively Seeking Full Funding for Racially Equitable Schools
Statement of Intent

Whereas: The difference between the Fiscal Year 2021 formula allowance per ADM and the inflation-adjusted formula allowance since 2003 is $640; this would amount to approximately $25 million in additional state aid for Saint Paul Public Schools.

Whereas: State funding for public education in Saint Paul has, compared to inflation, declined by over $1600 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.

b. 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. 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.
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.
ARTICLE 22 Teacher Contract,
NEW ARTICLE, Educational Assistants and SCSP Contracts
Contract years July 1, 2019 to June 30, 2021
September 12, 2019
Presented Thursday, November 14, 2019

ACADEMIC PARENT TEACHER TEAMS

TEACHER CONTRACT

ARTICLE 22. SECTION 2. ACADEMIC PARENT-TEACHER CONTRACT

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 and teacher sets student-specific academic goals for their child and makes a plan for how they will achieve them. In addition to collaborating on reaching the goals for the whole class.

APTT, especially when combined with a home visit, has been shown to increase achievement, lower disciplinary referrals and suspensions, and increase family involvement. Subd. 4. Sites must conduct a vote with the staff in their building prior to May 1 of the school year prior to the implementation of the APTT model. In any school where at least seventy-five (75) percent of the full-time licensed staff assigned to the school support implementation and impacted families are consulted on the APTT implementation consistent with the requirements of the APTT model, the following changes will be implemented. Staff wishing to implement APTT in their classroom will give notice to their building principal and the district APTT coordinator prior to May 1 of the school prior to implementation. Such notice shall include: Information about the APTT program, the supports available from the district and the support needed from the school. The following changes will take place where APTT implementation is occurring:

1.1 An APTT Champion will be selected by the APTT Committee consisting of: the APTT Coordinator; the school principal; the Building Steward; 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 $2,499-$2500 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.

1.2 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.

1.3 Training for APTT will be held during the summer and fall. Participants will be paid according to the Professional Development pay rate in Appendix D.

1.4 The schedule for the following school year will be altered to allow for the APTT classroom conferences. These conferences will be scheduled using the parent teacher conference hours referenced in ARTICLE 14, SECTION 3, Subd. 2. Scheduling will be done based on the expected needs of the families at that school, availability of transportation, child care and interpreter services where applicable and other considerations identified by the staff at the school. At least three (3) 75 minute APTT group conferences plus one individual family conference of at least twenty (20) minutes shall be scheduled.

1.5 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, transportation, 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.

1.6 Due to the additional responsibilities that come with implementing APTT, teachers will receive a $400-$200 stipend for each APTT group conference and follow up professional development debrief session that they complete. They will also be released from all conference meeting requirements for traditional spring conferences (two conference evenings and one conference day at the elementary level).

1.7 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.

Subd 2. OTHER CONFERENCE MODELS
Teachers, including secondary, may present other models for academic conferences and parent engagement at the January, February or March Professional Issues Committee (PIC) meeting. Funding to support any new programming must be included in the defined annual budget dedicated to support our engagement projects. Such alternative models may be implemented for the following school year when mutually agreed to by the District and the Federation.

To accomplish this, the District proposes that the annual budget for our joint family engagement projects (e.g. PTHV, APTT) be divided in the following manner in each school year:
- Parent/Teacher Home Visits – annual budget of $175,000
- Academic Parent Teacher Teams – annual budget of $181,000

In the event that either of the engagement projects have a projected/actual budget balance, flexibility will be allowed to share resources across projects within the same fiscal year. This decision will be made in coordination with the APTT Coordinator and the Director of the Office of Family Engagement and Community Partnerships, and the PTHV training team during the December meeting required under Article 22, Section 1, subd 1.

EDUCATIONAL ASSISTANT AND SCSP CONTRACTS

NEW ARTICLE

SECTION 1: PARENT TEACHER HOME VISIT
[Insert Appendix B from page 49 of EA Contract] [Insert MOU from page 34 of SCSP Contract]

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. The following changes will take place where APTT implementation is occurring:

1.1 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 $2500 for the year that
employee 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.

1.2 The District will continue to provide one .75 APTT Coordinator position to coordinate implementation for the employees implementing APTT. Both parties agree that PIC will be used to continue to assess additional supports needed before the end of this contract period.

1.3 Training for APTT will be held during the summer and fall. Participants will be paid the Professional Development pay rate in Appendix D of the Teacher Contract at their rate.

1.4 The schedule for the following school year will be altered to allow for the APTT classroom conferences. These conferences will be scheduled [EA CONTRACT: using the parent teacher conference hours referenced in ARTICLE 7.7 [SCSP CONTRACT: and employees may use Flex Time per ARTICLE 6]. Scheduling will be done based on the expected needs of the families at that school, availability of transportation, childcare and interpreter services where applicable and other considerations identified by the staff at the school. At least three (3) 75 minute APTT group conferences plus one individual family conference of at least twenty (20) minutes shall be scheduled.

1.5 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, childcare, materials, etc.). The cost of logistics and implementation (translations, interpreters, and childcare) of the APTT model will be covered by the District’s budget.

1.6 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.

The district reserves the right to present new, add to, modify, or delete from these proposals at any time during these negotiations.
TEACHER CONTRACT

Proposal for Support for Special Education Student Learning

[New] ARTICLE XX:

1. For the 2020-2021 School Year, the district will follow the staffing parameters below:

<table>
<thead>
<tr>
<th>Federal Setting</th>
<th>Caseload</th>
<th>Special Ed. Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECSE 3-6 year olds - self-contained Classroom</td>
<td>6-8 students per Classroom</td>
<td>1 ECSE teacher 2 additional special education staff</td>
</tr>
<tr>
<td>ECSE 3-6 year olds, teachers providing supports in inclusive or natural settings</td>
<td>12-16 students case managed</td>
<td>Special education teams may include an ECSE teacher and related services staff. Para support will be determined based on IEP needs.</td>
</tr>
<tr>
<td>Federal Setting I &amp; II Elementary</td>
<td>17-19 students served case managed</td>
<td>1 Special Education Teacher</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Para support will be determined based on IEP needs.</td>
</tr>
<tr>
<td>Federal Setting I &amp; II Secondary</td>
<td>18-22 students served case managed</td>
<td>1 Special Education Teacher</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Para support will be determined based on IEP needs.</td>
</tr>
<tr>
<td>Federal Setting III - DCD/ ASD</td>
<td>6-9 students</td>
<td>1 special ed. Teacher 2 additional special education staff.</td>
</tr>
<tr>
<td>Federal Setting III - EBD</td>
<td>8-10 students</td>
<td>Plus a floater special education staff for every 2 classrooms to support breaks, lunches, etc.</td>
</tr>
</tbody>
</table>

To ensure that special education teachers have paraprofessional support, the district agrees to following MN Rule 3525.2340, as well as honor the MOU titled: *Special Education Caseloads and Supports*. In self-contained classrooms where there are students with different service levels, the staffing numbers outlined in the Minnesota Rule that meet the students with the most needs will apply.

The parties agree to meet regarding specialized programs that do not fit the mode above and discuss appropriate staffing.

**Speech Language Pathologist Staffing**

<table>
<thead>
<tr>
<th>FTEs</th>
<th>Elementary Staff</th>
<th>Secondary Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>35-40</td>
<td>41-45</td>
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**Occupational Therapist Staffing**

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<th>FTEs</th>
<th>Elementary Staff</th>
<th>Secondary Staff</th>
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</thead>
<tbody>
<tr>
<td>1.0</td>
<td>35-40</td>
<td>40-50</td>
</tr>
</tbody>
</table>

**Physical Therapist Staffing**

<table>
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<tr>
<th>FTEs</th>
<th>Elementary Staff</th>
<th>Secondary Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>35-40</td>
<td>40-50</td>
</tr>
</tbody>
</table>

In addition, during the 2020-2021 School Year a committee will be formed. The parties will meet to review data and develop caseload and workload parameters used for staffing for the 2021-22 School Year. The committee will include representation from the district and SPFIE including Special Education Teachers serving students in Federal I, II, III, and IV settings, ECSE Educators, Educators from transition programs, Occupational
Therapists, Physical Therapists, Speech Language Pathologists and School Social Workers. The parties agree to meet, at a minimum, monthly starting in September 2020 with the goal of reaching an agreement on new caseload/workload parameters for the 2021-2022 school year by April 1, 2021. Any new agreements reached will be used to recommend future contract language.

1. **Best Practices.** Placement, school administrators, and staff should make every reasonable effort to ensure that students in special education are placed in classrooms with similar aged classmates. If a teacher feels such efforts were not reasonable; the matter shall first be discussed with the building administrator and the special education supervisor. If not resolved, the issue may be discussed at the next Special Education Professional Issues Committee (SPED PIC) or at the regular Professional Issues Committee, whichever comes first. Common scheduling of mainstream classes should be used to maximize paraprofessional support.

2. **Open SPED Classroom Teaching Positions.** The priority for staffing is filling building level special education teacher positions. Current SPPS special education teachers who are hired into coaching roles will not transition until their classroom position is filled.

3. **Co-Teaching.** Consistent with the co-teaching model adopted by the District, no co-taught class with students receiving IEP academic and behavioral special education services shall contain more than 1/3 special education students. Placements in co-taught settings should be appropriate for each individual student; and allow for the least restrictive environment in accordance with the IEP team decision.

4. Nothing in this agreement is intended to supersede other agreements regarding staffing for specific special education programs such as the Bridge View School or Birth to Three Program.

**EDUCATIONAL ASSISTANT CONTRACT**

**ARTICLE 7. EMPLOYEES’ BASIC WORKDAY AND YEAR**

7.7.4 **Special Education EA Professional Development.** Educational Assistants will be notified via email and/or in person from their supervising administrator or licensed teacher of their eligibility to attend special education professional development with our special education teachers.
TEACHER CONTRACT

MEMORANDUM OF AGREEMENT

[new article] article x. Regarding: SUPPORTING ENGLISH LEARNERS

SECTION 1. ELEMENTARY ENGLISH LEARNERS

In the 2020-2021 school year, the district agrees to progress towards maintain an EL teacher caseload with a weighted limit of 52, as listed in the table based on EL enrollment and proficiency levels.

Beginning with the 2021-2022 school year, the district agrees to maintain an EL teacher caseload with a weighted limit of 50, as listed in the table based on EL enrollment and proficiency levels.

<table>
<thead>
<tr>
<th>WIDA Composite Proficiency Level</th>
<th>Student Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>1.5</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
</tr>
</tbody>
</table>

SECTION 2. SECONDARY ENGLISH LEARNERS

In the 2020-2021 school year, the district agrees to progress towards maintain an EL teacher caseload with a weighted limit of 52, as listed in the table based on EL enrollment and proficiency levels.

Beginning with the 2021-2022 school year, the district agrees to maintain an EL teacher caseload with a weighted limit of 50, as listed in the table based on EL enrollment and proficiency levels.
EL classes for students in Level 1 to 2 will have a class size cap of 27 students. Secondary sites that have more than twelve (12) EL students who qualify for Level 1.5 services shall offer a 1.5 EL class. Level 1.5 classes will have a class size cap of 27 students.

The FTEs in secondary must provide direct EL instruction in ELD classes and co-teaching. One primary goal of these additional FTEs is to provide EL service to eligible EL students not currently receiving EL service. Additionally, this increase in service will be accomplished without reducing support to ELs at level 1 and level 2.

The guidelines stated above will be used again in the 2019-2020 school year staffing increase and any additional 2020-2021 increases of EL staffing.

<table>
<thead>
<tr>
<th>WIDA Composite Proficiency Level Secondary LA students</th>
<th>Minimum Number of EL Classes with a licensed EL teacher</th>
<th>EL Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0-1.9</td>
<td>4</td>
<td>LA levels 1, 1.5, and 2 students will receive ELA in a double block, Science, and Social Studies instruction in a sheltered class taught by an EL teacher. Level 2 core classes that offer content credit will be taught by a dual-licensed EL teacher, an EL teacher who holds an appropriate variance, or co-taught. Math classes will be co-taught or taught by a content teacher.</td>
</tr>
<tr>
<td>2.0-2.9</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WIDA Composite Proficiency Level for SLIFE EL (Non-LA) Secondary and students meeting at least 3 elements of the MN LEAPS Act SLIFE Definition</th>
<th>Minimum Number of EL Classes with a licensed EL teacher</th>
<th>EL Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WIDA Composite Proficiency Level for Secondary ELs who are Non-SLIFE, Non-LA-LTEL and/or US born</td>
<td>Minimum Number of EL Classes with a licensed EL teacher</td>
<td>EL Service</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>1.0-1.9</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

- Level 1, 2, and 3 students with SLIFE designation will receive 3 EL classes cohoorted for Language Arts, Social Studies, and Science. These classes may be co-taught with licensed content teachers. Students will be offered schedules that include an English Language Development (ELD) section. The ELD classes should be aligned to a specific content area, taught by a licensed EL teacher, and focus on language acquisition in the four modalities of reading, writing, listening, and speaking.

- Level 4 students will receive 2 EL classes that may be cohoorted or co-taught by teachers with appropriate licensure.

- If a student at level 3 or higher requests to be scheduled into non-cohoorted courses, and/or requests not to be in an ELD class, these requests shall be granted. For example, a student might like the support of a cohoorted ELA class but would like to be scheduled into a non cohoorted science class.
<table>
<thead>
<tr>
<th>Level</th>
<th>Number of Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.0-2.9</td>
<td>2</td>
</tr>
<tr>
<td>3.0-3.9</td>
<td>1</td>
</tr>
<tr>
<td>4.0-4.9</td>
<td>1</td>
</tr>
</tbody>
</table>

- Level 1 and 2 students will receive two classes with an EL teacher. The classes can be sheltered or cohorts and taught by an EL licensed teacher. Accommodations must be made for students who also receive specialized services.

- Level 3 non LA students (including Long Term ELs) will receive 1-2 classes with an EL teacher. Students will be offered schedules that may include an English Language Development (ELD) section. The ELD classes that should be aligned to a specific content area, taught by a licensed EL teacher, and focus on language acquisition in the four modalities of reading, writing, listening, and speaking.

- Level 4 students non LA (including Long Term ELs) will receive 1 co-taught class, which may be cohorts if needed, taught by an EL teacher and a content teacher. This co-taught class will focus on academic content and academic language development. It will also focus on language acquisition in the four modalities of reading, writing, listening, and speaking.

- If a student at level 3 or higher requests to be scheduled into non-cohorted courses, and/or requests not to be in an ELD class, these requests shall be granted. For example, a student might like the support of a cohorted ELA class but
would like to be scheduled into a non-cohorted science class.

An ELD section cannot be an advisory.

In the case of an EL student who has an IEP, the IEP team (which includes the parent and student, as appropriate) will choose the best combination of courses to progress the student towards graduation. Dually identified students must be served by both EL and Special Education.

SECTION 3. EXCEPTIONS. When these requirements are not followed on a school’s master schedule, solutions will be determined by an EL schedule problems committee, consisting of one administrator, the counseling department, the EL department, and the SPFE steward or designated union representative. The goal of this committee is to ensure that all EL students are scheduled appropriately according to their level, skills, grades, credits needed to graduate, age, and that all eligible EL students receive service from an EL teacher. The committee will convene at the beginning of the school year and at the beginning of quarter three. Any resulting schedule changes for students will be communicated to students and families.

Any disputes will be resolved through the grievance process.

SECTION 4. LANGUAGE ACADEMY ELEMENTARY CLASSES. Elementary classrooms at Language Academy (LA) sites will be monitored throughout the school year to ensure accurate placement. When a Language Academy classroom reaches class size limits, the staff will do the following:

- Administrators will contact the Student Placement Center and the Office of Multilingual Learning to review the school’s Language Academy enrollment.

- MLL staff will send monthly updates to all Language Academy sites regarding changes in their Language Academy student enrollment including openings per section/grade level.

- Student Placement will offer families a district-wide Language Academy option (e.g. Four Seasons Elementary, Humboldt High School, and LEAP High School), and encourage them to attend one of the district-wide Language Academy schools.

SECTION 5. EL PLACEMENT
WIDA Screener and Native Language Literacy Assessment at the Student Placement Center

Completing the WIDA Screener at the Student Placement Center prior to a student starting school is critical to ensure accurate class placement and scheduling of EL students.

Students who submit enrollment applications online or by mail with Saint Paul Public Schools, will receive the following:

- A written notification available in multiple languages will be sent to families informing them to proceed to the Student Placement Center to complete the WIDA Screener (Grades 1-12) and the SLIFE Identification assessment (Grades 7-12) prior to attending their assigned school.

- Follow up phone calls from MLL bilingual staff to families during the summer.

Encouragement from school administrators/clerks/counselors to families complete the WIDA Screener prior to the start of the school year.

Note: Students who register at the Student Placement Center will complete all four domains of the WIDA Screener at the Center. Staffing at the Student Placement Center will be increased as necessary to conduct these assessments.

Native Language and Literacy Assessment
SPPS views a student’s home native language as an asset that should be nurtured as a skill for achieving the two goals of academic English proficiency and grade level content knowledge. SPPS Placement Center will offer the Native Language Assessment to all students who take the WIDA Screener in grades 7-12 who meet the SLIFE criteria. The results of the SLIFE screener and the Native Language and Literacy Assessment will be uploaded to Campus by staff designated by MLL and SPC so that the information is available to teachers and administrators.

SECTION 6. GRADUATION PATHWAY FOR SLIFE
A six-year graduation pathway will be offered to students who need extended time to meet the Minnesota graduation requirements. The pathway will begin at Grade 9 for students. In the student's record (i.e. Campus), extended time will be designated with the suffix “E” for extended time in the grade (i.e. 9, 9E, 10, 10E). The E means the student is extending time in the grade level, but NOT repeating classes or grades. Parents and students will be informed of the six-year graduation pathway when they enroll in the district. This information will be available in writing in multiple languages at the Student Placement Center, and at their new school and will be communicated by the counselor.
General education teachers, a counselor, administrator, an EL teacher, and a parent must periodically review multiple performance data points when determining the six-year option. The pathway is flexible and accounts for individual student’s strengths and needs over time.

SECTION 7. LATINO CONSENT DECREED IDENTIFICATION

SPPS will institute an “LCD Flag” in the SPPS Student Information System for all students who are eligible. The Family Engagement director will work with the Office of Family and Community Engagement and OTL to add an LCD flag in Campus and ensure student flags are accurate and up to date.

SECTION 8. LANGUAGE ACADEMY DEFINITION

Students who have a WIDA Composite Proficiency Level of 1.0-2.9 shall be considered Language Academy students.

SECTION 9. ACCESS TESTING

To ensure continuity in EL services throughout the school year, the ACCESS test for EL students shall not be proctored exclusively by EL teachers or MLL Educational Assistants in either elementary or secondary schools in order to minimize disruption to delivery of EL services. Tests shall be proctored by MLL TOSAs or a district cadre of retired EL teachers trained to administer the ACCESS test—a combination of building staff that includes some combination of the following but is not limited to EL teachers and MLL EAs, teaching and EA staff, and non-classroom staff. In the event that more staffing is needed then the Office of Multilingual Learning, in concert with REA, will assist the building.

This Memorandum of Agreement shall be in effect for the duration of the 2019-2021 labor agreement.

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.
EL TEACHER CLASSROOM ASSIGNMENTS

TEACHER CONTRACT

ARTICLE 23. ROOM ASSIGNMENTS AND MOVING

SECTION 1. CARTS AND PORTABLES

Subd. 1. District administration will work with school principals to establish a schedule that provides for the rotation of the use of carts and portable classrooms by teachers. The use of a cart or portable by a teacher shall be limited to no more than two (2) consecutive years. However, it is recognized that exigent circumstances may arise where a teacher may be assigned a cart or a portable classroom for more than two (2) years, or where a teacher volunteers. Rotations for cart assignments may be developed to deal with such circumstances and shall be permitted when mutually agreed to by both the federation steward and principal at the school. This language does not apply to teachers during portions of their day where they are co-teaching as part of a collaboration model. No first-year teacher shall be assigned to teach from a cart.

Subd. 2. No science teacher shall be assigned to a cart except in exigent circumstances. However, rooms may be designated as science rooms and shared among science teachers. Adequate storage and workspace must be provided when classrooms are shared. Subdivision 2 is not grievable beyond Level 3 of the grievance procedure.

Subd. 3. EL teachers shall be included in the rotation of the use of carts and portables. When designating space to secondary EL teachers, content area and class size shall be taken into consideration, so there is adequate space and equipment for teaching, and will be in line with building practices of space assignment for general education teachers of content areas.

SECTION 2 remains the same.
TEACHER CONTRACT

ARTICLE 9, SECTION 9. CONTRACT TEACHERS AS SUBSTITUTES

Subd. 1. Contract teachers assigned by the principal to serve as occasional substitutes during their preparation period shall be compensated at the hourly rate stated in Appendix D per class hour. When less than a full preparation period is required, but a major part of a half-period or full period is used, half or full payment shall be allowed. Teacher shall not be pulled from providing services to students to sub for an absent teacher.

Subd. 2. Conditions for reimbursement include situations which, in the judgment of the building principal, require a teacher to relinquish a preparation period for the purposes of class coverage. In the event of a building emergency, teachers shall provide such supervision without compensation.

Subd. 3. When a teacher is absent, and a substitute is not available, TOSAs shall be assigned to cover the classroom of the absent teacher as part of a regular rotation with other licensed staff in the building. If necessary, classes will be covered by teachers during their preparation times and those teachers will receive the loss of preparation time rate in Appendix D for missing their preparation time.

Subd. 4. These provisions are not intended to increase the use of preparation periods for class coverage. To the extent feasible, assignments of contract teachers as substitutes for purposes of this section shall be distributed equitably.

Subd. 5. All special education licensed service providers shall be excluded from providing coverage for general education staff for meetings or when no substitute teacher is available, except on an emergency basis or in self-contained special education programs.

NEW SUBDIVISION

Subd. 6. All EL licensed service providers and a substitute assigned to an EL licensed teacher shall be excluded from providing coverage for general education staff for meetings or when no general education substitute teacher is available, except on an emergency basis.

Subd. 7. All English Learner teachers can be included in a regular rotation with other licensed staff in the building for substituting during their preparation period.
only and those teachers will receive the loss of preparation time rate in Appendix D for missing their preparation time. EL teachers shall not be pulled from providing services to students to sub for an absent teacher.

Subd. 7. To ensure that there is not a loss of EL services, all English Learner substitute teachers shall be excluded from being asked to or pulled to cover general education classrooms instead of fulfilling their EL substitute jobs.
SAINT PAUL FEDERATION OF EDUCATORS
SPFE Counter - PROPOSAL # 14
February 19, 2020

MEMORANDUM OF UNDERSTANDING

NEW ARTICLE TO TEACHER CONTRACT

ARTICLE X, Co-Teaching Best Practices

St. Paul Public Schools has demonstrated a commitment to increasing special education and EL student access to the inclusive classroom through the co-teaching model. Saint Paul Federation of Teachers is supportive of a co-teaching model that best meets the student needs and ensures positive educational outcomes for all students.

St. Paul Public Schools uses the following definitions to frame its collaborative teaching experiences:

- Co-Teaching: Two teachers working together with groups of students, sharing the planning, organization, delivery and assessment of instruction, as well as the physical space.

- Collaboration: Two teachers working together where the general education teacher is responsible for the planning, delivery and assessment and the collaborating teacher offers programmatic support.

In support of the co-teaching model, Saint Paul Public Schools will continue to provide guidance to building leaders and teachers engaged in co-teaching partnerships. Further, whenever possible, the district will strive to honor the following agreements:

1. Prior to assigning co-teachers, teachers will be given the opportunity to volunteer for a co-teaching assignment. Teachers may volunteer for as many co-teaching classes as they see fit. If there are not enough volunteers, principals will assign teachers to co-teaching. Secondary EL and SPED teachers will be allowed to submit preferences of content area and teacher for their co-teaching assignment. Elementary EL and SPED teachers will be allowed to submit preferences for grade level and teacher for their co-teaching assignment. Principals will make reasonable efforts to assign teachers based on educational background and preferences. When assigning:
   a. Secondary SPED and EL teachers will only teach with a maximum of in two (2) three (3) two (2) content areas per school year (i.e. ELA and Social Studies). EL and Special Education teachers will be assigned no more than one new course per year.
   b. Secondary SPED and EL teachers will have only three (3) different courses per semester and only one (1) new course per school year.
c. Elementary SPED and EL teachers will only teach with a maximum of one (1) two (2) co-teachers per school year.

2. Building principals will maintain consistency from year to year in both content area and successful co-teaching partnerships to the greatest extent possible. Teachers can request a change in co-teaching assignment prior to May 15 for the following school year. Such requests will not be unreasonably refused. Teachers will have the right to refuse changes to co-teaching partnerships that don't come at the request of one of the teachers.

Subdivisions 3-9 remain unchanged

This language shall remain in the contract for the duration of the 2017-2019 contract.

Any disputes within this MOU shall be subjected to Article 17 to this solicitude bargaining agreement through Step-ii of the grievance process.
MEMORANDUM OF AGREEMENT

Regarding: (NEW SECTION) Article 11 Section 13 - 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. 29 (hereinafter “Federation”) exclusive representative for teachers. It is entered into for the sole purpose of defining the conditions of how and when a teacher may use time for the purpose of religious observances.

The parties have agreed to the following:

1. Teachers may use two (2) three (3) days of leave per school year for religious observances. Prior notification of absence for religious observance may be requested by the teacher’s principal or supervisor. Teachers who use such days for observances of religious holidays have the following options:

   - The teacher may choose to take up to two (2) three (3) religious observance days not deducted from personal leave nor from sick leave; however, the teachers’ pay shall be reduced by the equivalent amount of the daily substitute rate.
   - The teacher may choose to take up to two (2) three (3) religious observance days not deducted from personal leave; 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 2015-2017 collective bargaining agreement.
EA CONTRACT

MEMORANDUM OF AGREEMENT - Article 10.1.4.8 Religious Observances

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 of members of the Educational Assistant bargaining unit. It is entered into for the sole purpose of defining the conditions of how and when Educational Assistants may use time for the purpose of religious observances:

The parties have agreed to the following:

A. Educational Assistants may use two (2) three (3) days of leave per school year for religious observances. Prior notification of absence for religious observances may be requested by the employee's principal or supervisor.

B. The employee may take up to two (2) three (3) religious observances days 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.
SAINT PAUL FEDERATION OF EDUCATORS PROPOSAL #16
March 12, 2020
DUAL LANGUAGE IMMERSION

TEACHER CONTRACT

ARTICLE XX [New]

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”). In order to allow for greater clarity and improved coordination, the District and the Federation agree to establish this memorandum of agreement. The District and the Federation agree that the dual language/immersion program’s rich thirty plus year history is unique and contributes to making Saint Paul Public Schools a destination district. Dual language/immersion’s uniqueness comes with its own set of challenges. Therefore, in an attempt to overcome some of them, SPFE and SPPS agree to the following:

Section 1: Classroom Makeup

Subd. 1. Due to the additional linguistic development necessary for success in all dual language/immersion programs, SPPS dual language/immersion classes will follow the class size for the top 30 SPPS sites with the highest free and reduced lunch class size language outlined in the Memorandum of Agreement regarding class size in the collective bargaining agreement.

Subd. 2. The parties have a shared understanding that class size in elementary affects matriculation through middle and secondary schools. Therefore, all dual language/immersion elementary grade levels may hold their class size committee meetings by the last day of May, for the proceeding school year. The purpose of this meeting will be to review projected numbers for elementary classrooms that may agree to class size exceptions. No exceptions will be made if meetings are not held by this date.

A. Due to the natural attrition in the dual language/immersion programs and to ensure a strong articulation into the middle and senior high levels, a robust enrollment is needed in particularly Pre-k-1. Therefore, if the wait list includes a number of students per grade that exceeds 20% of the maximum number of students as indicated in the contract, a new section will be added.

Section 2: Staffing

Subd. 1. Due to the difficulty of finding language specific personnel, the district will actively recruit open positions have a continuous posting for dual language/immersion educators to form a continuous pool of applicants who are proficient in the language of instruction, such as:

a. Classroom teachers
b. Specialist / content specific teachers
c. Educational assistants

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d. Teacher assistants
The District and Federation agree to make exceptions to the interview and selection process to allow recruitment of external candidates for dual language/immersion programs, once an internal posting has been open for 10 business days.

Section 3: Professional & Curriculum Development

Subd. 1. Beginning in SY20-21, Envision SPPS will enter the “Design Phase” incorporating stakeholder engagement and will provide recommendations to ensure our dual language/immersion programs have access to necessary resources for high quality programming. Additionally, in collaboration with building administrators, site-level leadership teams will examine structures and professional development resources in creating their work plan each year.

Subd. 2. Until such time as Envision SPPS is fully implemented, SPPS will offer dual language/immersion focused curriculum writing and professional development to enhance teacher capacity and build program rigor and relevancy for long term sustainability.

A. Dual language/immersion teachers will be given 24 16 hours of paid collaborative work time to enhance program curriculum.

B. Dual language/immersion teachers will be given three two days of paid professional development directly linked to current SPPS curricular/program development. This will take place either at the district level or off-site workshops by reputable language specialists/organizations.

Subd. 3. All new district mandated initiatives that affect dual language/immersion programs must be introduced a school year in advance so that training, curriculum development, and the purchasing of resources can assure success.

Subd. 4. All dual language/immersion teachers who assess literacy in English and another language will be provided up to two days of substitutes during each assessment period.

The District and the Federation agree that this MOA shall remain in effect until the parties agree to reassess per Envision SPPS Design Phase outcomes.

This Memorandum shall be effective for the duration of the 2019-2021 Labor Agreement and will be reassessed by both parties per Envision SPPS Design Phase outcomes.
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District"); and the Saint Paul Federation of Teachers, Local No. 28 (hereinafter "Federation") exclusive representative for 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. Beginning in the 2020-2021 school year, the District will hire at least 20.7 FTEs of additional Cultural Specialist positions to be assigned to school and program sites in the 2020-2021 school year, and an additional 7 FTEs in the 2021-2022 school year and an additional 6 FTEs in the 2022-2023 school year.

Candidates selected for these additional positions shall possess written, spoken, or both (however, written should not be required) world language fluency in one or more non-English languages spoken by students and families served by the Saint Paul Public Schools. The mix of languages among the FTEs will be established based on the recommendation of the Office of Family Engagement, in consultation with the Office of Multilingual Learning, building administrators, and the Federation.
In the event that candidates are not immediately available to fill all new positions called for by this Agreement, open postings for the remaining fully-funded positions shall be considered sufficient District compliance with the terms of this Agreement until such time as suitable candidates for all positions can be identified and hired.

2. Beginning in the 2020-2021 school year, the District will hire 30 \textbf{10} FTEs of additional Bilingual Educational Assistants (EA1 or EA2s) to be assigned to school and program sites to work with students and families in the 2020-2021 school year, and an additional 10 FTEs in the 2021-2022 school year and an additional 10 FTEs in the 2022-2023 school year. Candidates for these additional positions shall possess written, spoken, or both (however, written should is not be required \textbf{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. \textbf{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.}

3. 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. \textbf{Staff will also have access to an interpreter call line for use when District interpreters are not available.} 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, or Teacher bargaining unit who are not employed as interpreters but speak a second language can apply to be added to the on-call interpreter list. \textbf{Employees On-call interpreters on this list shall receive interpreter training or pass an interpretation (spoken-language) test. Employees on this list School-based staff shall not be pulled from their regularly scheduled duties to interpret except in the case of an emergency. On-call interpreters Employees 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
4. 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, or Teacher bargaining unit who are not employed as translators but write a second language can apply to be added to the on-call translator list. Employees on this list shall receive translation training or pass a translator test. Employees 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.

5. The District shall work with middle and secondary schools to establish a district-wide model for parent teacher conferences schedule that staggers building conference nights to ensure the maximum number of interpreters are available for parents at each school.

[NEW CONTRACT LANGUAGE FOR TEACHER, SCSP, AND EA CONTRACTS]

Teacher Contract: Article 9, Section 13. MULTILINGUAL PAY
SCSP Contract: Article 12, Section 8. MULTILINGUAL PAY
EA Contract: Article 14, 8 MULTILINGUAL PAY

Employees who speak languages other than English and who use these languages to communicate with students and families on a regular basis shall get Multilingual Pay on top of their regular salary. Multilingual Pay will be added on to the employee’s regular salary at the following rates:
- Teacher and SCSP Rate: $2,000.00
- Educational Assistant Rate: $1.25 on top of hourly rate of pay

The District and the Federation agree that this MOA shall remain in effect until the parties agree to discontinue it. 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.
SAINT PAUL FEDERATION OF EDUCATORS
PROPOSAL 18
October 10, 2019

District Counter November 14, 2019

MEMORANDUM OF AGREEMENT

Educational Assistant and School and Community Service Professional to 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 SPFT 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 form 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.

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 with recommendations from the Career Teacher Founding Board 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. [INSERT LINK TO APPLICATIONS]
SPFE Response to #19
SAINT PAUL FEDERATION OF EDUCATORS
PROPOSAL #19
SPFE Counter 3/9/20, afternoon
SPFE Counter 3/9/20, 11:00 p.m.

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* the 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 believe *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 relationships—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.

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 SPFT SPFE, all district employee groups, and schools in restorative practice development. The Restorative Practices Coordinator will report to the designated district administrator.

The District will explore funding through a grant to support 1.0 FTE Licensed Staff to be the Restorative Practice Coach to provide coaching support for both pilot and non-pilot sites, as well as district departments and community partners, with specific emphasis on schools in year 1 and 2 of their implementation. The Saint Paul Federation of Teachers Educators and the District will begin collaboration on grants to seek funding for the RP coach position, as grant opportunities become available.
The President of the Federation and the assigned district administrator will select the Restorative Practices Coordinator, Coach (if funding is secured), and Trainers.

The Restorative Practice Program Coordinator and the Saint Paul Federation of Educators' Teachers' 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 teachers 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 consistent budget of $250 per staff member for buildings in RP Pilot or RP Sites for onboarding and professional development, up to $100,000 $150,000 $125,000 line of $250,000—$50,000 $150,000$75,000—$150,000 $75,000. These funds will be overseen jointly by the Office of School Support and the Saint Paul Federation of Educators. For ongoing professional development, supplies and contracts with community partners in support of Restorative Practices.

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 Teachers 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 Teachers 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 SPFT’s SPFE’s expense.

The district will utilize identified funds from the Office of School Support to allocate $40,000 to compensate trained circle keepers (either SPFE members or community partners) 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.

hire a full-time circle keeper to be housed and supervised by the Office of School Support for the purposes of sitting on the district crisis team, transfer committee
and be an empowered conduit to support when significant harm happens at a school site and support the ongoing district exploration of restorative practices.

The Federation and District will convene monthly over the course of the 2019-20 and 2020-21 school year to determine the protocols, and 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.
• Pilot schools shall identify an evidence-informed and/or research-based restorative practice model that is grounded in the understanding that youth and adults are relational and thrive in context of relationships. Implementation plans will be developed jointly by the principal, school leadership team and other student support structures (SCIT, PBIS, SAT, etc). Implementation plans will be reviewed and approved by the Restorative Practice Steering Committee.

• Pilot schools in Year 1 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. Pilot schools in year 2 and 3 may dedicate non-student contact days to their RP implementation plan.

• Beginning in the 2018-19 school year, schools implementing Restorative Practices may have an approved Election to Work Agreement in place to ensure compensation for and collaboration with staff.

During the 2018-2019 2019-2020 school year the District will maintain support for the twelve (12) nine (9) pilot sites for a total of $1,800,000 $1,360,000. 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)

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<tr>
<th>School Year</th>
<th>Description</th>
<th>Total Cost/Detail</th>
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<tr>
<td>Year</td>
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| 2017-2018  | Support 9 RP Pilot sites  
(3 additional from SY16-17)  
1.0 RP Coordinator FTE                                                                                                           | $1,500,000  
$100,000  
(50% District)  
(50% SPFT)                                                                                                                      |
| 2018-2019  | Support 12 RP Pilot schools (3 additional from SY17-18)  
District expands funding to fully fund 1.0 RP Coordinator  
Materials and curriculum  
Saint Paul Federation of Teachers will pursue additional restorative practice funding via the Great Public Schools grant or other available funding sources for the 2019 school year and beyond. | $1,800,000  
$100,000  
(100% District)  
Provided by district as appropriate                                                                                               |
| 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  
TBD—Budget Conversation                                                                                                          |
|            | Support 1 RP Implementation Sites with a full-time RP Coordinator, funded by EIR Federal Grant                                                                                                                                                                                                                      | $67,000                     |
|            | During the 2019-20 school year, the district will support up to 7 schools in an RP Readiness process with funds from EIR Federal Grant.                                                                                                                                                                                                     | $70,000                     |
| 2020-2021  | Support for 3 continuing pilot sites                                                                                                                                                                                                                                                                                        | $450,000                     |
|            | Support up to 7 RP implementation sites with a full time RP Coordinator, funded by EIR Federal Grant                                                                                                                                                                                                                     | $470,000                     |
Starting this school year the district will financially support up to 6 schools per year wanting to implement the district readiness process to develop readiness for school-wide restorative practices implementation by funding up to 10 hours of circle (reimbursement for staff time and payment to circle keepers) and Ready 4 RP readiness process as currently being used for RP federal grant.

Any school that has completed the district readiness process will be awarded an RP Program Coordinator for the length of 3 years of whole school implementation (not to exceed 6 new schools per year)

SPPS continue to fund the role of a Restorative Practices Coach/Site lead in schools which have more than 45.0 FTE’s and have completed three years of RP implementation, if, at the end of year 3, the school principal, assistant superintendent, district RP coordinator and external program evaluator will determine if additional time is needed and justified.

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 $40,000 $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. modifying their practices, and complete an annual readiness form. 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. Additionally, the Office of School Support will make the final staffing decision and this is 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. Provided—grant—opportunities—become—available.

• Thoughtfully integrate Restorative Practices training into School Social Worker and School Counselor professional development and/or PLCs.

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.

• Not withstanding 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 that articulate a district wide commitment to exploring, installing and implementing restorative practices system wide. both in language and budget allocation.

• The restorative practice (RP) steering committee will be funded with a $5,000 yearly budget, out of the Office of School Support to support consistent convenings, trainings and support for site visits to restorative practice schools and connecting time with EIR technical assistance.

The language in this Memorandum of Agreement will sunset following the end of the 2020-21 school-year.

The District and the Federation agree that this MOA shall remain in effect until the parties agree to discontinue it, sunset at the end of the 2020-21 school-year.
Memorandum of Understanding

Discovery Club Work on Inclement Weather After-school Activities Cancellation Days

Discovery Club Educational Assistants will not be required to work on days when after school activities are canceled due to inclement weather. If a Discovery Club Educational Assistant chooses to not report for work due to inclement weather, must request time off 30 minutes prior to their scheduled work time.

EA staff will be allowed to use available Personal Days or Vacation Days for missed work time on a rotating seniority basis pending approval by their Site Supervisor. All seniority rotations will renew annually. Educational Assistants who do not get approval or do not have enough Personal Days or Vacation Days available and choose to take time off, will not be paid for their missed time.

If a Discovery Club Educational Assistant reports for any portion of their shift when after school activities are cancelled due to weather; they will be paid for the entirety of their shift. Based on the needs of the program, and at the discretion of the employer, Discovery Club Educational Assistants may be released from their duties before their shift is over on days when after school activities and programs are cancelled per the District Winter Weather Plan policy.

This Memorandum of Agreement shall be in effect for the duration of the 2019-2021 labor agreement.
New Language to Article #14, Section 3 (Teacher Contract) and Article #7 (EA Contract)

[New Subd. 6 (Teacher)] The parties recognize that ECFE is a unique educational program and, accordingly, requires particular consideration in this Agreement. In recognition of uniqueness of the ECFE educational program:

- Scheduled hours and assignments for ECFE staff shall be established and assigned by the District.
- ECFE staff duties will be determined by the job description.
- Regardless of FTE, no ECFE staff member will be required to work more than two evenings a week. Working on Saturday is equivalent to working an evening.
- ECFE staff can choose to work more than 2 evenings a week.
- Contiguous class schedules will be prioritized, to a reasonable extent.
- Individual schedules will include a designated lunch time assigned by the supervisor.
- No staff will be required to work longer than a 12-hour duty day.
- Tentative schedules for ECFE will be provided on or before May 30th for the next school year. ECFE schedules will be finalized by the end of September for the current school year. If enrollment or program changes, after the end of September, staff schedules may need to change. Proposed changes will be shared with staff. Any changes to the (tentative) schedules will be communicated with at least a 10-calendar day notification by the ECFE administration.
- Parent and staff input will be gathered before a Saturday program would be initiated as stated in the ECFE Statute. Assignment of Saturday hours will be first voluntary and then in reverse order of seniority.
[New Language in Article 7.11 (EA)] The parties recognize that ECFE is a unique educational program and, accordingly, requires particular consideration in this Agreement. In recognition of uniqueness of the ECFE educational program:

- Scheduled hours and assignments for ECFE staff shall be established and assigned by the District.
- ECFE staff duties will be determined by the job description.
- Regardless of FTE, no ECFE staff member will be required to work more than two evenings a week. Working on Saturday is equivalent to working an evening.
- ECFE staff can choose to work more than 2 evenings a week.
- Contiguous class schedules will be prioritized, to a reasonable extent.
- Classroom ECFE EA staff will be provided with individual work schedules that indicates adequate time to complete duties which include; time before and after class for set-up and clean-up, travel time, a designated lunch time assigned by the supervisor, and planning time for EA Room Leaders for each class.
- No staff will be required to work longer than a 12-hour duty day.
- Tentative schedules for ECFE will be provided on or before May 30th for the next school year. ECFE schedules will be finalized by the end of September for the current school year. If enrollment or program changes, after the end of September, staff schedules may need to change. Proposed changes will be shared with staff. Any changes to the (tentative) schedules will be communicated with at least a 10–calendar day notification by the ECFE administration.
- Parent and staff input will be gathered before a Saturday program would be initiated as stated in the ECFE Statute. Assignment of Saturday hours will be first voluntary and then in reverse order of seniority.
SAINT PAUL FEDERATION OF EDUCATORS
PROPOSAL # 24
October 10, 2019

DISTRICT COUNTER PROPOSAL #24
March 7, 2020

NEW CONTRACT LANGUAGE

Article X. Elementary Specialists

This Letter of Intent is by and between the Board of Education, Independent School District No. 625 (hereinafter "District"); and the Saint Paul Federation of Teachers, Local No. 20 (hereinafter "Federation") exclusive representative for teachers. It is entered into for the sole purpose of establishing the expectations for the support of the work of Elementary Specialists.

The District and Federation recognize that our elementary specialists deliver curriculum and services to our students in a variety of content areas that are vital to educating the whole child. It is the administrator's responsibility to ensure that all teachers get a 50 minute preparation period and the appropriate materials required to instruct students. For these reasons, the parties have agreed to the following:

1. During opening week, elementary specialists will submit to their principals a supply list with costs attached to resupply the curriculum materials required for instruction of their content. A minimum of $100 of building funds will be set aside for these materials. For each individual specialist, a minimum of $500 $100 will be budgeted for classroom expenses. Should additional required curricular materials be needed during the year, the teacher can submit a supplemental list to the principal for ordering. If disagreements arise, the teacher should immediately contact the district content lead to resolve.

2. To effectively fund innovation the Office of Fund Development will organize opportunities for staff to seek additional/external resources. SPPS and SPFT will work collaboratively to identify a reasonable list of viable sources of revenue.

3. In accordance with the adopted "District/Department PLC Offerings for SY17-18" Teacher Development and Evaluation agreements; Principals/supervisors should have a meaningful discussion with each educator about which PLC would be the most productive for the educator and their professional growth in their content area that will impact student learning.

   a. Elementary specialists may attend a PLC in their content area, instead of a school level PLC with prior approval from their principal/supervisor. If disagreements arise, the teacher should immediately contact the district content lead to resolve.

   b. Specialists are excused from two of the maximum of four principal directed meetings per month to compensate for attending a district PLC.

4. Prep periods for specialists will not be split into more than two sections or be provided in increments of less than 25 minutes.

5. If district-wide PD is being offered in the specialist's content area on a district professional development day, the specialist may be permitted to attend that PD in lieu of building PD, with prior approval from their principal/supervisor. If disagreements arise, the teacher should immediately contact the district content lead to resolve.
Teacher, Educational Assistant, and School and Community Service Professional Contract

New Letter of Intent Language

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 school year 21/22.

Current contract language given enrollment preference to members of the teachers unit, will continue for the 20/21 school year school choice enrollment process.
HOURLY TEACHERS

TEACHER CONTRACT
Article 7, Section 2

SECTION 2. PART-TIME CONTRACTED TEACHERS

Teachers who work part-time, but less than half-time, are paid on an hourly basis for actual time worked. Teachers who are paid on an hourly basis are entitled to the following provisions: Article 1, Article 2, Article 3, Article 4, Article 5, Article 6, Article 7 Section 2, Article 9 Sections 1 and 2, Article 7, Article 9, Article 14, Article 14 Section 2 subd.3, Article 15, Article 16, Article 17, Article 18, Article 19, and Article 20. are not entitled to other provisions of this contract. See Additional Information Regarding Substitute Teachers, Section 5. Part-Time Hourly Employees.
SAINT PAUL FEDERATION OF EDUCATORS
PROPOSAL #29
SPFE Counter Proposal 3.12.20 6pm

TEACHER CONTRACT

ARTICLE 9 ADDITIONAL COMPENSATION PROVISIONS

SECTION 9. CONTRACT TEACHERS AS SUBSTITUTES

Subd. 1. Contract teachers assigned by the principal to serve as occasional substitutes during their preparation period shall be compensated at the hourly rate stated in Appendix D per class hour. When less than a full preparation period is required, but a major part of a half-period or full period is used, half or full payment shall be allowed.

Subd. 2. Conditions for reimbursement include situations which, in the judgment of the building principal, require a teacher to relinquish a preparation period for the purposes of class coverage. In the event of a building emergency, teachers shall provide such supervision without compensation.

Subd. 3. When a teacher is absent, and a substitute is not available, TOSAs shall be assigned to cover the classroom of the absent teacher as part of a regular rotation with other licensed staff in the building. If necessary, classes will be covered by teachers during their preparation times and those teachers will receive $35.35 for missing their preparation time.

Subd. 4. These provisions are not intended to increase the use of preparation periods for class coverage. To the extent feasible, assignments of contract teachers as substitutes for purposes of this section shall be distributed equitably.

Subd. 5. All special education licensed service providers shall be excluded from providing coverage for general education staff for meetings or when no substitute teacher is available, except on an emergency basis or in self-contained special education programs.

[New] Subd. 6 [EL Teachers As Substitutes, Proposal #13] -- TAed as part of proposal 13
[New] Subd. 7 [EL Teachers As Substitutes, Proposal #13] -- TAed as part of proposal 13
Memorandum of Agreement

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter “District”) and the Saint Paul Federation of Educators, Local No. 28 (hereinafter “Federation”) exclusive representative for teachers. It is entered into for the sole purpose of reducing the substitute shortage in St. Paul Public Schools.

When the total number of unfilled teacher absences in a building exceeds 50 by spring break in a school year, a full-time building substitute will be assigned no later than seven (7) days from the 50th occurrence and such assignment shall continue for the remainder of the school year and for the following school year.

Due to the current substitute shortage, and the continued necessity to rely on contracted teachers covering classes during their preparation time, the district agrees to limit the amount of professional development offered and/or required during the school day to 30 licensed staff absences per week districtwide.

At the end of this agreement, the Parties agree to review and assess. This Memorandum of Agreement shall be effective upon ratification, 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.

The District and the Federation agree that this MOA shall remain in effect until the parties agree to discontinue it.
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<th>Title</th>
<th>Page Number</th>
<th>Position</th>
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<td>Drop</td>
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SPFE Proposal 2.27.2020

Add to ARTICLE 15. SENIORITY 15.1 General Provisions.

15.1 General Provisions. It is understood by the Federation and the District that the provisions of this article apply to employees who work sixty (60) or more hours per biweekly pay period covered by this Agreement who have completed the new employee probationary period. Part-time employees and new employees on original probation are not covered by the seniority provisions of this article.

The Human Resource Department will group similar positions into seniority groups. Seniority will be applicable only within a designated seniority group as described in the provisions of this article.

The following are the ten broad seniority groups for EAs will be established: The District may add seniority groups as needed:

1. Computers/Electronic Communication/Media
2. Counseling/Assessment
3. Instructional/Classroom
4. Home School Liaison/Comm. Outreach/Attendance
5. Special Education
6. ELL
7. Child Care/Discovery Club/ECFE
8. Adult Learning
9. Greeter/Hall Monitor/ISS/Van Driver
10. Student Wellness

In some instances, specific unique positions may be designated as excluded from general seniority applicability in a seniority group, 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. Employees who do not possess the specific unique requirements will have no seniority claim to the position even if otherwise "qualified" and more senior than the incumbent. Further, exemptions from layoff are allowed if, in the judgment of the Executive Director of Human Resources, a layoff would cause disruption to the educational process or jeopardize the functioning or funding of a particular position, program or school. Any position(s) considered excluded that are identified after March 1 will be mutually agreed on by the Human Resource Department and the Federation.
The Federation will be notified once the Human Resource Department has finalized a list of EA positions being cut and employees who are currently in those positions. Employees in positions that are being cut will also be notified and will be given an Assessment Form (Article 15.4.3) at the time of notification. Updated seniority group lists will also be sent to the Federation by May 15.

The Human Resource Department shall determine whether an employee is qualified to displace another employee or fill a vacancy. The list of placements will be reviewed with the Federation prior to employee notification for review. The Federation will have five business days to review the placements. Disputes regarding qualifications can begrieved up to Level 3 of the Grievance Procedure in Article 18. For grievance disputes that are not resolved at Level 3, the parties agree to nonbinding neutral mediation to assist in a mutual agreement.

When an employee's position is eliminated and/or an employee is displaced, the Human Resource Department will use the following sequence to place the person in a vacancy or displace the least senior employee. Placement will be made if the employee is qualified and, in a bumping situation, if the employee has greater seniority, except for exempted positions as described above.

Step 1: Place employee in vacancy in employee's seniority group at employee's level (1 or 2).

Step 2: Place employee in vacancy in any seniority group at employee's level.

Step 3: Employee displaces least senior employee in employee's seniority group at employee's level.

The fourth through sixth steps assume the displaced employee to be placed is Level 2 and is willing to demote to a Level 1 position.

Step 4: Place employee in vacancy in employee's seniority group at lower level.

Step 5: Place employee in vacancy in any seniority group at lower level.

Step 6: Employee displaces least senior employee in employee’s seniority group at lower level.

If an employee is ineligible for placement, the employee's name is placed on the reinstatement list.

MEMORANDUM OF AGREEMENT Educational Assistant Seniority Groups

This Memorandum of Agreement is by and between Independent School District No. 625 ("District"); Employer; and Saint Paul Federation of Teachers, representing educational assistants. The purpose of this agreement is to reconfigure the seniority system for educational assistants. The process of layoff and recall is also revised and will be in effect for the duration of this Memorandum of Agreement.

Pertinent Historical Facts of the EA Seniority System:
SPFE Proposal 2.27.2020

Proposed move to (new section) Article 21, Joint Labor Management Collaborations Committee

21.5 Labor Management Joint Training Sessions

Members of the Saint Paul Federation of Teachers and the Saint Paul Public Schools have had a partnership for over 90 years. This language advances that partnership and recognizes the shared commitment between the Saint Paul Federation of Teachers and the Saint Paul Public Schools to work together more effectively and efficiently to increase student achievement.

Both organizations believe a partnership will be beneficial for the children, families, and educators in Saint Paul, for the greater community, and for both organizations. A partnership between Saint Paul Public Schools and Saint Paul Federation of Teachers is based on mutual strength, agreed and defined goals, strong communication, accountability, and shared potential.

To further these goals, the parties Saint Paul Public Schools and Saint Paul Federation of Educators agree to hold, twice per year, joint union and management training sessions.

The purpose of these trainings is to build positive working relationships that increase the effectiveness and efficiency of our work, in the place where it matters most—the classrooms in our school buildings. The topics may include, but not be limited to:

- leadership skills;
- effective problem solving;
- identifying areas where stewards and principals can partner (budget details, implementing new laws, testing procedures);
- contract language (i.e. election to work agreements, peer assistance and review, workload clarification);
- fundamentals of the Teacher Tenure Act and Just Cause;
- the improvement plan process;
- the grievance process;
- member rights to union representation; and
- effective strategies to address racial disparities and close achievement gaps

Individuals that will be required to attend are SPFTE stewards, principals, human resource personnel, and supervisors of Educational Assistant and School and Community Support Professionals.

The trainings will be a maximum of two hours in length and will be jointly developed by the SPFTE staff and SPPS staff. These trainings will be held outside of the regular school day.

In a contract ratification year, one of these two training obligations can be satisfied by a joint presentation of the final agreement to the above-mentioned individuals.
Proposed move to (new section) Article 21, Joint Labor Management Collaboration Committee

MEMORANDUM OF AGREEMENT

21.6 Saint Paul Federation of Teachers Welcome Back Gathering

As part of our commitment to work together, the District agrees to provide paid time during opening week for all educational assistants to attend the annual Saint Paul Federation of Teachers education support professionals welcome back gathering as part of their opening week duties. This time will not be in conflict with any other duties. The parties will jointly decide on the time and location by April 1 of the previous school year and it will be communicated accordingly to avoid conflict with other opening week activities.
SPFE Proposal 2.27.2020

(New) Article 23

Educational Assistant Representation on Building Equity Teams

Members of the Saint Paul Federation of Teachers and the Saint Paul Public Schools agree that all Saint Paul students deserve a culturally relevant education. All staff deserve the opportunity to learn from each other on how to best serve Saint Paul students at every point of the educational process.

Therefore, the parties agree to the following:

- Educational Assistants will be released from work and given paid time to have the opportunity to attend racial equity training through Saint Paul Public Schools. The Federation and Saint Paul Public Schools will explore the option of offering the "Beyond Diversity" Training to Educational Assistants during opening week when students are not present; and
- School administration will encourage participation on the "Equity Team" from at least one Educational Assistant in the building. Educational Assistants who attend "Equity Team" meetings will be paid their regular rate of pay for meeting time outside of their regular work hours.
ARTICLE XX (NEW ARTICLE Educational Assistants)

The Federation and District jointly affirm that individual improvement plans are an appropriate method through which to identify job-related performance areas of concern for educational assistants and a way to provide help for area(s) in which an educational assistant needs improvement.

Educational assistants who are identified as needing assistance will be notified by their principal/program administrator that they are being considered for placement on an improvement plan. This notification will provide the principal/program administrator and educational assistant an informal opportunity to discuss performance issues so corrections may be made on an informal basis. If, at a date no earlier than six weeks after notification, an improvement plan is necessary, the educational assistant and principal/program administrator will meet to discuss and develop the components of the plan. The educational assistant has the right to Union representation at this meeting if he/she so chooses.

1. When a supervisor identifies job-related performance areas of concern, he/she shall complete a formal performance evaluation of the employee. A meeting shall be scheduled with the employee and his/her union representative (if desired by the employee) and a Human Resources representative, at which time the performance evaluation shall be discussed. The employee must be given written notice of the meeting at least one (1) working day advance notice of the meeting in order to have time to contact a union representative. The notice shall inform the employee of their right to have a union representative present.

2. The supervisor, employee, union representative (if desired by the employee) and Human Resources representative shall jointly develop a written performance improvement plan that addresses the identified areas of concern with the understanding that the supervisor may implement a plan if no consensus can be reached.

3. Elements of a written improvement plan must include:
   a) A statement of the required performance standards and each identified performance concern;
   b) A statement of the actions the employee must take to meet expected performance for each identified performance concern;
   c) The length of the improvement plan and the schedule of review meetings (at least monthly) between the supervisor and employee along with any other timelines related to specific concerns;
   d) Identification of specific resources available to the employee to assist in meeting the improvement plan goals including, but not limited to, mentors, classes, feedback, modeling and employee assistance;
   e) Identification of the next level supervisor; and
   f) Signatures of the supervisor and employee indicating the plan has been discussed and reviewed along with the date of such discussion (but not necessarily indicating agreement).

4. If consensus is not reached on the written performance improvement plan, the employee may appeal components of and/or timelines related to the plan to the next level supervisor identified as part of the plan. If appealed, any timelines identified as part of the plan are held in abeyance until the completion of the appeal meeting.
   a) Notice of the appeal must be sent in writing (including e-mail) within five (5) working days of the discussion meeting.
   b) An appeal meeting shall be scheduled within ten (10) working days or as soon as
administratively possible of receipt of the written appeal notice. The employee must be given written notice at least one (1) working day advance notice of the meeting in order to have time to contact a union representative. The notice shall inform the employee of their right to have a union representative present.

c) The appeal meeting shall be in the form of a “meet and confer” between the employee, the employee’s union representative (if desired by the employee), the employee’s supervisor, the next level supervisor, and a Human Resources representative.

d) Within ten (10) working days following the “meet and confer” the next level supervisor shall review the plan and make any appropriate adjustments. A final version of the written performance improvement plan shall be given to the employee. At a minimum the final plan should include appropriate adjustments to timelines in the original plan to reflect the appeal process.

5. At the end of the improvement plan, the supervisor shall formally evaluate the employee’s performance and make a determination of whether or not the elements of the plan have been met.

a) If the employee has not met the improvement plan expectations, a meeting will be held between the supervisor, the employee, the employee’s union representative (if desired by the employee), the next level supervisor and a Human Resources representative to discuss further options with the appropriate notices as described above. Options that shall be considered during the meeting include, but are not limited to, extension of the improvement plan and alternative work assignments.

An employee determined not to have met the improvement plan goals may be subject to progressive discipline pursuant to Article 17 Discipline and Discharge of the Labor Agreement.

ON TRACK

An employee is considered to be “on track” if they are making adequate progress, as determined by the District, toward meeting the goals of the performance improvement plan. It does not mean that an employee has to have met all of those goals. Ten-month employees will not be placed on an improvement plan after April 15. This does not apply to 12-month employees.

An educational assistant must be “on track” with his/her improvement plan as of June 1 or risk losing a step advancement. The principal/program administrator must also be “on track” in providing support and monitoring the improvement plan. “On track” means following the actions and adhering to the timelines outlined in the improvement plan. An educational assistant who is not on track by the end of the school year will not receive step advancement. If the principal/program administrator is not on track, a step increment cannot be withheld.

If an educational assistant is on track by the end of the school year or by October 15 of the next school year, he/she will receive the step increase retroactively to July 1 of that contract year. If the educational assistant continues to note on track after October 15, the step increase would be implemented proactively from the date the EA is on track.

Placement on an improvement plan is not grievable; however, an educational assistant may appeal the components or timelines of an improvement plan to the next level supervisor.

Throughout the duration of the improvement plan, the supervisor shall meet with the employee on a regular basis as outlined in the plan itself. The goal of these interim meetings is to identify the progress made by the employee and to identify any additional resources that may be available. A supervisor is
considered to be “on track” if they have held regularly scheduled meetings with the employee to assess progress towards meeting the expectations of the employee’s performance improvement plan and if they have offered the necessary support to the employee (i.e., access to training, mentors, etc.) to assist the employee in meeting the performance expectations.

OTHER PROVISIONS

Although placement on an improvement plan is not grievable, an employee may grieve a disciplinary action or failure to reinstate a step increase.
SPFE Proposal 2.27.2020

New Article 25

EA Substitute Program
As part of the 2015-17 Educational Assistant contract agreement, SPPS and SPFTE agreed that the District would establish substitutes for full-time Educational Assistants serving special education students. The District has $150,000 available to use for short-term Educational Assistant substitutes. The parties agree SPPS and SPFE agree that any Educational Assistant assigned to serving special education students (see attached refer to SPED seniority list) will be able to request a substitute when absent except for the following job titles at the following locations:

- Audiological Services at 271 Belvidere
- Spec Ed/LEP-10 month at 271 Belvidere
- Spec Ed/LEP-12 month at 271 Belvidere
- Spec Ed/Vision-10 month at 271 Belvidere
- Behavior Intervention EA2 at 271 Belvidere

To achieve this, the District will utilize Teachers on Call (TOC) who will provide the necessary substitutes. Educational Assistants will utilize the AESOP system to submit their need for a substitute, with the following exceptions:

- Educational Assistants at Focus Beyond and Bridgeview will put sub requests into their program lead or supervisor. The program lead or supervisor will make substitute requests from TOC based on program needs for the day.
- LPN/Academic Support EAs will follow current procedures through the District Nurse manager.
- Interpreters for the Deaf will request substitutes who hold the appropriate certification following current procedure.

There are several restrictions that are required to enable this program to work:

1. Substitutes will be given the needed support to provide quality services to students.
2. Substitutes will not be able to engage in restrictive holds with students. Teachers on Call will not permit the substitutes to engage in these types of activities for liability concerns.
3. General EA substitutes will not be performing nursing duties which required specialized training such as tube feeding, provision of medication, or other services requiring the duties to be performed by an LPN, School Nurse, or medical designee.
4. To ensure the highest level of coverage, Educational Assistants should endeavor to submit their request for a substitute at least 24 hours in advance to enable Teachers On Call to engage a substitute. Same day substitutes will be filled as quickly as availability permits.
5. Site administrators or designees (leads or supervisors) will coordinate placement of subs and possible reassignment of other personnel for the day a substitute is needed.
Educational Assistant Substitutes for Specialized Services

This Memorandum of Agreement is by and between the Independent School District No. 625 (hereinafter "District") and the Saint Paul Federation of Teachers, Local No. 29 (hereinafter "Federation") exclusive representative of members of the Educational Assistants bargaining unit. It is entered into for the sole purpose of establishing substitutes effective with the 2016-17 school year, for full-time Educational Assistants serving special education students:

The District and the Federation agree that Educational Assistants perform duties essential to student success in the St. Paul Public Schools and that their duties should be continued by a substitute when an Educational Assistant must be absent from work. To that end, the parties have agreed to the following:

1. To participate in an interest based process, with a third-party mediator, to determine which Educational Assistant positions serving special education students who are determined to need specialized services available in the absence of the Educational Assistant.
2. Educational Assistants will be able to request a substitute through AESOP.
3. EA substitutes will be paid at a rate to be determined by the District.

This Memorandum of Agreement shall remain in effect until a successor agreement is ratified by both parties:
Proposed move to (new section) Article 21, Labor Management Collaborations

21.5 Development and Support for Restorative Practice in Schools

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 parties further believe that:

1. Restorative practice allows people to build and nurture relationships through participatory learning and decision-making, to foster healthy social and cultural norms and behavioral boundaries.

2. School communities are happier, more cooperative, productive, and likely to experience positive changes in behavior when members of that community work together to problem solve and have a voice in those decisions. A restorative culture promotes multiple perspectives by allowing parents, students, and educators to view themselves as and to act as leaders in creating the school environment they wish to see. Problems related to discipline and safety in our schools can only be solved when all involved share responsibility and are prepared to work together.

Therefore, The parties have agreed to a process for establishing Restorative Practice Schools. Educational Assistants will be involved in the process of establishing restorative practice schools in all possible ways including:

1. Involvement in the creation of the site based plan and voting on the approval of the plan.

2. Participation in all restorative practice professional development, including staff meeting time used for this purpose for those schools designated as restorative practice schools.
Proposed move to (new section) Article 15 Seniority

15.10 Eligibility for Educational Assistants to participate in the Educational Assistants' interview and selection Transfer Process:

The District and Federation agree to implement the Educational Assistants interview and selection process once the placement process as outlined in Article 15.1 through 15.9 is completed as:

The 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 of members of the Educational Assistants bargaining unit. It is entered into for the purpose of establishing a process for EAs to apply and be interviewed for District Educational Assistant opportunities.

Educational Assistants (level 1 and level 2) are eligible to participate in the interview and selection transfer process by meeting the following criteria:

- Educational assistants who have successfully completed their probationary period
- Educational assistants who would like to move from a Level 1 to a Level 2 position
- Educational assistants who qualify for the position and meet minimum job requirements
- EAs may update their qualifications/certifications when they apply for the position
- Educational Assistants who would like to transfer to a different position, a different school/program/department

Educational Assistants are ineligible for the interview and selection Transfer process if they:

- Are on an improvement plan
- Have documented performance problems or issues of misconduct (within the last 12 months)
- Are in their probationary period

Application Process for EA interview and selection Transfer Process: Positions will be posted internally for 5 business days:

- Educational Assistants who qualify will apply to posted positions using the District's online application system
- Qualified Educational Assistants will be provided an interview only in this process
- If an internal Educational Assistant is not selected, the position will be posted externally
(New) Article 24: Discovery Club

24.1 Discovery Club Work Day and Assignments

Discovery Club

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 Educators, Local No. 29 (hereinafter “Federation”), exclusive representative of members of the Educational Assistants bargaining unit. It is entered into for the sole purpose of establishing staffing procedures for Educational Assistants in Discovery Club.

The parties have agreed to the following:

A. A full time Discovery Club EA1 (group leaders) works 6.5 hours/day (32.5 hours per week), including 30 minutes of no student contact for planning per day. Group leaders that plan for more than 1 group will be given additional planning time each day to be coordinated with site manager.

B. EA1 and EA2 Discovery Club assignments will be the responsibility of the Discovery Club Administration. Before the end of the second full week in August, all open EA1 or EA2 Discovery Club positions will be posted internally. Employees will be notified of positions via Lotus Notes Discovery Club group. The open positions will be announced to internal Discovery Club employees and posted for five (5) business days not including holidays before posting externally. EAs that have been cut from their site will be able to express their preferences for open positions and will be first to be awarded positions via seniority. Special assignment positions that include hours beyond 6.5 hours a day for EA1 staff will be posted and awarded via an interview and selection process. Positions that open up within the month of September and after the first of May will be posted via Lotus Notes for five (5) business days and internal candidates will be awarded positions before external candidates.

C. Any EA who works a split shift, will work 6 hours and will be paid an additional 30 minutes for the split for a total of 6.5 hours per day.

D. EAs that are required to work on days when there is an emergency school closing (i.e. snow days, cold days) will receive compensation in accordance to the District guidelines for snow/cold days.

E. Note: If Proposal 20 is agreed to replace current #5 with new language. To ensure safety of students and staff on emergency school closure dates, the EA Labor Management Committee will discuss protocol for emergency school closures included but not limited to staffing plans and other safety precautions and procedures by November 15.
24.2 Discovery Club Additional Hours and Preparation Time

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, Educators, Local No. 28 (hereinafter "Federation") exclusive representative of members of the Educational Assistants bargaining unit. It is entered into as a result of effects bargaining due to programmatic changes in Discovery Club.

1. Site Managers in conjunction with the program administrators, will approve work time as needed for Discovery Club program needs and assignments. Staff will be granted additional hours outside of their regular work hours to fill out behavior report forms when documentation cannot be reasonably completed during work hours.

2. Group leaders will receive 60 minutes for activity prepping and planning time per day (except when field trips suspend the regular day). Group leaders will get additional hours for any prep and planning time missed due to program needs, this time will be approved by their Site Manager or program administrators. Site Managers will also do their best to organize schedules and rotations to give group leaders additional time to prep and planning time whenever possible.
SPFE Proposal 2.27.2020

Teacher Contract (NEW) ARTICLE 11, SECTION 3 - Sick Bank

EA Contract New section Article 10.1.9

(Renumber following sections)

This Memorandum of Understanding is by and between the Board of Education, Independent School District 625 (hereinafter "District") and the Saint Paul Federation of Teachers Local No. 28 (hereinafter "Federation"). The District and the Federation desire to create a process that allows members of the teacher bargaining unit to donate accumulated sick leave to a Sick Leave Bank and/or access to donated sick days in circumstances defined within this Memorandum (hereinafter "Bank").

SECTION Subd. 1. Eligibility to donate sick leave

To be eligible to donate sick leave under this Bank, the employee must:

1. Be a regular full-time or part-time member of the teacher bargaining unit who is eligible for cafeteria plan benefits;
2. Have an accumulated sick leave balance sufficient, at the employee’s FTE, to carry the employee through 720 hours; and
3. Not have submitted a resignation or retirement to the District prior to making the donation.

SECTION Subd. 2. Eligibility to receive sick leave

1. To be eligible to receive sick leave under this Bank, the employee must:
   a. Be a regular full-time or part-time member of the teacher bargaining unit who is eligible for cafeteria plan benefits. Employees meeting these criteria who are on a district-approved medical leave of absence are also eligible
   b. Have exhausted her/his accumulated sick leave and all other paid leave, such as accrued vacation, if applicable, at the time the recipient requests a donation from the Bank
   c. Be eligible for leave under the Family Medical Leave Act (FMLA) prior to the beginning of the need for donated sick leave
   d. Not be receiving benefits from Workers Compensation or Social Security
   e. Not be receiving long term disability benefits
   f. Not be serving a disciplinary suspension
   g. Not have submitted a resignation or retirement to the District
   h. Must have a serious medical condition or need leave to care for the serious medical condition of the employee’s spouse, parent or member of the employee’s household
Due to the serious health condition, need a prolonged absence from duty and suffer a substantial loss of income

2. Definitions:
   a. A "serious health condition" has the same meaning as in 29 C.F.R. §825.113(a) of the FMLA regulations, except that elective surgeries and minor illnesses are not covered as serious health conditions.
   b. A "substantial loss of income" means the employee has exhausted all paid leave available and has been unpaid for five (5) duty days at the employee's usual FTE.

SECTION Subd. 3. Process for Donation

1. To donate sick leave to the Bank, an eligible employee must complete a sick leave contribution form and submit the completed form to Human Resources.
2. Contributions must be in whole hour increments and may not exceed eighty (80) total hours during the time the donor is employed by the District.
3. Donations, once made and processed by Human Resources are irrevocable.
4. Donations are not taxed to the donor and are not tax deductible.
5. Days donated are donated at the donor employee's regular rate of pay.

SECTION Subd. 4. Application for Benefits

To receive sick leave from the Bank, an eligible employee must complete a sick leave donation form and submit the completed form to Human Resources. Employees are required to provide medical documentation of their eligibility. Updated documentation of the serious medical condition must be provided by the employee upon request by Human Resources.

SECTION Subd. 5. Sick Leave Bank Benefit

1. Sick leave time received may only be used on a prospective basis beginning with the first day following determination of eligibility. Sick leave time received shall not be used for a back period or for periods of unpaid time.
2. A recipient may not receive more paid time under this Bank than they would otherwise receive if they were working. For example, non-contracted work days shall not be compensated nor shall an employee receive pay for days or hours in excess of their FTE.
3. A recipient's pay will continue to be taxed in accordance with state and federal tax tables, and all authorized deductions will continue to be deducted from the recipient's paycheck.
4. Recipients shall not accrue additional sick leave based on hours received from the Bank.
5. Any use of the Bank will run concurrent with leave under the Family Medical Leave Act (FMLA).
6. Use of the Bank will not extend the FMLA period.
7. Hours received are paid at the eligible recipient's regular rate of pay.
8. In no case shall the benefit received through the Bank exceed 480 total hours at the employee's FTE during the time the recipient is employed by the District.
8. In the case of an employee receiving a donation due to the need to care for the serious medical condition of the employee's spouse, parent or member of the employee's household, the maximum benefit received shall not exceed the time permitted in Article 11, Section 1, Subd. 5.

SECTION Subd. 6. Administration of the Bank

1. The identities of donors and recipients are private data consistent with the Minnesota Government Data Practices Act. The recipients of sick leave from this Bank shall not be informed of the identities of the donors and donors may not be informed about the identity of recipients nor shall donors be allowed to designate specific recipients for their donation. Employees shall not intimidate, threaten, or coerce any other employee with respect to donating or receiving leave under this Bank.

2. The Bank shall be administered by the District's Human Resource Department subject to the terms of this Memorandum. The decisions of the District in administering the Bank are final and not subject to the grievance procedure.

3. Donated hours shall be distributed to eligible recipients on a first-come, first-served basis and in no case may the number of distributed hours exceed the number of hours donated. If more than one qualifying request is received on the same day and insufficient donations exist in the Bank, existing Bank donations will be divided equally among the qualified recipients.

4. Any recipient found to have provided fraudulent information shall be immediately removed from the program, subject to disciplinary action, required to repay money received from the program, and criminal prosecution may be pursued.
SPFE Proposal 2.27.2020

Teacher Contract: New Article 25 - Recruitment and Retention of Educators of Color

EA Contract: New Article 23

SCSP Contract: New Article 19

Regarding: Recruitment and Retention of Teachers of Color

The District will continue current practice in recruitment and retention of teachers 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, Educational Assistant and Teacher Affinity Groups. A committee comprised of equal members of the District and members of all bargaining units of the Federation will begin discussion upon ratification of the 2017-2019 contract and determine how the allocated money shall be used.
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</table>
Proposed move to (new section) Article 14, Section 7 - Nurse Work Schedule

MEMORANDUM OF AGREEMENT

Regarding: Nurses Work Schedule

The Federation and the District acknowledge that a nurse's daily work schedule can fluctuate dramatically due to the nature of the work and requirements of the position. It is understood that injuries, life threatening emergencies and other health and safety related issues are unpredictable and therefore make it difficult for nurses to plan a scheduled time for completing and processing required medical reports and special education documentation.

Nurses may meet with their principal and jointly develop a work schedule that includes a daily 30 minute period within the normal workday established for the purpose of processing and completing student data and reporting. Service to students must not be adversely affected by this schedule and emergency and other health/safety related situations that require immediate attention must continue to be provided throughout the entire workday. Nurses may use this scheduled time to complete medical reports, special education documentation and perform other related duties as may be required.

It is understood that this scheduled time is not guaranteed and is not considered to be a daily preparation period as provided for classroom teachers. Further, this provision is not subject to grievance or additional compensation as provided under the loss of preparation time for classroom teachers.

This provision will expire with the termination of this agreement on June 30, 2017.
SPFE Proposal 2.27.2020

Proposed NEW ARTICLE 16

EXISTING ARTICLE 16 AND ALL FOLLOWING ARTICLES RENUMBERED

(OR THIS COULD BE ARTICLE 16A AND AND CALL GRIEVANCE 16B SO WE DO NOT NEED TO RENUMBER?)

MEMORANDUM OF UNDERSTANDING

Regarding: Discipline

SECTION 1. This Memorandum of Understanding is by and between the Board of Education; Independent School District No. 625, (hereinafter “Employer”), and the The Saint Paul Federation of Educators Teachers Local No. 28, exclusive representative for teachers in the Saint Paul Public Schools (hereinafter “Federation”). The Federation is the exclusive representative of teachers in all matters relating to a disciplinary action. It is entered into for the sole and exclusive purpose of establishing, for a specified and limited period of time, the teacher discipline procedure described herein:

This Memorandum shall be effective for the duration of the 2013-2015 Labor Agreement and shall expire on that date without further obligation for continuation on either of the parties. Disciplinary actions commenced during the life of the 2013-2015 Labor Agreement will be considered subject to this process and will be completed under its provisions:

SECTION 1. Disciplinary actions will be taken by the Employer for just cause, and in a generally consistent manner. However, circumstances, work histories, and mitigating or aggravating factors may result in different actions for similar offenses.

SECTION 2. Discipline will usually be applied progressively for sequential offenses, using the following steps:

a. Oral reprimand
b. Written reprimand
c. Suspension without pay
d. Discharge

Subd. 1. It is recognized and acknowledged by the parties that when an incident of a serious nature occurs, the Employer may move directly to the severest actions, including discharge.

Subd. 2. Discharge actions are governed by requirements of M.S. §122A.41 for teachers.

SECTION 3. When disciplinary action above the level of oral reprimand, pursuant to this Article, is anticipated, or an investigation preceding possible disciplinary action is undertaken, a meeting will be scheduled by the supervising administrator to review the matter. The teacher shall be provided written or oral notice of such meeting, and shall be entitled to Union representation.
**Subd. 1.** If the Employer's intent is to suspend without pay, or to discharge an employee, the employee will, prior to implementation of such action, be provided an opportunity to meet with the supervisor who will make the final determination, and to present his/her position in the matter. The employee is entitled to have Union representation.

**Subd. 2.** It is recognized and acknowledged by the parties, however, that on some occasions, the offense is of such serious nature as to require immediate suspension of the employee, and in such instances, any review meeting will follow that action. This may be a non-disciplinary suspension with pay, pending further investigation.

**SECTION 4.** All Disciplinary actions, except for oral reprimand, are subject to review through the grievance procedure of the Labor Agreement. The discharge of a teacher covered under the Tenure Law will be governed under the procedures of M.S. §122A.41

**SECTION 5.** An employee who is disciplined pursuant to this article shall be furnished with notice of such disciplinary action, and a copy shall be entered into the employee’s personnel record in the Human Resource Department of the District. A copy of such notice shall also be provided to the Federation. Oral reprimands are excluded from the requirements of this section.

**Subd. 1.** The teacher has the right to submit a written response to such notice, which response will be incorporated into the teacher’s personnel record in the Human Resource Department at the teacher’s request.

**Subd. 2.** After a two-year period, the teacher may elect to request that the Human Resource Department review the notice document and consider its removal from the teacher’s file. Determination regarding such removal shall be entirely at the discretion of the District, and the decision shall not be grievable.

**Term.** This is the full understanding of the parties regarding discipline procedures. This Memorandum shall remain in effect for the duration of the 2015-2017 Labor Agreement.
SPFE Proposal 2.27.2020

ARTICLE 6, new Section 8

MEMORANDUM OF UNDERSTANDING

Regarding: Federation of Teachers use of District E-mail System

In the interest of maintaining effective labor-management relationships and efficient use of District time and resources, the District e-mail systems may be used by Union representatives for certain Union activities.

Union St. Paul Federation of Educators use of electronic communication technology is subject to the same conditions as employee use of such technology, as set forth in the District Policy. This includes the conditions set forth in the sections pertaining to "information is not private and is subject to District monitoring of e-mail.

The Federation and its agents agree to read and abide by the terms specified in the District Technology Acceptable Use Policy. Any e-mail address of any District employee will not be sold or distributed to outside agencies.

Approved uses include the following activities:

- Posting of meeting notices, union newsletters, investigation and administration of grievances, general dissemination of information to members, contract interpretation questions, union election information and results, notification of arbitration and unit determination decisions, and sending URL links.

District owned property or services including the e-mail system may not be used for the following activities:

- Political activities, fund-raising, campaigning for union office, union organizing, strike activities, or solicitation of employees for union membership. The Federation must request prior approval for use of the e-mail system for activities that are not specifically approved in this document.

The Federation agrees to use the e-mail system as follows:

- All mass e-mail shall be sent before 7am or after 5pm (M-F) in order not to interfere with normal workday network traffic flow.
- All e-mail sent out shall have a "remove from list" message attached, allowing the recipients to be removed from the mailing list with a simple reply.
- No attachments shall be mass-e-mailed.
Any questions regarding questionable content or practices will be resolved through a meet and confer process between the Federation of Teachers and the Labor Relations Office for the District.

This Memorandum of Understanding shall be in effect upon signing.
SPFE Proposal # 26 3.4.2020

SPFE Counter Proposal

New Article 24 - Joint Labor Management Collaboration Meetings

Section 1 - Professional Issues Committees

MEMORANDUM OF AGREEMENT

Regarding: Professional Issues Committee

The Board of Education of ISD No. 625 and the St. Paul Federation of Teachers Educators, Local 28 (Federation), exclusive representative of teachers in the Saint Paul Public Schools (District), with this statement express their continuing mutual desire to foster clear and regular communication regarding matters of professional concern to teachers, administrators, the Federation, and the School Board.

The District and the Federation shall continue Professional Issues Committees Joint Labor Management Collaboration Meetings meetings to review, discuss and recommend improved District policies, programs and procedures. There will be individualized Professional Issues Committees Joint Labor Management Collaboration Meetings meetings specifically for each group including Teachers, Special Educators, Teachers, and English Language Learners Teachers (ELL). The regular participants in such discussions are three members appointed by the Superintendent, the Federation president, business agent Federation Organizer, and three others appointed by the Federation. The committee is co-chaired by a member selected by the Superintendent and the president of the Federation. The Superintendent will participate on the committee if requested by either the District or the Federation. Both parties are committed to participating in annual labor management training for appointed members.

The Professional Issues Committees Joint Labor Management Collaboration Meetings will review all issues brought forward through a lens of racial equity. This approach will guide decision-making and ensure that the Committee's deliberations include multiple perspectives, isolates race and identifies and interrupts practices that contribute to racially predictable and disproportionate student outcomes.

As a general practice, the following Professional Issues Committees Joint Labor Management Collaboration Meetings meeting guidelines will be in place. These meetings will be held at the Saint Paul Federation of Educators offices, unless both parties agree to an alternative location:

Teachers: Once each month during the school year on the first Thursday of the month from 5:00 PM to 7:00 PM.

Special Education Teachers: Once each month during the school year on the third Thursday of the month from 5:00 PM to 7:00 PM.
English Language Learners (ELL): Once each month during the school year, the third Thursday of the months of October, December, February and April from 5:00 PM to 7:00 PM. The agenda for the April meeting will include a review of the staffing formula for the following school year.

More or fewer meetings may be scheduled at the discretion of the team and the date, time and location of meetings may be changed if the parties so agree. One meeting per year will be an all-day meeting. This meeting will take the place of the regular evening meeting for that month. The month for this all-day meeting will be set by mutual agreement. The August meeting will be held in the afternoon on the Friday of opening week. This meeting may take the place of the September meeting if the parties so agree.

Either the Superintendent or the president may call a special meeting of the committee to deal with a specific issue on the basis of urgent need. The Federation and District bargaining teams may charge the Professional Issues Committees Joint Labor-Management Collaboration Meetings to continue to explore professional issues generated during the negotiation process. The Professional Issues Committee is required to report annually their work to the Saint Paul Public Schools’ Board of Education and the St. Paul Federation of Teachers Educators’ Executive Board.

The Committee shall have the following powers:

A. Review District policies that affect Federation members prior to School Board approval. This power includes the power to review new district initiatives, including plans for appropriate training, the method of implementation and the plan for evaluating success. These discussions shall take place prior to School Board approval and no later than the initial approval of the budget for the upcoming school year by the Committee of the Board.

B. Review data on the effectiveness of existing district initiatives no later than the April PIC meeting each school year.

C. Review District procedures and programs, as appropriate, that affect Federation members prior to Superintendent approval.

D. Discuss current issues.

E. Establish temporary joint subcommittees to address particular issues of concern. The committee will establish membership and operating procedures for subcommittees. It will establish deadlines for subcommittees to report recommendations back to the committee. Subcommittees will be jointly chaired. The District co-chair and president of the Federation shall select subcommittee chairs.

F. Make recommendations to the Superintendent, when appropriate, for implementation, action and/or review.

G. Review the Student Rights and Responsibilities Handbook as needed.

H. Review intended professional development expectations for implementation for the following school year.

I. (SPED only) workload issues, including third party billing, and professional development activities for special education licensed service providers on scheduled professional development days.

J. (ELL only) plan: appropriate professional development for ELL teachers

K. (ELL only) testing and assessments, curriculum, appropriate program staffing and appropriate student assignments.
This article understanding does not limit, diminish or abrogate the rights and responsibilities of the Board of Education and the Superintendent in directing and managing the operation of the District, nor does it permit violation of terms of the labor agreement.

Nothing herein shall be deemed to impair the authority of the Superintendent, or to preclude the Superintendent from consulting informally with members of the bargaining unit.

Section 2 – Labor and Management Training Sessions

Saint Paul Federation of Educators and the Saint Paul Public Schools agree to hold, twice per year, joint union and management training sessions.

The purpose of these trainings is to build positive working relationships that increase the effectiveness and efficiency of our work, in the place where it matters most—the classrooms in our school buildings. The topics may include, but not be limited to:

- leadership skills;
- effective problem solving;
- identifying areas where stewards and principals can partner (budget details, implementing new laws, testing procedures);
- contract language (i.e. election to work agreements, peer assistance and review, workload clarification);
- fundamentals of the Teacher Tenure Act and Just Cause;
- the improvement plan process;
- the grievance process; and
- member rights to union representation.

Effective strategies to address racial disparities and close achievement gaps.

Individuals that will be required to attend are SPFE stewards, principals, human resource personnel, and supervisors of Educational Assistant and School and Community Support Professionals.

The trainings will be maximum of two hours in length and will be jointly developed by the SPFE staff and SPPS staff. These trainings will be held outside of the regular school day.

In a contract ratification year, one of these two training obligations can be satisfied by a joint presentation of the final agreement to the above-mentioned individuals.

NOTE: The District and Union agreed to SPFE Proposal 10. Therefore, this section originally from the SPED PIC can be dropped.

The District will follow the procedures outlined for infant seeing early childhood special education and the pediatric students will receive special education services for those students of the city over two years old.
Add to Article 14 Section 6 3 Subd. 5

Teachers may request assistance of a substitute teacher for support as needed to help relieve excessive workloads or to meet impending deadlines. Special education licensed service providers shall be provided at least one half-day per month to complete paperwork or conduct student assessments. At the discretion of the teacher, this time may be taken in one half-day per month increments or in whole day increments every other month or in some combination. Scheduling of such time shall be by mutual agreement between the teacher and the principal and shall be in addition to preparation time. Teachers who, as of the signing of this agreement, are currently provided time in excess of the one half day per month will continue to receive such time unless a change is mutually agreed to between the administrator and the teacher. The committee may address other special education issues and concerns as appropriate.
The District and Federation have explored issues related to new District initiatives, the need for job embedded professional development, professional learning communities, shared planning time, and evening events that all affect the teacher workload.

The parties acknowledge the need to review the impact these initiatives have on the teacher workload. In that spirit, we have agreed to the following while we are pursuing the “ideal day.”

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

For professional development initiatives to have meaning, there needs to be thoughtful collaboration among colleagues and the opportunity to learn from other professionals including coaches, mentors, and administrators. The parties agree that in order to meet these professional expectations, teachers may need to schedule mutually agreed times for these activities with their colleagues.

Subd. 3. The District is committed to provide consistency across the District by establishing a norm of four (4) principal-directed before/after school meetings per month. In exigent and reasonable circumstances, additional meetings may be called if necessary by the principal. Professional Learning Communities, coaching, and team meetings are professional expectations that should be considered when planning this time.

Subd. 4. Teachers shall be compensated if they are directed by an administrator to perform other professional responsibilities in lieu of their classroom preparation period.

This Memorandum will be effective through the duration of the 2015-2017 Labor Agreement, and shall expire on that date without further obligation for continuation by either of the parties.
Subd. 5 Employer Match for Minnesota Deferred Compensation Plan or District-approved 403(b) plan

5.1 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 for eligible employees. Part-time employees working half time or more will be eligible for up to one half (50%) of the available District match. Approved non-compensatory leave shall not be counted in reaching the three (3) full years of consecutive active service, and shall not be considered a break in service. 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 or a 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.

5.2 In addition to the amount which is described in Subd. 5.1, employees hired on or after January 1, 2014, shall be eligible for an additional $200 per year employer match.

5.3 Employees hired after January 1, 2014 will receive a $200 District contribution for each year of service toward a health care savings plan upon retirement.
MEMORANDUM OF AGREEMENT

Regarding: Class Size

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.

The class-size language in the 2015-17 contract will remain in effect until the end of the 2017-18 school year. In 2018-19, class sizes in elementary will, on average, per grade level in each school, be within the class size range average indicated below and will not, in any individual classroom, exceed the cap designated below. The class size, on average, for secondary teachers for 6-8 or 9-12 shall not exceed the average and shall not, in any individual classroom or class period, exceed the cap designated below. The following content areas in secondary schools shall not be subject to these limits: Vocal Music and Instrumental Music.

Delete old column

<table>
<thead>
<tr>
<th>Top 30 SPPS sites with the highest F/R %*</th>
<th>Average/Teacher</th>
<th>Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>PreK</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>K</td>
<td>24</td>
<td>25</td>
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<td>1-3</td>
<td>25</td>
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<td>4-5</td>
<td>28</td>
<td>30</td>
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<td>6-8</td>
<td>34</td>
<td>36</td>
</tr>
<tr>
<td>9-12</td>
<td>36</td>
<td>38</td>
</tr>
<tr>
<td>Remaining SPPS sites</td>
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<tr>
<td>PreK</td>
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<td>K</td>
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<td>31</td>
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<td>6-8</td>
<td>36</td>
<td>38</td>
</tr>
<tr>
<td>9-12</td>
<td>38</td>
<td>40</td>
</tr>
</tbody>
</table>

*Any schools that are tied for the final spot shall all be included.

In certain programmatic circumstances, e.g. Science Labs, building administrators will support a safe and effective learning environment by utilizing various strategies to reduce the number of students working in lab on a given day. A possible solution:
• A teacher could split their class, with one half in the lab and the other half working on other material under the supervision of a teacher or a substitute teacher.
  o If teachers volunteer to participate, the principal will compensate the teachers for a lost prep period to work with a portion of the class not doing lab work that day.
  o Principals could hire a substitute teacher for the two days to work with the portion of the class not doing lab work that day.

Class Size Committee

The parties acknowledge that circumstances could arise where exceptions to the above class size averages or caps may be made. Such cases may include efforts to keep families together, enrollment patterns, population shifts, a decrease in state or federal funding, an unusual variation between school enrollments at different grade levels or to allow the district to avoid creating split grade level classes. If class sizes are approaching or exceeding class size averages or caps a committee shall be formed.

The committee shall be composed of the following members:

• The school’s principal
• Assistant Superintendent (if not able to attend, the Asst. Supt. will appoint a representative to attend)
• A teacher from an affected classroom or other staff in the affected license area
  The building steward OR another licensed staff person appointed by the Federation
• Two (2) parents, to be appointed by the school’s PTA or PTO (If there is no active PTA or PTO, the parents will be appointed by the principal and the building steward. If the principal and steward are unable to agree on two parents to appoint, the principal will appoint one parent and the steward will appoint the other.) Lack of parent involvement will not preclude the committee from developing recommendations.

The committee shall meet as needed to review class size data for the classes approaching or exceeding class size averages. In circumstances where exceptions to the agreed upon cap are necessary, due to the reasons listed above, the committee shall determine strategies to provide additional classroom supports, other mitigation strategies, and make recommendations to Student Placement on long-term strategies.

The Federation agrees not to grieve such an exception, when approved by a majority of the committee, for the remainder to the school year for which the exception is made only if the committee’s recommended remedies are implemented within thirty calendar days after the meeting. All exceptions expire at the end of each school year.

When additional support staff need to be added based on any of the preceding paragraphs, the assignment or new posting will take place within five school days of the classroom exceeding the cap. Placement of newly identified support staff must take place within 20 school days of the posting, contingent upon candidate availability. If a support staff is not hired within 25 work days a short term teacher substitute will be placed into the classroom pending the assignment of the support staff.

Teachers will not be asked to exceed these limits individually. The issue must be brought to the class size committee for resolution.
Enforcement

The Federation agrees not to grieve such an exception, when approved by a majority of the committee, for the remainder to the school year for which the exception is made only if the committee’s recommended remedies are implemented within thirty calendar days after the meeting. All exceptions expire at the end of each school year.

The parties agree to submit any disputes not resolved after Step Two of the grievance process to grievance mediation and reach a resolution through grievance mediation.

Term

This Agreement will remain in effect through the end of 2019-2021 Labor Agreement.

District Class Size Committee

Beginning in August 2018, the District Class Size Committee, made up of equal, joint membership of SPFT, SPFE and SPPS, will convene.

This committee will provide the Superintendent with programmatic recommendations to address classes/sections that exceed class size caps for school-year 2019-20.

The committee will meet to decide the best way to assess the impacts of class size. Possible areas of impact study might be the following:

- Student Achievement - What measurable and relevant impacts has class size had on the achievement of students in the district.
- Fiscal Resources - What measurable and relevant impacts has class size had on the financial health of the district.
- Enrollment - What measurable and relevant impacts has class size had on the enrollment of the district.

This Memorandum of Agreement shall be in effect for the duration of the 2019-2021 Labor Agreement.
SPFE Proposal 2.27.2020

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 Educators, Local No. 28 (hereinafter "Federation") exclusive representative for teachers. It is entered into for the sole purpose of establishing appropriate workloads for the Early Childhood Special Education Birth to Three Program and in recognition of the collective efforts in Special Education Professional Issues Committee to address workload concerns unique to the program.

By agreeing to this memorandum, the Federation recognizes that the District is not waiving its managerial rights regarding staffing, nor establishing a precedent beyond the program acknowledged within. The parties agree that any disputes over the provisions of this memorandum are grievable up to Step Three of the grievance process.

Birth to Three assignments for staff shall not exceed 35-40 points based on the following weighted formula in use during the 2017-19 school year:

<table>
<thead>
<tr>
<th>Weekly Factor</th>
<th>Value</th>
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<tbody>
<tr>
<td>Parent Groups</td>
<td>3.00</td>
</tr>
<tr>
<td>Team Meeting</td>
<td>1.50</td>
</tr>
<tr>
<td>Lunch</td>
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<tr>
<td>Billing</td>
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</tr>
<tr>
<td>Due Process/Prep</td>
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<tr>
<td>Case Manager (CM) w Eval (C or B)</td>
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</tr>
<tr>
<td>Non-CM w Eval (C or B)</td>
<td>2.00</td>
</tr>
<tr>
<td>CM &amp; weekly visit (30-33)</td>
<td>2.00</td>
</tr>
<tr>
<td>CM &amp; 2-3 x per month (16-29)</td>
<td>1.00</td>
</tr>
<tr>
<td>CM &amp; 1 x per month (15)</td>
<td>0.75</td>
</tr>
<tr>
<td>Non-CM &amp; weekly visit (30-36)</td>
<td>1.50</td>
</tr>
<tr>
<td>Non-CM &amp; 2-3 visits per month (16-29)</td>
<td>0.75</td>
</tr>
<tr>
<td>Non-CM &amp; 1 x per month visit (15)</td>
<td>0.50</td>
</tr>
<tr>
<td>4-8 visits per year</td>
<td>0.25</td>
</tr>
<tr>
<td>1-3 visits per year</td>
<td>0.10</td>
</tr>
</tbody>
</table>
The District and the Federation agree that this MOA shall remain in effect until the parties agree to discontinue it.

This Memorandum of Agreement will sunset upon ratification of the 2017-19 collective bargaining agreement.

A time study will be conducted during the 18-19 school year to determine appropriate caseloads for the 19-20 school year. A joint teacher and related service committee will be formed to determine the factors of the time study.
This Memorandum of Understanding is by and between the Board of Education, Independent School District 625 (hereinafter "District") and the Saint Paul Federation of Teachers Local No. 28 (hereinafter "Federation"). The District and the Federation desire to create a process that allows members of the teacher bargaining unit to donate accumulated sick leave to a Sick Leave Bank and/or access to donated sick days in circumstances defined within this Memorandum (hereinafter "Bank").

SECTION Subd. 1. Eligibility to donate sick leave

To be eligible to donate sick leave under this Bank, the employee must:

1. Be a regular full-time or part-time member of the teacher bargaining unit who is eligible for cafeteria plan benefits;
2. Have an accumulated sick leave balance sufficient, at the employee's FTE, to carry the employee through 720 hours; and
3. Not have submitted a resignation or retirement to the District prior to making the donation.

SECTION Subd. 2. Eligibility to receive sick leave

1. To be eligible to receive sick leave under this Bank, the employee must:
   a. Be a regular full-time or part-time member of the teacher bargaining unit who is eligible for cafeteria plan benefits. Employees meeting these criteria who are on a district-approved medical leave of absence are also eligible
   b. Have exhausted her/his accumulated sick leave and all other paid leave, such as accrued vacation, if applicable, at the time the recipient requests a donation from the Bank
   c. Be eligible for leave under the Family Medical Leave Act (FMLA) prior to the beginning of the need for donated sick leave
   d. Not be receiving benefits from Workers Compensation or Social Security
   e. Not be receiving long term disability benefits
   f. Not be serving a disciplinary suspension
   g. Not have submitted a resignation or retirement to the District
   h. Must have a serious medical condition or need leave to care for the serious medical condition of the employee's spouse, parent or member of the employee's household
I. Due to the serious health condition, need a prolonged absence from duty and suffer a substantial loss of income

2. Definitions:
   a. A "serious health condition" has the same meaning as in 29 C.F.R. §825.113(a) of the FMLA regulations, except that elective surgeries and minor illnesses are not covered as serious health conditions
   b. A "substantial loss of income" means the employee has exhausted all paid leave available and has been unpaid for five (6) duty days at the employee's usual FTE

SECTION Subd. 3. Process for Donation

1. To donate sick leave to the Bank, an eligible employee must complete a sick leave contribution form and submit the completed form to Human Resources.
2. Contributions must be in whole hour increments and may not exceed eighty (80) total hours during the time the donor is employed by the District.
3. Donations, once made and processed by Human Resources are irrevocable.
4. Donations are not taxed to the donor and are not tax deductible.
5. Days donated are donated at the donor employee's regular rate of pay

SECTION Subd. 4. Application for Benefits

To receive sick leave from the Bank, an eligible employee must complete a sick leave donation form and submit the completed form to Human Resources. Employees are required to provide medical documentation of their eligibility. Updated documentation of the serious medical condition must be provided by the employee upon request by Human Resources.

SECTION Subd. 5. Sick Leave Bank Benefit

1. Sick leave time received may only be used on a prospective basis beginning with the first day following determination of eligibility. Sick leave time received shall not be used for a back period or for periods of unpaid time.
2. A recipient may not receive more paid time under this Bank than they would otherwise receive if they were working. For example, non-contracted work days shall not be compensated nor shall an employee receive pay for days or hours in excess of their FTE.
3. A recipient's pay will continue to be taxed in accordance with state and federal tax tables, and all authorized deductions will continue to be deducted from the recipient's paycheck.
4. Recipients shall not accrue additional sick leave based on hours received from the Bank.
5. Any use of the Bank will run concurrent with leave under the Family Medical Leave Act (FMLA). Use of the Bank will not extend the FMLA period.
6. Hours received are paid at the eligible recipient's regular rate of pay.
7. In no case shall the benefit received through the Bank exceed 480 total hours at the employee's FTE during the time the recipient is employed by the District.
8. In the case of an employee receiving a donation due to the need to care for the serious medical condition of the employee's spouse, parent or member of the employee's household, the maximum benefit received shall not exceed the time permitted in Article 11, Section 1, Subd. 5.

SECTION Subd. 6. Administration of the Bank

1. The identities of donors and recipients are private data consistent with the Minnesota Government Data Practices Act. The recipients of sick leave from this Bank shall not be informed of the identities of the donors and donors may not be informed about the identity of recipients nor shall donors be allowed to designate specific recipients for their donation. Employees shall not intimidate, threaten, or coerce any other employee with respect to donating or receiving leave under this Bank.

2. The Bank shall be administered by the District’s Human Resource Department subject to the terms of this Memorandum. The decisions of the District in administering the Bank are final and not subject to the grievance procedure.

3. Donated hours shall be distributed to eligible recipients on a first-come, first-served basis and in no case may the number of distributed hours exceed the number of hours donated. If more than one qualifying request is received on the same day and insufficient donations exist in the Bank, existing Bank donations will be divided equally among the qualified recipients.

4. Any recipient found to have provided fraudulent information shall be immediately removed from the program, subject to disciplinary action, required to repay money received from the program, and criminal prosecution may be pursued.
Regarding: Special Education Caseload and Supports

Saint Paul Public Schools (SPPS) is committed to providing a premier education for all students with disabilities to reach high outcomes. Federal laws and Minnesota statutes provide both directives and guidance to school districts regarding the special education services, processes and staffing to be provided by special education departments. Modified in 2015, the MN statute includes considerations for caseload that includes disability, Individual Education Plan (IEP) Federal setting, and workload limits. This statute builds in and accommodates for the greater and multiple needs of the range of students with IEPs.

The SPPS special education service delivery model is based on the needs of the students. There are EBD, ASD and DCD specialized classrooms as well as resource special education services. Many of these are cross-categorical (For example, an EBD Specialized classroom may have students with EBD, OHD and TBI enrolled.). In addition, students may have IEPs with different federal settings in the same class or a special education teacher may have students with IEPs with differing federal settings on her/his caseload. Given the service delivery model to allocate staff and determine caseloads the district will:

- Apply the Minnesota Statute 3525.2340 (Caseloads) that identifies the staffing ratios for students with disabilities based on disability and IEP federal levels. (This rule is part of the MN Rules for “Children with a Disability” which considers all of the needs of the students.)
- The district will continue to implement the BridgeView School staffing allocations previously agreed upon.
- The EBD, ASD and DCD specialized classrooms in the general education schools may have a mix of students with Federal 3 and Federal 2 IEP settings. When a concern is raised about the student-to-staff ratio in a specialized classroom, a review process will be commenced. This process will apply a ratio calculator whose algorithm is based on the caseloads in the MN rule and accommodates for the variability of disabilities and federal levels within the specialized classrooms. This information will be used to guide if greater staff allocation and/or capping class enrollment is needed.
- A work group will be formed to review the caseload determinants that includes federal setting level, behavior, personal care needs and other needs specific to ASD, DCD, and EBD specialized programs. This group will include at least one teacher from each ASD, DCD, and EBD specialized program to make recommendations for September 2018.
- The district commits to allocating a floater special education staff to support students with special needs in the 23 elementary schools that currently have ASD, DCD and EBD specialized programs. Any new elementary site that opens a specialized classroom in the future will also receive a floater allocation. Thirteen of the 23 FTEs will be Educational Assistants. Decisions on assignment of the Educational Assistants to an elementary or secondary site will be based on the programmatic needs at a school.
- Determining Special Education caseloads for Occupational Therapists, Physical Therapists, Speech Language Pathologists and School Social Workers will include considering the direct services minutes, indirect services minutes, evaluation and reevaluation time, IEPs managed, travel time, and other services required in the IEPs of eligible students. The district will formalize this process to align with statute so that the appropriate caseload for an individual therapist will take these factors into consideration.
• A time study will be conducted during the 18-19 school year to help inform the implementation of the responsibilities in order to guide caseloads for 19-20 school year. A committee will be formed to determine the factors of the time study. The committee will include representation from Occupational Therapists, Physical Therapists, Speech Language Pathologists and School Social Workers (elementary, middle and high school).

Additional supports for special education staff to complete their responsibilities will include:

• Providing Special Education licensed service providers at least one half-day per month to complete paperwork or conduct student assessments as agreed to in the Memorandum of Agreement in the 2016-2017 contract.
• Develop a working group to review I make recommendations for report cards for students in the DCD and ASD specialized classrooms who are enrolled in special education core content classes.

The Parties agree to submit any disputes not resolved after step three of the grievance process to grievance mediation and reach a resolution through grievance mediation.

The District and the Federation agree that this MOA shall remain in effect until the parties agree to discontinue it.
Regarding: Adult Basic Education Teachers – Ratio of Contracted to Hourly Staff

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 Educators, Local No. 28 (hereinafter "Federation") exclusive representative for teachers. It is entered into for the sole purpose of setting a ratio to limit the proportion of hourly, non-contracted teachers working in the District’s Adult Basic Education Program.

The District and the Federation agree that the Adult Basic Education Program is more successful when the teaching workforce is stable and experienced.

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

1. It shall be the intent of Saint Paul Public Schools that for every four (4) hours of instruction performed by regular, contracted teachers in the Adult Basic Education Program, there will be no more than one (1) hour of instruction performed by hourly teachers.
2. As a priority, the District whenever possible will prioritize available classroom hours.
3. The District will provide quarterly updates to SPFTE.
4. This Memorandum of Agreement shall be in effect beginning September 1, 2018.

This Memorandum of Agreement shall be in effect for the duration of the 2019-2022 labor agreement.
SPFE Proposal 2.27.2020

Teacher Contract: New Article 25 - Recruitment and Retention of Educators of Color

EA Contract: New Article 23

SCSP Contract: New Article 19

Regarding: Recruitment and Retention of Teachers of Color

The District will continue current practice in recruitment and retention of teachers 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, Educational Assistant and Teacher Affinity Groups. A committee comprised of equal members of the District and members of all bargaining units of the Federation will begin discussion upon ratification of the 2017-2019 contract and determine how the allocated money shall be used.
SPFE Proposal 2.27.2020

Regarding: Early Childhood Education

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. It is entered into for the sole purpose of establishing the expectations for District programming for preschool age children.

The District and the Federation agree that access to high-quality Pre-K for all children in St. Paul is one of the most significant steps that can be taken to close the racial opportunity gap.

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

1. Pre-K classrooms should be located on the first floor, convenient to bathrooms, outdoor exit and play areas, and bus/parent drop-off and pick-up zones. Classrooms should contain or be readily accessible to a hand washing area and a drinking fountain. Pre-K classrooms should be clustered with common spaces for student activities, teacher planning, and parent volunteers.

2. Pre-K classrooms should be equipped with age-appropriate toys, portable tables and stackable chairs, portable equipment with wheels, adjustable shelving and bookcases, easels, counter workspace, a sink with hot and cold running water, a carpeted storytelling/reading area, and the ability to easily darken the room. In addition, classrooms should have adequate storage spaces for supplies, toys and equipment, including large muscle-equipment.

3. In order to minimize the spread of disease, Pre-K classrooms will have access to hot water and cleaning materials to clean toys and surfaces. In addition, any bedding must be in good condition and easily disinfected on a weekly basis.
In order to allow for greater clarity and improved coordination, the District and the Federation agree to establish this memorandum of agreement. The District and the Federation agree that the development of a Hmong Dual Language program requires additional resources to be dedicated for curriculum writing and translations.

Hmong Dual Language

Memorandum of Agreement

(New Section) Article 14 Section 6—Hmong Dual Language

In order to allow for greater clarity and improved coordination, the District and the Federation agrees to establish this memorandum of agreement. The District and the Federation agree that the development of a Hmong Dual Language program requires additional resources to be dedicated for curriculum writing and translations.

District leadership and members of the Hmong Dual Language Committee (Subcommittee of the Teacher Professional Issues Committee) will work collaboratively to establish a list of instructional and supplemental materials to support core instruction. To create broader capacity, improved sustainability and enhanced teacher support, the following will be provided:

- To support the agreed upon Hmong Dual Language Translation process, Hmong Dual Language teachers will have access to 5 days of substitute teacher time, during the school year, to work collaboratively with district staff to complete prioritized curriculum writing and translations.
- Each Hmong Dual Language teacher may access up to 5 days of summer curriculum writing and translating time, at the curriculum writing rate of pay, to work collaboratively with district staff to complete prioritized curriculum writing and translations.
- Hmong Dual Language teachers who assess literacy in English and another language will be provided up to two days of substitutes during each assessment period.

The materials and resources created will be maintained and shared through processes defined by the Hmong Dual Language Committee. The district’s learning management system and cloud based storage tools will be the prioritized locations for sharing collaboratively created resources.
<table>
<thead>
<tr>
<th>SCSP Contract</th>
<th>Page Number</th>
<th>Action</th>
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<tbody>
<tr>
<td>LMC</td>
<td>33</td>
<td>agree to drop</td>
</tr>
<tr>
<td>Home Visit Project</td>
<td>34</td>
<td>Appendix, consistent with EA contract</td>
</tr>
<tr>
<td>Parent Engagement PIC</td>
<td>35</td>
<td>Agree to drop</td>
</tr>
<tr>
<td>Pay Stubs</td>
<td>36</td>
<td>agree to drop</td>
</tr>
<tr>
<td>Religious Observance</td>
<td>37</td>
<td>Keep as MOU</td>
</tr>
<tr>
<td>Multilingual Student Supports</td>
<td>38</td>
<td>agree to drop</td>
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</tbody>
</table>
Appendix C

Home Visit Project

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 SPFT 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.

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

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.

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.
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

Chair, Board of Education

Assistant Director, Employee/Labor Relations

Date

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

President

Business Agent

Date
SPFE Proposal 2.27.2020

Teacher Contract: New Article 25 - Recruitment and Retention of Educators of Color

EA Contract: New Article 23

SCSP Contract: New Article 19

Regarding: Recruitment and Retention of Teachers of Color

The District will continue current practice in recruitment and retention of teachers 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, Educational Assistant and Teacher Affinity Groups. A committee comprised of equal members of the District and members of all bargaining units of the Federation will begin discussion upon ratification of the 2017-2019 contract and determine how the allocated money shall be used.
ARTICLE 10. COMPENSATORY LEAVE

10.1 Sick Leave.

10.1.1 Eligibility. All regular employees, as defined in Article 3.3, shall receive sick leave as shown in 10.1.2.

Part-time employees must be regularly assigned to work a minimum of forty (40) hours but less than sixty (60) hours per biweekly pay period to qualify for sick leave accrual as shown in 10.1.2 below.

10.1.2 Sick Leave Rates and Accrual. Full-time All employees shall accrue sick leave for each hour on the payroll to a maximum of 40 hours in a week at a rate of 0.0600 per hour with a maximum annual of 15 sick days earned.

<table>
<thead>
<tr>
<th>Sick Leave Accrual</th>
<th>Maximum Annual Sick Leave Days</th>
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<tbody>
<tr>
<td>Rate Paid Per Hour</td>
<td>Sick Leave Days</td>
</tr>
<tr>
<td>12 Month Employees</td>
<td>.0600</td>
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<tr>
<td>10 Month Employees</td>
<td>.0600</td>
</tr>
<tr>
<td>Part-time Employees</td>
<td>.0600</td>
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</tbody>
</table>

Sick leave days for twelve (12) month employees are based on a 2,080 hour work year. Sick leave days for ten (10) month employees are based on a 1,600 hour work year. Sick leave days for part-time employees are based on a 1,040 hour work year.

ARTICLE 10, for SCSP

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. Employees who are regularly employed shall accrue sick leave at the rate of .0576 for each hour paid to the employee to a maximum of 40 hours per week.

The district reserves the right to present new, add to, modify, or delete from these proposals at any time during these negotiations.
District Proposal #4, Memorandum Of Agreement - Improvement Placement Plans
EA CONTRACT
Contract years July 1, 2019 to June 30, 2021
Presented September 12, 2019

At the bottom of proposed response: The district reserves the right to present new, add to, modify, or delete from these proposals at any time during these negotiations.

District Proposal:

ON TRACK

An employee is considered to be “on track” if they are making adequate progress, as determined by the District, toward meeting the goals of the performance improvement plan. It does not mean that an employee has to have met all of those goals. Ten-month employees will not be placed on an improvement plan after April 15. This does not apply to 12-month employees.
District Proposal # 5, ACCESS TO WORKSITES
Teachers Contract
Contract years July 1, 2019 to June 30, 2021
Presented September 12, 2019
The district reserves the right to present new, add to, modify, or delete from these proposals at any time during these negotiations.

ARTICLE 6. SUBD. 4.

Subd. 4. Access to Worksites. District will grant union leadership card access to District schools Monday-Friday 8AM 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. The union agrees to abide by all building procedures for sign in and notification to building administration regarding their presence in the building.

Cedrick Baker 2/10/2020 6:07

[Signature] 2/10/20
SPFE Mini Proposal Presented on 3/6/2020

The parties agree to the following:

- SPFE accepts the 10/24/19 SPPS counter to SPPS Proposal #6 Teacher Basic Contract Year
- SPPS agrees to drop SPPS Proposal #16 Improvement Plans
ARTICLE 14. TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY

SECTION 2. BASIC CONTRACT YEAR

Subd. 1. For 2017-18 and 2018-19, the basic contract year shall consist of 187 teacher duty days. Evening conferences are part of this 187 duty day work year. Each evening conference, for up to three (3) hours per evening, comprises one-half (1/2) of a duty day.

Subd. 2. K-12 teachers covered under tenure law

Probationary teachers covered under the Teacher Tenure Act will be provided all rights as provided under M.S. §122A.41. Subd. 2. Teachers shall be deemed to be in a probation period during their first three years of consecutive employment. During this period, a teacher's annual contract may be non-renewed at the discretion of the District and without right of appeal. A probationary teacher is deemed to be reemployed for the ensuing school year, unless notified in writing before July 1, of the termination of employment. The District may discharge a teacher during the probation period for any of the causes as specified under the tenure law without right of appeal.

Probationary teachers employed under a Tier 1 license shall not be eligible to accrue years of service toward tenure and shall be non-renewed at the end of each school year. Teachers employed under a Tier 2 license shall not be eligible to accrue years of service for tenure unless the Tier 2 teacher achieves a Tier 3 or Tier 4 license during the allowable period according Minnesota State Statute 122A.182, Subd. 6 (Application toward probationary period). Of the Tier 2 license in which case up to two prior years of Tier 2 service with at least 420 student contact days may, at the discretion of the District, be credited towards the full three years for achievement of tenure.

The district reserves the right to present new, add to, modify, or delete from these proposals at any time during these negotiations.
SECTION 4. PROCEDURES: TEACHER INTERVIEW AND SELECTION PROCESS (continued)

Subd. 3. Interview and Selection

3.1 Teachers returning from leave who have by March 1 made written commitment to return to work should also participate in the interview and selection process.

3.2 Schools and departments with counseling, social work and nursing positions will post positions through this process. Teachers who occupy positions which are essentially itinerant or are regularly assigned by District administration (such as psychologists, OT, PT and Speech Language Pathologist) should contact the program person in charge of scheduling to request movement to a different location.

3.3 Special Education, Language Immersion, Language immersion and ELL teachers may use the interview and selection process only for reassignment to other Special Education, Language immersion positions and ELL positions.

3.6 The following list of teachers are ineligible for the interview and selection process unless approved by the Human Resource Department:

- Probationary teachers (except for teachers completing their third year of probation)
- Teachers on Improvement Plans or who have any documented performance problems or issues of misconduct and/or a significant number of voluntary reassignments
- Teachers identified for layoff
- Administrative transfer, or who are part of a required realignment due to stranding
- Teachers on a Tier 1 or Tier 2 license

If the SPPS Budget Process is completed prior to March 31 for two consecutive years, the parties will negotiate moving the end date for the interview and selection process.

The district reserves the right to present new, add to, modify, or delete from these proposals at any time during these negotiations.
SPFE Mini Package Proposal 3.7.2020

The parties agree to accept the following proposals:
  - SPFE Union #24 Elementary Specialists - District Counter 3/7
  - SPFE Counter to District Proposal #8

SPFE Counter 3/7/2020

District Proposal # 8, ARTICLE 12, for SPFE
Contract years July 1, 2019 to June 30, 2021
Presented September 26, 2019

ARTICLE 12. NON-COMPENSATORY LEAVE

SECTION 1. TYPES OF LEAVE

Subd. 7. Mobility Leave. Teachers who have five (5) years of service in the District and ten (10) years of pension-eligible service in Minnesota are eligible for a mobility leave of up to five (5) years in accordance with M.S. §122A.46 and M.S. §354A.091. Employees on a mobility leave may not accept work in a different school district in the State of Minnesota without the approval of the District, unless their mobility leave precedes an agreed upon retirement date. Teachers who are on a mobility leave and wish to return to work the following school year must notify the District Human Resource Department no later than February 1 of that year.

The district reserves the right to present, add to, modify, or delete from these proposals at any time during these negotiations.
ARTICLE 19. TEACHING AND LEARNING FOR CAREER EDUCATORS

SECTION 1. Effective Standards for Teaching and Learning

Subd. 1. The Standards of Effective Teaching. The Standards of Effective Teaching were developed to provide a framework for meaningful discussion and assessment of teaching practice. They are primarily derived from Charlotte Danielson’s Enhancing Professional Practice: A Framework for Teaching and serve as the foundation for all aspects of this memorandum of agreement, including observation and evaluation of teachers. The Standards will be reviewed by the PAR Board every even-starting school year and presented to the Board of Education and the Saint Paul Federation of Teachers. The Standards of Effective Teaching and standards for all other professional license areas are available online at: http://hr.spps.org/Performance_Evaluation_Forms.html The PAR Board will be charged with revising the performance evaluation system to be in line with the legislated mandates enacted by the state of Minnesota during the 2011 legislative session.

Subd. 2. Assessment Systems for Teachers. Licensed administrators will use the Standards of Effective Teaching to periodically observe and assess tenured staff. Probationary teachers will have at least three (3) formal observations and evaluations during their first year and at least two (2) formal classroom observations and evaluations during their second and third years. Each of the three years in which the probationary year meets the 120 day minimum student contact day requirement during year of their probationary period in accordance with Minnesota Statute 122A.40. Additional observations and evaluations will be provided as deemed necessary by the supervising administrator. A licensed administrator will complete these observations, post-observation conferences and summary evaluations. The principal will make a recommendation to renew or non-renew a probationary teacher’s contract and the principal will convey this decision to the teacher by May 15. Probationary teachers will receive assistance from the Peer Assistance and Review program.

The district reserves the right to present new, add to, modify, or delete from these proposals at any time during these negotiations.
From SPFE covering various units
Contract years July 1, 2019 to June 30, 2021
Presented February 28, 2020

The Federation and the District agree to drop Union Proposal #23, and District proposal #15.
SPFE Counter Proposal to District Mini Package Presented on 3/4/2020
3/5/2020

The parties agree to the following:

- SPFE accepts the SPFE Counter to District Proposal #11 Grievance Procedure with the addition of “SPFE Organizers” to the proposed sentence (see written counter)
- The District accepts SPFE Proposal #15 Religious Leave
- SPFE agrees to drop Proposal #5 School Redesign if
- SPPS agrees to drop Proposal #3 Federation Leave
School and Community Service Professionals Contract

SECTION 3.

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.

Teacher Contract

ARTICLE 16. Grievance Procedure

SECTION 3.

Subd. 4. Processing the Grievance. The processing of all grievances shall be during the teachers' professional day and teachers shall not lose salary or benefits due to their necessary participation. However, to the extent practicable, these procedures shall not infringe on student contact time.

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

Educational Assistants

Article 18. Grievance Procedure 18.3 General Provisions 18.3.1 18.3.2 addresses the processing of grievances. The student contact language piece would limit all grievance processing by an EA Steward to either before or after the regular school day. This could prevent EA’s from bus duty.

18.3.2 The parties recognize 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.
Add: A section titled "Processing the Grievance" similar to language from the teachers and SCSP to be consistent. Then add similar language. "The processing of all grievances shall be during the EA's professional day and EA's shall not lose salary or benefits due to their necessary participation, however, to the extent practical. These procedures shall not infringe on student contact time.

The Federation will provide and maintain a current Steward and SPFE organizer contact list by building assignment."
Strike Settlement Agreement  
March 13, 2020

This settlement agreement is entered into by and between the St. Paul Public Schools and the Saint Paul Federation of Educators. Now that the parties have reached a new collective bargaining agreement subject to ratification by the Union’s membership and the District’s Board, this Strike Settlement Agreement is intended to resolve all outstanding disputes between the parties that have arisen and could arise out of or relate to the parties’ collective bargaining that began in May, 2019, and the strike that began on March 10, 2020.

1. Upon suspension of the strike by the SPFE Executive Board pending employee ratification, all striking employees shall return to work on March 13, 2020 at 1:00 pm in their former positions with no further reduction of hours or days of employment. Employees who are not usually scheduled for hours after 1:00pm will get paid their normal hours/daily rate of pay for the day and are not required to show up.

2. No Retaliation/Discipline/Discharge: The parties agree that there will be no retaliation, reprisals, discharge, harassment of any kind, or discipline issued or pursued against certified bargaining unit members as a result of participation in or supporting the parties’ collective bargaining, impasse procedures, the strike, and/or other concerted activities leading up to and during the strike. Disciplinary actions unrelated to the strike will continue.

3. Layoff notices: The District hereby withdraws all layoff notices issued to SPPS employees on March 10, 2020 or thereafter.

4. No Break In Service: The parties agree that the strike does not constitute a break in service for purposes of retiree health benefits eligibility.

5. Leaves: The parties agree that any individual who was on a leave at the commencement of the strike will be deemed to have remained eligible for and on that leave throughout the duration of the strike.

6. The parties agree that all members of the SPFE bargaining team will be on approved union business leave March 13, 2020 and this be considered their return to work date.

7. In the event that a school closure occurs immediately following the end of this strike, the parties agree that members of the Federation will be entitled to compensation and benefits on the same basis as all other employees.

8. The parties agree that this constitutes a resolution of any legal issues arising from the strike.
9. In the event of any dispute arising out of the interpretation or application of this Strike Settlement Agreement, such dispute shall proceed through the grievance and arbitration process of the parties' collective bargaining agreements.

10. If any provision of this Agreement is determined to be invalid, all other remaining provisions shall remain in full force and effect. Nothing herein is intended to release claims that cannot be released as a matter of law.

11. No admission of liability: The parties agree this agreement does not constitute nor shall it be construed as an admission of liability by either party for any purpose.

[Signatures and dates]

Saint Paul Public Schools

Date: 3/13/2020

Saint Paul Federation of Educators

Date: 3/13/20